



Issue Date: August 17, 2015

(Non) Mandatory Pre-Proposal Conference:
September 16, 2015 @ 9:00 a.m.
at City Hall
200 E University Avenue, Basement Room #16
Gainesville, Florida

Bid Due Date: October 1, 2015 @ 3:00 p.m. local time

REQUEST FOR PROPOSAL

RFP NO. RTSX-160004-DS

FIXED ROUTE SCHEDULING SOFTWARE

Purchasing Representative:

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Purchasing Division

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City of Gainesville
200 East University Avenue, Room 339 – Gainesville, Florida 32601

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**CITY OF GAINESVILLE
REQUEST FOR PROPOSALS FOR**

SECTION I – REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL PROCEDURES

RFP#: RTSX-160004-DS

Date: August 17, 2015

A. INTRODUCTION/BACKGROUND

The City of Gainesville (COG) Regional Transit System (RTS) is requesting proposals to furnish (deliver and install) a commercial-off-the-shelf (COTS) extensible turn-key fixed-route transit scheduling software (TSS) solution for use on its fixed route buses. The solution must be seamlessly integrated and require minimal customization. The technology shall increase availability of transit information and dissemination, improve RTS’ accountability, operational efficiency, and cost effectiveness, and enhance the customer experience. This RFP defines mandated components and outcomes with it incumbent upon the proposer to demonstrate that hardware/software features, functional requirements, and other capabilities proposed will satisfy these demands.

More specifically, the proposer shall adhere to the requirements and specifications stated herein. Any exception taken to these requirements and specifications shall be so stated on the returned RFP proposal. Deviations from any of the requirements and specifications may result in proposal(s) rejection. RTS shall hold the proposer to all specifications. There is no time limit on this requirement.

RTS envisions this RFP as the first of several RFPs (given available funding) that will ultimately provide a beginning-to-end solution that implements and provides a fully functional, expandable, reliable, and most technologically advanced transit Intelligent Transportation System (ITS) system available. While for the purposes of this RFP each proposer will only be evaluated for their TSS solution it is also incumbent for the proposer to demonstrate they have the technical capacity to provide the other components of a complete ITS solution and that will likely be released as latter RFPs.

All components whether procured now or later shall follow best industry human engineering design standards for ease of readability, understandability, appropriate use of menu-driven operations, user customization and intuitive operation. The solution proposed for the TSS shall be complete in every respect inclusive of all design, components, and recommendations for auxiliary equipment, and required maintenance or licensing.

B. RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

RFP available for distribution	September 7, 2015
(Non) Mandatory Pre-Proposal Conference	September 16, 2015 (9:00 a.m. local time)
Deadline for receipt of questions	September 23, 2015
Deadline for receipt of proposals	October 1, 2015 (3:00 p.m. local time)
Evaluation/Selection process	October 5-15, 2015
Oral presentations (if conducted)/Discussions	Week of October 26, 2015
Deadline for BAFO, if needed	November 5, 2015
Projected award date by City Commission	December 17, 2015
Projected contract start date	March 1, 2016

C. PROPOSAL SUBMISSION

One original and 5 copies (a total of 6) of the complete proposal must be received by October 1, 2015 at 3:00 p.m. local time at which time all proposals will be publicly opened. In addition, proposer should provide one (1) electronic copy of their proposal in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc.

The original, all copies, and the separate sealed price envelope, if required, must be submitted in a sealed envelope or container stating on the outside the proposer's name, address, telephone number, RFP title, number and due date and delivered to:

City of Gainesville
General Government Purchasing
200 East University Avenue, Room 339
Gainesville, Florida 32601

Hand-carried and express mail proposals may be delivered to the above address **ONLY** between the hours of 7:00 a.m. and 6:00 p.m., local time, Monday through Thursday, excluding holidays observed by the City.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received after 3:00 p.m. (local time), October 1, 2015 will not be considered and will be returned unopened.

Both the Technical Proposal and the Price Proposal, if required to be submitted in a separate envelope, must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company's corporate seal to both Proposals. In the absence of a corporate seal, the Proposals must be notarized by a Notary Public.

The submittal of a proposal by a proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated fees.

D. (NON) MANDATORY PRE-PROPOSAL CONFERENCE

A (non) mandatory pre-proposal conference has been scheduled for Wednesday 9:00 a.m on September 16, 2015 at City Hall, 200 University Avenue, Basement Room 16, Gainesville, FL. At that time, prospective proposers or their representatives may discuss any questions pertaining to the project. Failure to attend this (non) mandatory pre-proposal conference will not disqualify proposers.

E. CONTACT PERSON

The contact person for this RFP is Daphyne Sesco, Senior Buyer, at (352) 334-5021 in Purchasing. Explanation(s) desired by proposer(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time City officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

F. ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the proposer's name, address, phone number, and facsimile number. Electronic facsimile will be accepted at (352) 334-3163.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, and facsimile number.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date and time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

H. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

I. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City Commission.

J. ORAL PRESENTATION

The City may require proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

K. EXCEPTION TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and determine if the proposal falls within the competitive range.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

L. PROPRIETARY INFORMATION

Responses to this Request for Proposals, upon receipt by the City, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. It is also strongly recommended that those specific materials that you assert qualify for exemption from Chapter 119 be submitted in a separate envelope and clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the proposal number marked on the

outside. Please also note that details of proposals, including alleged trade secrets, with the exception of a company's financial statements, may be disclosed at a public meeting.

In the event the City determines that any materials claimed to be exempt as trade secrets do not qualify as such, the proposer will be contacted and will have the opportunity to rescind their proposal or waive their claim to confidentiality. Please be aware that the designation of an item as a trade secret by you, and the refusal to disclose any materials submitted to the City, may be challenged in court by any person. By your designation of material in your proposal as a "trade secret" you agree to hold harmless the City for any award to a plaintiff for damages, costs or attorneys' fees and for costs and attorneys' fees incurred by the City by reason of any legal action challenging your claim, and the City's refusal to disclose.

M. QUALIFICATIONS OF PROPOSERS

As a part of the Proposal evaluation process, City may conduct a background investigation of proposer, including a record check by the Gainesville Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation.

No proposal shall be accepted from, nor will any contract be awarded to, any proposer who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be irresponsible or unreliable by City.

If Proposer is determined to be irresponsible or unreliable, City will notify Proposer of its finding, including evidence used, and allow proposer an informal hearing and the opportunity to come into compliance within three business days of notification.

N. NEGOTIATIONS

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with all proposers who fall within the competitive range (refer to Section IV – Evaluation Criteria and Procedures for more information).

O. RIGHTS OF APPEAL

Participants in this RFP solicitation may protest RFP specifications or award in accordance with Section 41-580 of the City of Gainesville's Financial Services Procedures Manual.

P. RULES; REGULATIONS; LICENSING REQUIREMENT

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Q. REVIEW OF PROPOSALS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

R. RECORDS/AUDIT

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

**S. INVESTIGATION OF ALLEGED WRONGDOINGS,
LITIGATION/SETTLEMENTS/FINES/PENALTIES**

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

T. DISCRIMINATION PROHIBITION

No person shall, on the grounds of race, sex, age, handicap, creed, color, national origin or sexual orientation, be refused the benefits of, or be otherwise subjected to, discrimination under any activities resulting from this RFQ.

U. ART IN PUBLIC PLACES

In 1989, the City of Gainesville adopted an ordinance (Art in Public Places) requiring that, “each appropriation for the original construction or major renovation of a local government building which provides public access shall include an amount of at least one (1) percent of the total appropriation for the construction or major renovation of the building to be used for the acquisition of art”. Compliance with the Art in Public Places ordinance is required for this project and will require coordination between the Contractor, architect and an artist. A copy of the ordinance is available upon request.

SECTION II – SCOPE OF SERVICES

A. INTENT

It is the intent of the City of Gainesville to obtain proposals for a comprehensive, fully integrated and extensible TSS solution. The proposer shall supply all hardware, software, and services (labor/freight) necessary to accomplish the supply, installation, testing, documentation, training, startup and going-live, including fixed-end equipment. The proposer is encouraged to provide innovative solutions that meet the requirements and functional specifications described in this scope and also have the capability of serving future operational needs while minimizing custom development.

B. MINIMUM REQUIREMENTS

Mandatory Scope Components

The proposer that is awarded the contract must design, test, and implement a TSS solution with the following components:

- Beginning to end schedule creation from trip building to runcutting
- Standard reporting
- Integration with RTS's Travel Information System (TIS)
- Integration with RTS's Automatic Passenger Counters (APC)
- Integration with RTS's Operations software
- Integration with RTS's existing Geographic Information System (GIS) database of routes and stops
- Migration of existing scheduling data from Fleet-Net

Interfaces

It will be entirely the responsibility of the proposer for completing all required interfaces, including resolving any compatibility issues between proposer's software and any other existing installed software.

Schedule and Timeline

RTS has identified a 6 month timeframe upon contract signing as the required duration time to implement the entire TSS solution. Based on the scope of this proposal proposers shall provide a timeline schedule that they believe is achievable and the degree of variability in percentage form.

Success Criteria

Mandatory scope item success will be based upon quality installation and implementation of required TSS solution, an effective and accepted support agreement, and the ability and clear framework for integrating following future phase components with mandatory scope components.

Optional Scope Components

Optional components form the basis of an eventual comprehensive transit solution for RTS. For the optional item, RTS has provided a table of expected functionality and requests that the proposer indicate whether they provide this functionality and give a cost estimate of all software, hardware, maintenance, training, and installation components. RTS will use this information in the phasing of later RFPs and should funding allow incorporate additional components into this RFP.

- People-based scheduling (operations); see **Appendix 3. Requirements of Operations Software (OPTIONAL COMPONENT)** for required functionality.

SECTION III – PROPOSAL FORMAT

Instructions to proposers: Proposals must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

A. FORMAT AND CONTENTS OF PROPOSAL

1. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

2. Technical Proposals

The technical proposal is a narrative which addresses the scope of work, the proposed approach to the work, the schedule of the work, and any other information called for by the RFP which the proposer deems relevant.

3. Price Proposal

The price proposal is a presentation of the proposer's total offering price including the estimated cost for providing each component of the required goods or services.

Proposers should indicate the dollar amount which will be attributed to each sub-contractor, if any.

If a prescribed format for the price proposal is appended, proposers must use it; otherwise, proposers may use formats of their choice.

4. Qualifications

The response to the minimum qualification requirements contained below is a list of the minimum qualification requirements prescribed for the RFP. Proposers must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. If a prescribed format, or required documentation for the response to minimum qualification requirements is stated below, proposers must use said format and supply said documentation.

B. QUALIFICATIONS/STATEMENT OF QUALIFICATIONS

Company

RTS expects the successful proposer to have demonstrable corporate growth, be financially stable, and an industry leader in providing transit solutions that are similar in scope, size and complexity.

The proposer shall include a company profile that includes the following information:

- Overview, history, core competencies, financial stability, and mission and values
- Strategic direction, research and development efforts (e.g. new features or integrations), and investment to product and technology
- Experience and management approach with delivering public similar-scale transit solutions and services
- Reasons why they are the best fit for the RFP and what differentiates them from other transit solution proposers

Team

Proposers shall provide specific to the scope of work their team hierarchy (organizational chart) structure. The proposer is to highlight key project team members, their functional roles, expertise (credentials and professional qualifications), and corresponding past experience with projects of similar scope, complexity and technology. At a minimum, proposers shall clearly identify and describe the qualifications of the key personnel listed below. Proposers are encouraged to include other categories and staff leads as deemed necessary for the successful implementation of the systems. Note that the proposer may not substitute key personnel at any time without prior written consent by RTS.

- Project manager

- Installation and integration lead
- Training lead
- Maintenance lead

The proposer's project team shall be available throughout the project timeframe and be able to interface with RTS team members. Indicate the primary work location(s) and percentage time commitment (breakdown of staff hours) of the project manager and other key personnel for this project. Discuss how responsibilities of the project manager, key personnel and other project staff will be managed and balanced over the course of the project, and how support will be provided to RTS during the design, implementation, testing, training, and acceptance stages of the project. The proposal shall also include details regarding the availability of backup for core project team members.

Corporate References

RTS expects that the successful proposer will have demonstrable experience providing product support, service, and management expertise with public transit implementations of similar scope, size and complexity to this RFP. RTS may contact references to validate the capabilities and claims as provided in proposal submissions.

Proposers are to provide a minimum of three recent (>=2012) references of prior projects (installed and operational) equal to or similar size, scope and complexity. The projects listed shall provide evidence that the proposer meets the minimum criteria and is qualified to successfully implement the system based on demonstrable successful implementations at other similar transit properties. At least two of the three references shall be for a customer that is at least the size of RTS. References are to contain:

- A description of the products (hardware and software [release level and system modules installed]), services provided, network configuration, and list of 3rd party applications the solution integrated with and any inputs/outputs to other applications.
- Cost of the solution provided.
- Size of customer in terms of fleet size, size of service area, number of routes and maximum daily book-out.
- The start and end date of implementation.
- Customer contact name, title, address, telephone number and e-mail address of the person directly responsible for the project.
- Things that went right and things that went wrong on the project.
- Proposers are required to have completed **Appendix 4. Reference Questionnaire** in the proposal package.

Financial Statement

RTS wants to understand the financial condition of the proposer. Identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede proposer's ability to complete the project. Audited financial statements for past three fiscal years, a Dun & Bradstreet report or a one-page summary from a CPA firm shall be submitted as an Appendix to the Proposer's proposal.

Team References

Proposer shall provide competent, certified and/or suitably qualified personnel to survey and lay out work and perform scheduled work as required by the contract. The proposal shall include individual team member resumes detailing past experiences with projects of similar nature.

The proposal shall include at least two references from previous clients for whom the person has provided similar services.

Proposed Solution Overview

The proposer is to provide a one (1) to two (2) page executive summary of their proposed solution, highlighting the functionality and components of their solution that make them the best fit for RTS. Describe your vision and product direction. Indicate the components listed in 0

4.1 Mandatory **Scope Components** that your proposed solution addresses.

SECTION IV – EVALUATION CRITERIA AND PROCEDURES

A. EVALUATION CRITERIA

1.0 SELECTION AND EVALUATION CRITERIA

Proposals will be evaluated in accordance with the procedures described in the City's Professional Services Evaluation Handbook, except that the criteria listed below (in order of relative importance) will be used in place of those set forth in the handbook. The proposals will be evaluated in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The City shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the City, and location. The Evaluation process provides a structured means for consideration of all these areas.

Criteria:

- 1) Technical solution
- 2) Understanding of RTS needs
- 3) Price
- 4) Corporate and team experience

1.1 Technical Qualifications Evaluation

The Technical Qualifications Evaluation will assess each responding firm's ability based on experience and qualifications of key team members, the firm's capability of meeting time and budget requirements, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's current workload, financial stability, and the location where the majority of the technical work will be produced. The City will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

1.2 Written Proposal Evaluation

The Written Proposal Evaluation will assess the firm's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

1.3 Presentation/Interview Evaluation

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses both the technical qualifications of the firm and the approach to the project. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done." The City of Gainesville will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

1.4 Other factors

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as Disadvantaged Business Entity use, if applicable. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the City's Purchasing Policies and Procedures.

B. SELECTION PROCESS

The contractor(s) will be selected from the qualified vendors submitting responses to this Request for Proposals. The selection process will be as follows:

1. Evaluators consisting of staff will review the written proposals. The evaluation process provides a structured means for consideration of all proposals.
2. Proposers in the competitive range (those proposals which have a reasonable chance of being selected for award) will be required to furnish proof to the City that they comply with the specifications.
3. The City will make the award to the responsive and responsible proposer whose proposal is most advantageous to the City with price and other factors considered. In determining which proposal is most advantageous, the City may award on a "best value" basis to the proposer whose proposal offers the greatest value to the City based upon an analysis of a tradeoff of qualitative technical factors and price/cost.
4. All proposals will be evaluated to determine those which fall into the competitive range (those proposals which have a reasonable chance of being selected for award) of which clarifications/discussions and/or oral presentations may be requested. After determining which proposers are in the competitive range, the City may conduct negotiations with those proposers to discuss any deficiencies in their proposal and to ensure that the proposers fully understand all the requirements of this RFP. Should negotiations occur, the City may issue to those proposers remaining in the competitive range an invitation to submit a revised proposal or, if negotiations are complete, a Best and Final Offer (BAFO). The BAFO will reflect the proposer's final cost/price proposal to the City based on all the clarifications to the proposed Scope of Work included in the oral presentation and/or negotiations. Any additional costs associated either with the negotiation of completion/submission of revised proposals and/or BAFO submittals are to be made at no cost to the City.
5. Best and Final offers will be evaluated as an adjustment to the scores already awarded by the evaluation committee on their original proposal response. If a proposer does not submit a BAFO its immediate previous offer will be considered as its BAFO.
6. The proposer whose BAFO is accepted as the most advantageous to the City may be presented to the City Commission for their approval, if so required.

SECTION V – GENERAL PROVISIONS

A. CONTRACT AWARD

The award(s), if any, shall be made to the proposer(s) whose proposal(s) shall be deemed by the City to be in the best interest of the City. The decision of the City of whether to make the award(s) and which proposal is in the best interest of the City shall be final.

The Contract to be entered into with the successful proposer will designate the successful proposer as the City's Contractor and will include, but not be limited to, the following terms and conditions.

B. GENERAL TERMS AND CONDITIONS

Following are the General Terms and Conditions, supplemental to those stated elsewhere in the Request for Proposals, to which the Vendor must comply to be consistent with the requirements for this Request for Proposals. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

1. Public Entity Crimes. Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
2. Tie Bids. Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; and (4) Bidders located within the State of Florida. In the case where Federal funds are being utilized, articles 2,3 and 4 will not apply.
3. Drugfree Workplace. Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.
4. Indemnification. The Contractor shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.
5. Insurance. Contractor shall provide proof of insurance in an amount as noted below:

Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

Automobile Liability Insurance

Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

The Contractor shall furnish the City a certificate of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty (30) days' written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

6. Sovereign Immunity. Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.
7. Term. The term of the contract will commence upon final execution and will terminate according to the project schedule included in the executed contract.
8. Termination.

Termination for Default - Remedies for Breach

If the Contractor fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then the City, after serving at least ten days' written notice to the Contractor of its intent to terminate and after such default shall continue unremedied for a period of ten days, may terminate the Contract without prejudice to any other rights or remedies it may have under this Contract.

If, after default under this subsection, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against City shall be the same as and limited to those afforded Contractor pursuant to the subsection title TERMINATION FOR CONVENIENCE which appears below.

Termination for Convenience

City shall have the right to terminate this Contract, in whole or in part, without cause, upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against City shall be limited to that portion of the contract price earned through the date of termination, together with any retainage withheld and direct and immediate termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against City.

Termination of the contract or a portion thereof, for cause or convenience, shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

9. Applicable Law. The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. Venue in the courts of Alachua County, Florida.
10. Joint Bidding/Cooperative Purchasing Agreement. All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida to rebid any or all items.
11. Subcontractors. All successful contractors specific to construction in the amount of \$300 thousand or more to include material suppliers shall be required to provide information of subcontractors in addition to sub and sub subcontractors prior to final payment under the contract.
12. Florida Public Records Act.
Florida has a very broad public records law. By entering into an agreement with the City, the contractor acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Florida Public Records Act the contractor shall:
 - a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by law;
 - c) Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public record in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of the contract between City and contractor. City may pursue all remedies for breach of this agreement.

SECTION VI – TECHNICAL SPECIFICATIONS

1 SCOPE

The provisions contained in this section are intended to be cooperative with, to supplement, or to modify instructions to Bidders, Special Provisions and General Conditions and, in case of any conflict with such sections, the intent of any and all Technical Specifications shall govern.

2 PURPOSE

The City of Gainesville (COG) Regional Transit System (RTS) is requesting proposals to furnish (deliver and install) a commercial-off-the-shelf (COTS) extensible turn-key fixed-route transit scheduling software (TSS) solution for use on its fixed route buses. The solution must be seamlessly integrated¹ and require minimal customization. The technology shall increase availability of transit information and dissemination, improve RTS' accountability, operational efficiency, and cost effectiveness, and enhance the customer experience. This RFP defines mandated components and outcomes with it incumbent upon the proposer to demonstrate that hardware/software features, functional requirements, and other capabilities proposed will satisfy these demands.

More specifically, the proposer shall adhere to the requirements and specifications stated herein. Any exception taken to these requirements and specifications shall be so stated on the returned RFP proposal. Deviations from any of the requirements and specifications may result in proposal(s) rejection. RTS shall hold the proposer to all specifications. There is no time limit on this requirement.²

RTS envisions this RFP as the first of several RFPs (given available funding) that will ultimately provide a beginning-to-end solution that implements and provides a fully functional, expandable, reliable, and most technologically advanced transit Intelligent Transportation System (ITS) system available. While for the purposes of this RFP each proposer will only be evaluated for their TSS solution it is also incumbent for the proposer to demonstrate they have the technical capacity to provide the other components of a complete ITS solution and that will likely be released as latter RFPs.

All components whether procured now or later shall follow best industry human engineering design standards for ease of readability, understandability, appropriate use of menu-driven operations, user customization and intuitive operation. The solution proposed for the TSS shall be complete in every respect inclusive of all design, components, and recommendations for auxiliary equipment, and required maintenance or licensing.

3 AGENCY

The COG RTS provides public transportation to a population of over 180,000 residents in an area consisting of approximately 90 square miles within Alachua County, Florida. The fleet consists of 137 buses for transit service with the maximum number of buses in service being 108; see **Appendix 5. Vehicle Inventory** for the make and model of all vehicles.³ There are 47 support vehicles. Paratransit service and the vehicles used for paratransit service are not included in this RFP. RTS has one maintenance facility at 34 SE 13 Street, a transfer center at 700 SE 3rd Street, and a transfer station at SW 42nd Street and SW 30th Avenue; all three facilities are within the city of Gainesville.

RTS peak service occurs in the fall and spring. RTS operates approximately 50 routes, 175 blocks, and has 205 bus operators and 1,127 bus stops.

RTS' current scheduling and operations software vendor is Fleet-Net, its Travel Information System (TIS) vendor is Transloc, its Automatic Passenger Counter (APC) vendor Urban Transportation Associates, and its farebox vendor is Genfare. RTS contracts its paratransit service with MV Transportation. They use Trapeze PASS as their paratransit scheduling software.

4 SCOPE OF WORK

An important RTS consideration is to procure a comprehensive, fully integrated and extensible TSS solution. The proposer shall supply all hardware, software, and services (labor/freight) necessary to accomplish the supply, installation, testing,

¹ All references to integration or seamless integration mean that the disparate modules, software, hardware, routines, devices or application components exchange information without error, complication, or human intervention. From the user's perspective there is no additional level of effort beyond what would be expected as if the distinct systems were a single system.

² All future firmware, patches, software updates, version upgrades, fixes, and new releases shall not result in the loss of required functionality and interfaces. If they do the proposer is responsible for restoring any lost functionality or resultant compatibility issues.

³ Proposer shall demonstrate that they can accommodate a fleet of 160 vehicles or more and a larger service area than the current one.

documentation, training, startup and going-live, including fixed-end equipment. The proposer is encouraged to provide innovative solutions that meet the requirements and functional specifications described in this scope and also have the capability of serving future operational needs while minimizing custom development.

4.1 Mandatory Scope Components

The proposer that is awarded the contract must design, test, and implement a TSS solution with the following components:

- Beginning to end schedule creation from trip building to runcutting
- Standard reporting
- Integration with RTS's Travel Information System (TIS)
- Integration with RTS's Automatic Passenger Counters (APC)
- Integration with RTS's Operations software
- Integration with RTS's existing Geographic Information System (GIS) database of routes and stops
- Migration of existing scheduling data from Fleet-Net

4.1.1 Interfaces

It will be entirely the responsibility of the proposer for completing all required interfaces, including resolving any compatibility issues between proposer's software and any other existing installed software.

4.1.2 Schedule and Timeline

RTS has identified a 6 month timeframe upon contract signing as the required duration time to implement the entire TSS solution. Based on the scope of this proposal proposers shall provide a timeline schedule that they believe is achievable and the degree of variability in percentage form.

4.1.3 Success Criteria

Mandatory scope item success will be based upon quality installation and implementation of required TSS solution, an effective and accepted support agreement, and the ability and clear framework for integrating following future phase components with mandatory scope components.

4.2 Optional Scope Components

Optional components form the basis of an eventual comprehensive transit solution for RTS. For the optional item, RTS has provided a table of expected functionality and requests that the proposer indicate whether they provide this functionality and give a cost estimate of all software, hardware, maintenance, training, and installation components. RTS will use this information in the phasing of later RFPs and should funding allow incorporate additional components into this RFP.

- People-based scheduling (operations); see **Appendix 3. Requirements of Operations Software (OPTIONAL COMPONENT)** for required functionality.

5 CORPORATE CAPABILITIES & SUBMISSION REQUIREMENTS

This section outlines the proposer's corporate requirements as well as delivery requirements and associated response guidelines.

5.1 Capabilities

5.1.1 Company

RTS expects the successful proposer to have demonstrable corporate growth, be financially stable, and an industry leader in providing transit solutions that are similar in scope, size and complexity.

The proposer shall include a company profile that includes the following information:

- Overview, history, core competencies, financial stability, and mission and values
- Strategic direction, research and development efforts (e.g. new features or integrations), and investment to product and technology
- Experience and management approach with delivering public similar-scale transit solutions and services
- Reasons why they are the best fit for the RFP and what differentiates them from other transit solution proposers

5.1.2 Team

Proposers shall provide specific to the scope of work their team hierarchy (organizational chart) structure. The proposer is to highlight key project team members, their functional roles, expertise (credentials and professional qualifications), and

corresponding past experience with projects of similar scope, complexity and technology. At a minimum, proposers shall clearly identify and describe the qualifications of the key personnel listed below. Proposers are encouraged to include other categories and staff leads as deemed necessary for the successful implementation of the systems. Note that the proposer may not substitute key personnel at any time without prior written consent by RTS.

- Project manager
- Installation and integration lead
- Training lead
- Maintenance lead

The proposer's project team shall be available throughout the project timeframe and be able to interface with RTS team members. Indicate the primary work location(s) and percentage time commitment (breakdown of staff hours) of the project manager and other key personnel for this project. Discuss how responsibilities of the project manager, key personnel and other project staff will be managed and balanced over the course of the project, and how support will be provided to RTS during the design, implementation, testing, training, and acceptance stages of the project. The proposal shall also include details regarding the availability of backup for core project team members.

5.2 References

5.2.1 Corporate References

RTS expects that the successful proposer will have demonstrable experience providing product support, service, and management expertise with public transit implementations of similar scope, size and complexity to this RFP. RTS may contact references to validate the capabilities and claims as provided in proposal submissions.

Proposers are to provide a minimum of three recent (≥ 2012) references of prior projects (installed and operational) equal to or similar size, scope and complexity. The projects listed shall provide evidence that the proposer meets the minimum criteria and is qualified to successfully implement the system based on demonstrable successful implementations at other similar transit properties. At least two of the three references shall be for a customer that is at least the size of RTS. References are to contain:

- A description of the products (hardware and software [release level and system modules installed]), services provided, network configuration, and list of 3rd party applications the solution integrated with and any inputs/outputs to other applications.
- Cost of the solution provided.
- Size of customer in terms of fleet size, size of service area, number of routes and maximum daily book-out.
- The start and end date of implementation.
- Customer contact name, title, address, telephone number and e-mail address of the person directly responsible for the project.
- Things that went right and things that went wrong on the project.
- Proposers are required to have completed **Appendix 4. Reference Questionnaire** in the proposal package.

5.2.1.1 *Financial Statement*

RTS wants to understand the financial condition of the proposer. Identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede proposer's ability to complete the project. Audited financial statements for past three fiscal years, a Dun & Bradstreet report or a one-page summary from a CPA firm shall be submitted as an Appendix to the Proposer's proposal.

5.2.2 Team References

Proposer shall provide competent, certified and/or suitably qualified personnel to survey and lay out work and perform scheduled work as required by the contract. The proposal shall include individual team member resumes detailing past experiences with projects of similar nature.

The proposal shall include at least two references from previous clients for whom the person has provided similar services.

5.3 Proposed Solution Overview

The proposer is to provide a one (1) to two (2) page executive summary of their proposed solution, highlighting the functionality and components of their solution that make them the best fit for RTS. Describe your vision and product direction. Indicate the components listed in 0

4.1 Mandatory **Scope Components** that your proposed solution addresses.

5.4 **Project Timeline**

Proposers shall confirm whether RTS'S expectation of a 6 month project timeline is achievable and if not, specify an alternative timeline and explain rationale given the requirements of this RFP. At the end of the 6 month period it is RTS's expectation that installation and acceptance testing will be completed.

5.4.1 **Delays**

If services under the contract should be unavoidably delayed, RTS shall extend the time for completion of the contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the proposer's performance, and was not caused directly or substantially by acts, omissions, negligence or mistakes of the proposer, the proposer's sub-proposers, or their agents, and was substantial and in fact caused the proposer to miss delivery dates, and could not adequately have been guarded against by contractual or legal means. Delays beyond control of RTS or caused by RTS will be sufficient justification for delay of services and proposer will be allowed a day for day extension.

5.4.1.1 *Notification of Delays*

The proposer shall notify RTS as soon as the proposer has, or should have, knowledge that an event has occurred which will delay delivery or installation. Within five calendar days, the proposer shall confirm such notice in writing, furnishing as much detail as available.

5.4.1.2 *Request for Extension*

The proposer agrees to supply, as soon as such data are available, any reasonable proofs that are required by RTS to make a decision on any request for extension. RTS shall examine the request and any documents supplied by the proposer and shall determine if the proposer is entitled to an extension and the duration of such extension. RTS shall notify the proposer of their decision in writing. It is expressly understood and agreed that the proposer shall not be entitled to damages or compensation and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

5.5 **Project Plan**

5.5.1 **Project Plan Approach**

The proposal shall describe the proposer's approach to manage the delivery of this project including, but not limited to, how the proposer intends to:

- Manage schedule (includes slippage in timelines)
- Manage scope (includes changes)
- Manage technical and administrative work (system design, revisions and change management, etc.)
- Manage resources (vacation, illness, attrition, training, and any other absences during project execution)
- Effectively work with RTS staff
- Manage communications (lines of reporting, frequency, and content)
- Manage risk/issues

The proposed project management approach shall also take into consideration the COTS solutions managed by RTS and utilize the following environments:

- Configuration (servers and workstations)
- Acceptance/test (servers and workstations)
- Production (servers and workstations)

5.5.2 **Delivery Methodology**

The proposal shall describe the methodology to which the proposer will use in solution delivery including, but not limited to, project phases and tasks that are needed for the successful delivery of project deliverables and services.

5.5.3 **Deliverables**

Draft copies of all documentation, plan, materials, etc., shall be submitted to RTS for review, comment and approval, prior to final printing. RTS shall have the right to require additional interim drafts at no additional cost shall draft documentation submitted not be of adequate quality or have missing or incorrect information.

The proposer shall, for all deliverables, include the filename in the document footer along with version and revision numbers and include in the filename the file release date. The proposer shall prepare all deliverables described in this section in both

Microsoft Office (Word, Excel or PowerPoint) and Adobe Portable Document Format (PDF) formats, with RTS granted full rights to reprint as needed.

RTS's written approval will be required for designated submittals. RTS will approve or reject such submittals, providing an explanation of any reasons for rejection. Such approval or rejection will ordinarily be provided within 14 calendar days of the submittal unless prior to the expiration of the 14-day review period, RTS will provide the proposer with written notification (email is acceptable) that the review period for a particular submittal will be extended and stating the time in which it will be completed. In any instance where RTS does not provide approval, rejection, or written notification of an extended review period within the 14-day period, the submittal shall be deemed approved.⁴ In the event that the review period expires on a non-working day, the review period shall be extended through the next working day. RTS's right to extend the review period is intended to allow flexibility in special circumstances where the nature of the submittal requires more involved review, and not as a diminution of RTS's obligation to promptly review the proposer's deliverables.

The proposer shall at a minimum deliver a draft and final version of the following documents as described in this RFP to RTS:

- Design document
- Implementation plan
- Asset list
- Test plan
- Training plan
- Manuals/documentation
- Disaster recovery procedures
- Functional (software usage) documentation
- As-Built documents
- Quality assurance plan
- Meeting and conference call minutes
- Final acceptance test report
- Monthly Progress Reports and Schedule Updates
- "Punch list"

The proposer is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the proposer under the contract. The approval of interim deliverables furnished under the contract shall not in any way relieve the proposer of fulfilling all of its obligations under the contract.

5.5.4 Project Work Plan and Schedule

The proposal work plan shall be in sufficient detail to demonstrate a clear understanding of the project and include the following:

- A work breakdown structure (WBS) inclusive of phases (design, installation, testing, and deployment), tasks, and milestones
- Start and end times (applicable to phases, tasks etc...) and submittal dates – beginning with Notice to Proceed (NTP) and ending with system acceptance
- Task description and predecessor tasks
- Acceptance activities
- Assigned resources by functional role
- Accounting of RTS holidays and business days (RTS administration employs a 4 day - 10 hour work week)⁵
- Gantt chart representation of proposed schedule in electronic file format, i.e. Microsoft Excel or PDF.

The proposal shall describe how the proposed work plan will strive to meet the project timelines outlined in 0 5.4 **Project Timeline**. At a minimum, the project schedule shall include dates, tasks, and milestones involving:

- Notice to proceed

⁴ RTS will acknowledge receipt of all documents. If proposer does not receive email acknowledgement within 3 days of providing a document it will be assumed that RTS did not receive the document and the proposer must provide it again. The 14-day time limit period is only applicable for deliverables that RTS has acknowledged receiving.

⁵ City of Gainesville business days and hours are subject to change.

- System requirements document approved
- System design document approved
- Implementation plan approved
- Installation and existing system integration
- Testing plan approved
- Testing
- Training
- System documentation approved
- System acceptance

Each task can be associated with a number of subtasks that detail the activities which compose the discrete unit of work. For each task, the proposer shall identify the item/deliverable resulting from its successful completion. Deliverable items can be listed after each task, or may be listed in a summary schedule and cross-referenced by the appropriate task number.

RTS responsibilities shall be clearly identified in the project schedule and will be limited to:

- Oversight of the design documents
- Oversight of installation and integration of the system
- Oversight of installation of hardware and software
- Receiving training on the use, operations, and maintenance of the various solutions
- Conducting live testing of the system prior to going live
- Actively monitoring system during burn in and initial system commissioning periods
- Working with the proposer on troubleshooting and repairs of technology components
- Operate and maintain system elements and work with proposer on troubleshooting and repairs.

The proposer's responsibilities shall be clearly identified in the project schedule and include but not will be limited to:

- Completing design of the system based on the project goals and objectives and RTS feedback.
- Completing installation, integration and testing of the system.
- Ensuring all system components are integrated and operating into the new system properly.
- Responding, troubleshooting, and correcting any deficiencies during the burn in and system commissioning periods.
- Providing repairs of the system in a timely manner and providing technical support (pending contract terms)
- Providing training on all system components

5.5.4.1 Status Reporting

The proposal shall describe the proposer's approach to status reporting. RTS reporting requirements include but are not limited to the following elements to be reported on a weekly basis to the RTS project manager:

- Executive summary of project progress
- Current period accomplishments
- Next period activities
- Issues
- Items requiring direction/decision
- Major milestones and deliverables (related to task and milestone IDs in project schedule)
- Budget information
- Percentage of work completed to date
- Schedule adherence
- Change requests

Bi-weekly (every two weeks) phone calls (or in person meetings) will also be held between RTS and proposer's project manager. The proposer's project manager shall ensure that the appropriate personnel are present at these meetings, who can provide the required project status and information. The proposer's project manager will prepare and distribute an agenda at least 24 hours prior to each meeting. The meeting agenda will consist of those items pertaining to work activity since the last meeting and work activity that will occur between the present meeting and next future meeting.

All issues recorded since the last meeting shall be discussed and any conflicts resolved. A "punch list" shall be maintained for any outstanding work items related to the project, and the proposer's project manager shall be prepared to discuss the punch list at these meetings. The proposer's project manager shall identify and communicate any issues on a timely basis. The

project manager will provide minutes for all of these meetings, documenting all decisions made, recommendations, results of reviews, requested change orders, etc.

5.5.4.1.1 Punch List

The proposer shall maintain a "punch list" for RTS. The "punch list" shall have each action item numbered and indicate the date generated, item description, person assigned to item, date resolved and ongoing notes on resolution. The "punch list" shall be revised and resubmitted to RTS on a weekly basis.

5.5.5 **Approach to Working with RTS Information Technology (IT), Transit Staff, and Existing Solutions**

The successful proposer is expected to work with RTS staff, as well as other RTS partners to successfully deliver the TSS solution.

The proposal shall describe proposers approach for engaging RTS staff. The approach shall include the timing of involvement and the effort expected from each of the RTS business areas in order to successfully implement the solutions. Include any roles required by RTS to supply, as well as estimate the time required of them, and linkage to appropriate WBS.

RTS will provide a project steering committee to provide project oversight, high-level guidance, and necessary decision-making. The committee will review the project design plan, participate in design reviews, review test plans, training materials, and documents, participate in system acceptance, and support the transition into full operation.

All proposed resources shall be available during RTS core working hours (07:00 am – 6:00 pm, Monday to Thursday, Eastern Standard Time).

5.5.5.1 *Kick-off Meeting*

RTS will hold a “kick-off” meeting with the proposer within one week from the NTP for the project. The proposer shall attend the kick-off meeting and shall also ensure any sub-proposers and their appropriate personnel are present at the meeting. The administrative and technical aspects of the project will be discussed at the kick-off meeting. Prior to the kick-off meeting, the proposer project manager will provide an agenda to all potential meeting participants.

The proposer shall submit a project schedule within 10 days from the kick-off meeting that explains its proposed methodology to completing the project scope and its approach to work including design, customization of software, implementation, training and on-going support.

5.5.6 **Project Performance**

The proposal shall describe the Proposer’s approach to measuring project performance as it relates to schedule, scope, and cost.

5.5.7 **Project Functionality and Documentation**

The proposal shall describe the proposer’s approach to achieve RTS functional requirements as outlined in Section 0 6

Functional and Technical **REQUIREMENTS**. Additionally, the proposer will provide a detailed specifications document specific to RTS’s operating environment that identifies the system design, configuration settings, and any customizations or modifications required to comply with RTS’s work rules and business needs.

5.5.8 **Risk Mitigation Plan**

The Proposal shall describe the proposer’s approach to risk management.

5.5.9 **Quality Assurance Plan**

The proposer shall provide a Quality Assurance/Quality Control (QA/QC) Plan in accordance with the Federal Transit Administration (FTA) Quality Management System Guidelines. The quality assurance process shall ensure adequate quality throughout all areas of the performance of this project. The quality control process shall ensure accurate problem description and recording, assignment of personnel, tracking of progress for corrections/revisions, and disposition of the problem throughout the design, testing, and implementation phases of the project.

The QA/QC program shall provide for the prevention and ready detection of discrepancies and for timely and positive corrective action. The proposer shall make objective evidence of quality conformance readily available to RTS. The QA/ QC program shall include effective control of purchased materials and subcontracted work.

The proposer shall maintain records or data essential to providing objective evidence of quality until the expiration of the warranty period (see 5.14) and they shall be made available to RTS upon request. Examples of quality-related data include: inspection and test results, records of sub-proposer quality programs, cost records pertinent to acceptance of nonconforming

material, support for change order documentation, design reviews and walkthroughs, and the results of internal and proposer audits.

5.6 Project Design Configuration

5.6.1 System Requirements Plan

The proposer shall conduct one or more user needs and system requirements review meetings with RTS staff. The purpose of this review is for the proposer to confirm the preliminary system requirements contained in this specification, to ensure the documented requirements reflect the current knowledge of the customer, to identify requirements that may not be consistent with product development constraints, to create and develop a final system requirements document, and to put this document under version control to serve as a stable baseline for continued development of the system requirements.

At these meetings, the proposer team members are to work closely with RTS subject matter experts to complete the following tasks:

- Assess any impacts on existing and future required business processes such as:
 - Dispatch
 - Control Center
 - Planning and Scheduling
 - Customer Service
 - Transit Management
- Develop the product configuration to meet RTS business needs as well as associated configuration documentation.
- Identify system architecture representing a fully interoperating collection of distinct systems, subsystems, and components (including all technologies exercised now or in the future by RTS).
- Identify and document individual infrastructure requirements
 - Servers (processor, RAM, hardware, network adapters, redundant power supplies and fans)
 - Desktop computers
 - Peripherals
 - Communication and network hardware
- Work with RTS in the development of an implementation plan that will be inclusive of how transition will occur from current to new TSS solution.
- Work with RTS to develop acceptance test plans, procedures, scenarios and scripts.
- Develop and deliver associated user and system manuals and training guides
- Data backup and recovery plan.

Following the requirements gathering process, RTS will arrive at a decision on whether to deploy the optional items covered by this scope of work and the proposer's proposal. The proposer's cost proposal shall be valid for a minimum of 180 days from the solicitation closing date.

The proposer shall incorporate any optional functionality selected by RTS into the system requirements document and submit to RTS for written approval. Approval of the system requirements document shall be the basis for the development of the system design document.

5.6.2 System Design/Configuration Plan

The system design document shall consist of individual submittals for each subsystem or discrete sections of a combined submittal containing all subsystems and shall include the following materials:

- An overview of the equipment, system, interfaces, and configuration proposed for implementation.
- All equipment, assembly, and installation required to carry out the work whether or not such items are specifically indicated in the minimum requirements of these specifications.⁶
- Installation reports for TSS solution
- Detailed technical documentation on all software, addressing the functions of each module, the format of all user interface screens, the format of all reports, the data fields to be included in all data exchange interfaces and any other software aspects warranting advance agreement with RTS prior to system customization/configuration.

⁶ It shall be understood that the contract and agreement contemplates and requires turn-key construction and installation. Any equipment or parts required to provide a complete and operational system, and not specifically mentioned herein, shall be provided by the proposer without any claim for additional payment.

- A table detailing the approach taken in the design to address and conform to each individual requirement in the system requirements document.⁷
- Performance expectations specific to things such as archiving abilities, number of concurrent operational users, screen refresh rates, etc.
- Required interfaces with other communications and non-communications subsystems.
- Interface Control Document (ICD) describing all proposed hardware and software interfaces with components from different manufacturers.

The system design document shall be submitted no later than 30 days after the NTP date.

5.6.2.1 Infrastructure Considerations

See **Appendix 6. Infrastructure Services Minimum Technical Requirements**.

The proposer shall also provide completed responses⁸ to **Appendix 7. Standard Technical Questions** which will help define infrastructure requirements to support their solution regarding items like:

- Workstation configuration and specification
- Network bandwidth
- Central Processing Unit (CPU)
- Memory⁹
- Disk Space
- Operating System
- IP addressing requirements
- Reliance (components supplied or proposer support) on other third party software/components
- Local network firewall modifications

The proposer must also recommend the number of central system and mobile workstations upon which the system shall be installed and that can be accessed simultaneously.¹⁰

Proposer will be responsible in procuring the necessary server-based, network, and desktop infrastructure. Proposer shall provide a life cycle and equipment projection that provides a 10-year budget outlook with replacement costs and lifecycle of products.

5.6.2.1.1 Equipment List

The proposer shall submit a table of manufacturer, model¹¹, serial, and part numbers, as well as description, battery type (if applicable), firmware and programming versions for all proposed equipment and materials to be used for individual subsystems. The equipment list shall include all materials inclusive of those items that are not specified above, including but not limited to, conduit types and sizes, supporting devices, electrical boxes, miscellaneous materials, and any associated peripherals. Include the expected lead-time for each item while identifying the ones with lead-times greater than 30 days. The table shall be grouped for each subsystem with functional descriptions of equipment or material included. Quantities and locations shall be included.

As part of the equipment list submittal, the proposer will be required to:

- Submit product information sufficient enough to determine if the component meets the described specification.
- Identify the power load, heat load, and physical space requirements for each location where equipment will be installed.
- Submit electrical, mechanical, block, and functional diagrams with corresponding parts list as well as other drawings or details specified within individual subsystem specifications.

⁷ The selected proposer shall submit explanatory or mitigating evidence as well as alternative design recommendations for each clause that the proposed implementation is determined to be non-compliant or complies with exception.

⁸ The proposer must address all sections/questions. Not applicable (N/A) is an acceptable response for any that do not apply to this particular project.

⁹ RTS expects that when any new display is requested, the new display complete with data values shall appear on the local workstation screens within <1 second under the peak load conditions. For this requirement, display response time is defined as the response time to display current database data on a display.

¹⁰ RTS reserves the right to elect to operate workstation software on additional PCs and laptops attached to the COG network.

¹¹ Include proposer model and part numbers if different from manufacturers numbers.

- Provide a copy of all applicable part certifications and registrations.
- Identify and describe all major system cutover events or integration activities, including techniques, methods, and procedures.

5.6.2.1.2 Bill of Materials (BOM)

The proposer shall include the BOM in the proposal for all equipment and hardware supplied under the agreement to meet the specifications of this scope of work. Each component shall also include the second source for manufacture.

5.6.2.2 *Design Process*

During development of the system design plan the proposer shall conduct a series of software “walkthroughs” to serve as progress reviews and to solicit and obtain inputs from RTS during the development and customization of the ITS. The intent of these design reviews is to help ensure that the final product will meet RTS technical and operational requirements specified in the system requirements document. This approach shall also ensure that RTS is familiar with the product thus expediting the testing process.

5.6.2.3 *Approval of System Design Document*

Toward the end of the design process, the proposer shall arrange for a final design review meeting that shall include an update of all of the design activity to date and presentation of the system design document to RTS for written approval. All major sub-proposers and key personnel shall attend the presentation. Approval of the system design document will allow the proposer to complete its customizations of the software to an approved specification. Any unapproved modifications and implementation efforts conducted before the approval of the system design document will be at the proposer's own risk.

The system design document submitted for final approval shall be organized to include the following final design information:

- Approved and updated versions of all previously submitted design review materials. Updated material shall represent complete design, and detailed product (component level) parts list, drawings, phasing and interface details required for installation.
- Updated product submittals for all, materials and components for which product submittals were not previously submitted and approved.
- Complete Drawing index.
- Complete list of items to be serialized.
- Complete cable identification and equipment labels.
- Complete wiring diagrams for all equipment to be installed, modified, upgraded, or interfaced to under this contract; include any equipment located at remote sites.
- Top level mechanical drawings, if applicable.
- Grounding details.
- Power panel schedule and distribution.
- Shop drawings to illustrate detailed connections and hardware interfaces for each and every component of the TSS.

The proposer will hold a meeting following the submittal of the draft system design document to discuss comments and proposed responses. The meeting will be used to reach agreement on any outstanding issues raised through the review process. The proposer must ensure that a RTS reviewed and approved system design document is realized no later than 60 days after the NTP date and cannot move into the next phase of the project until they have received written approval from RTS.

5.7 **System Installation**

All installations shall be accomplished in accordance with best industry standards and practices and performed in accordance with all Federal, State, and Local laws, codes, ordinances, and regulations. The end result will be a completely engineered, integrated, and operating data system. The successful proposer shall perform system installation and deployment testing to confirm that the proposed solution will function within the RTS IT environment. They will also ensure that the installation and configuration procedures for server, and any other components are documented.

RTS will provide access during normal business hours for central system installation work that does not disrupt normal operations. All installation and cutover work that disrupts normal operation shall be conducted at night, weekends, or during other off-hours with RTS approval. The exceptions are with prior agreement and on equipment that RTS identifies as not in use. All installations shall be complete before the equipment is needed by RTS. All components, materials, products and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of applicable manufacturer, fabricator, supplier, or distributor, except as otherwise provided in contract documents.

It is the proposer's responsibility to ensure that all equipment supplied and installed for the system works accurately and reliably in the hard transit environment, including providing the necessary equipment and climate controls to ensure proper functioning. The proposer is also responsible for restoring the condition of any affected structures, wiring, fixtures and finishes at the installation sites. Where necessary the contactor shall professionally close-off and finish (no rough edges, holes, etc.) all openings caused by the removal of old equipment in a manner acceptable to RTS. Any damage due to the mistake or negligence of the proposer during installation shall be corrected at proposer expense. The proposer shall be responsible for providing or arranging the provision of all parts (e.g., hardware, equipment, brackets, computer enclosures, pull boxes, junction boxes, conduits, power and communications infrastructure, interconnect cables, mounting brackets, stanchion extensions, cable labels, grommets, cable clamps and harnesses, environmental control devices, etc.), materials, and labor necessary for the equipment and its installation up to and including system acceptance. RTS is not responsible for damage during shipping and prior to acceptance.

RTS shall have the right to observe and inspect any and all installation activities and/or completed systems, at will and require the proposer to immediately replace any unqualified installer. RTS shall have the right to test any component or piece of equipment furnished, in a lab of RTS's choice. If a type of equipment does not meet the manufacturer's specifications as stated in the proposer's accepted proposal, it will be the proposer's responsibility to correct the problem in all pieces of that type of equipment furnished, at no additional cost to RTS.

For purposes of quality control and efficiency, to the greatest extent possible the proposer shall maintain the same installation crew(s) throughout completion of all vehicle installations.

5.7.1 **Installation Plan Document**

After approval of the System Design Document, the proposer shall prepare and submit an installation plan document that shall become the governing document from which all elements of the system will be installed, tested, and verified. The proposer shall submit the installation plan document for commenting and written approval from RTS at least 30 days prior to undertaking any installations. They shall provide text, catalog cut sheets, diagrams, drawings, illustrations and images using adequate detail to allow for quality installation by a technician without further training in conjunction with other installation instructions provided by the proposers of individual equipment components. It shall include details on:

- Rate of installation
- Composition of installation crew(s)
- Approximate dates at the facility
- Cutover scheme
- Minimum resource allocation for any installation phase
- Asset/Inventory accounting
- Equipment installation locations/mounting
- Routing, conductors, color-coding, labeling, and connectors for power, communications, and ground circuits
- Any special or unique installation requirements
- Equipment to be used to perform installation
- Connections with, any required modifications to, and restoration of existing infrastructure
- Work area and equipment storage requirements and component delivery management
- Methods and quality standards
- A detailed component list and how each item version number and serial number shall be recorded for each installation configuration
- The order in which equipment items are to be installed, with estimated durations.
- Supervision and quality assurance procedures

This installation section of this document shall encompass all of the requirements in the following sections:

- General installation requirements
- TSS installation scheme
- Equipment Removal, Relocation, and Restoration
- Wiring and wiring practices
- Equipment identification
- Equipment installation
- Corrosion
- Brackets and fasteners

5.7.2 **Installation Requirements**

RTS will require a successful demonstration of all ITS components, before installation sign off will be granted. Installations shall be performed on days and times agreed to by RTS and the proposer. At the request of the proposer and with no less than two (2) days advance notice, RTS may permit installations at other times. Additionally, as part of the installation process, the proposer shall:

- Install and configure the entire system, including RTS-provided computer and network hardware and integration with existing systems, as well as the backup and test environment systems, in addition to the primary central system.
- Install all equipment in a manner that allows for simple, component level (modular) replacement of failed equipment by RTS staff.
- Demonstrate that installation methodology protects equipment from tampering and vandalism and that the equipment used is vandal resistant.
- Ensure that equipment, electrical connections, and wiring are protected and concealed from view as much as possible, designed so that there is no hazard in the event of incidental contact, and secured to prohibit damage by accidental abuse.
- Secure all equipment with tamper proof hardware.
- Select components that minimizes maintenance and the use of special tools for maintenance
- Provide cabling to connect to RTS demarcated network, server racks, and power locations.
- Supply any electrical equipment necessary to operate system components using existing electrical power at fixed facilities.¹² If existing power arrangements are unsatisfactory, the proposer must specify any proposed alterations.
- Not reduce the capabilities or availability of existing infrastructure affected by or to be integrated into the new system, such as the RTS Local Area Network (LAN).
- Only be authorized to undertake installations after RTS written approval of a pre-installation inspection documenting the existing condition of any existing infrastructure that may be affected by the installation.
- Be responsible for the security of equipment during its transport and installation period. RTS will provide space for the proposer to establish secure storage facilities adjacent to each installation area.

RTS will provide space for central system installation. RTS will provide light and electrical service at all installation locations. RTS will complete agreed upon modifications to existing infrastructure required to support the installations.

The proposer shall not repair, replace, or modify any piece of equipment without the knowledge and written approval by RTS. All work performed by the proposer shall be reported to RTS and documented by the proposer.

5.7.2.1 *Use of Premises*

Proposer shall confine component, product, storage of materials, and equipment and operations of workmen to areas permitted by law, ordinances, permits, or requirements of RTS, and shall not unreasonably encumber premises with equipment or other materials or equipment. Proposer shall coordinate with RTS for the placement or storage of items, components, materials, products, and equipment. Proposer shall not interfere with daily operations of RTS by placement or storage of items, components, materials, products, and equipment unless approved by RTS.

During progress of work (site preparation, unpacking of shipping materials, installation of new equipment), proposer shall keep premises free from daily accumulations of waste materials, rubbish, and other debris resulting from work. At completion of work day proposer shall remove and properly dispose all waste materials, rubbish, and debris from and about premises as well as all securing tools, appliances, equipment and machinery, and surplus materials, and shall leave site clean and orderly and ready for the next day of work; all dumpsters and related containers used for disposal, are the responsibility of the proposer.

The proposer shall ensure regular, clear, and consistent communication between the installers and RTS personnel during the installation process. Installers shall check in with RTS at the start of each work day and again at the end of each work day to report their work progress. All proposer, sub-proposer, and supplier employees shall comply with RTS policies and procedures while on RTS property.

5.7.2.2 *Equipment Removal, Relocation, and Restoration*

The installation plan shall include a submittal detailing a plan for all the equipment and facilities requiring removal, restoration and /or relocation required under the resultant contract to include:

¹² In all instances where existing wiring, switches, or contact points are used, the proposer shall be responsible for testing and certifying that the wiring, switches, or contact points are in an acceptable state and suitable for reuse. In the event that such wiring, switches or contact points are not suitable for reuse, the proposer shall immediately upon discovery, notify RTS that replacement is required.

- All the items (by subsystem and location) requiring restoration, rebuild and/or upgrades to its original condition or better.
- All the items (by subsystem and location) requiring removal.
- All the items (by subsystem and location) requiring salvage and packaging to keep original condition or better.
- A plan for temporary relocation and storage.

5.7.2.2.1 Removal of Prior ITS Equipment

Unless specified otherwise in this RFP under no circumstances is any equipment, modules, wiring, or connectors to be reused for the new system. Proposer shall cover and/or repair in a professional manner any cut-outs, holes, or gaps as a result of removal of old equipment. The proposer shall box, deliver and inventory, by providing RTS a detailed listing, all removed equipment. The inventory list shall include at a minimum the following information:

- Inventory item number (if any)
- Equipment type
- Model number
- Serial number

The proposer shall not dispose of any equipment unless given written permission by RTS.

5.7.2.3 Detailed Installation Report

The proposer shall design an installation plan for all equipment that will optimize its operation, service life, reliability, availability, and maintainability. These installation plans shall address topics like:

- What equipment will be installed and where?
- How equipment will be installed?
- What is the existing condition of any structures, wiring, fixtures, and finishes that may be affected by the installation?

The TSS installation plan requires RTS approval and is to contain at a minimum the following:

- Placement and setup of all hardware components
- Physical (mechanical) integrity of all mounting, fastening and electrical hardware components
- Safe and appropriate electrical power supply connections
- Site-specific software and firmware installation
- Site-specific software and firmware programming or parameter adjustment
- Safe and appropriate analog and/or discrete data and control electrical connections
- Labeling system components
- Server equipment cabinet layout schematics
- Communication and component functionality test checklist
- Any network requirements/ dependencies

The proposer shall provide a sample “Detailed TSS Installation Report” or similar for RTS review as part of the RFP response.

5.7.2.4 Wiring and Wiring Practices

Wires and cables shall comply with National Electrical Code (NEC) and be installed according to the following:

- All conductors shall be pure copper, of not less than 99% conductivity. The use of aluminum conductors shall not be permitted.
- Conductors shall be continuous without splices.
- Conductor gauge, insulation, and shielding shall be designed according to industry standards and accepted engineering practice for the intended purpose.
- Industry standard color-coding shall be used throughout.
- All applications requiring physical movement and flexing shall use stranded conductors.
- All crimp lugs shall be copper, or plated copper. The use of aluminum lugs is not permitted. Connections shall be made only with the manufacturers approved crimping tools. All crimp connections shall be made to the manufacturers recommended compression. The tool die shall imbed the manufacturer's impression and listing.

- All cables and wiring shall be routed inside conduits located in electrical panels or behind body panels. These conduits may be rigid or flexible, and must be non-conductive. Any exposed cables and wiring must be protected by cable loom or equivalent device, secured to a solid point that prevent cable damage, and shall be approved by RTS.
- Unless installed in conduit, wiring within console cabinets, shall be neatly installed and bundled with appropriate wire-ties.
- Wiring and connection of devices referenced in these specifications, shall be installed in conduits or raceways and shall be included as part of the work to be performed by the proposer. Wiring shall be accessible for maintenance. Wiring installed in modular furniture shall be run in the trays or channels designed for that purpose. All wiring in communications sites shall be installed in accordance with all standards referenced in this specification.
- Cable and wiring penetrations through metal cabinets shall be insulated with dielectric grommets.
- Wiring in dropped ceiling areas shall not lie on top of light fixtures or ceiling tiles.
- All wiring shall be secured but with sufficient slack to allow movement without strain on wire terminals, connectors, or other wire termination hardware, and must be protected against chafing, and any contact with conductive, sharp or abrasive objects.
- Wiring shall be located such that normal equipment motions, maintenance access, heat sources, radiation, and the environment do not damage or reduce the life of the wiring.
- Wire dress shall allow for sufficient slack at terminals to provide for shock and vibration induced movements, equipment lifting, alignment, cover removal and component replacement.
- All cables, wiring, inter-connectors, switches, circuit breakers shall be heavy duty and specifically designed for their purposes and for transit applications. They shall meet all applicable industry standards and recommended practice.
- All transmission lines shall be submitted to RTS for approval prior to being installed. All transmission lines shall be installed in full accordance with the manufacturer's recommended minimum bending radius, and length of span at any point of the installation. All connectors shall be installed according to the manufacturer's instructions and specifications. All connectors must be manufactured by the same manufacturer as the cable, no substitutions will be allowed.
- Cables, wiring forms, and terminal blocks shall be identified by permanent labels, tags, or other appropriate means. Marking shall clearly indicate the function and source. Cables shall be identified at both ends with indications of the source and destination of that cable run. The cable identification shall agree with the wiring and interconnect diagrams.
- Components and/or entire system will be clearly identified, tagged, documented, and diagramed. The proposer is not authorized to change, modify or remove any existing jumpers or patch cables, lines, or wires unless otherwise authorized in written format.

5.7.2.5 *Equipment Identification*

- Controls, adjustment points, displays, connectors, terminal strips, and circuit boards shall be legibly and clearly labeled (part number and/or serial number), diagramed, and indicating the function.
- Legends on control panels and other equipment shall be permanent, resistant to fading or peeling, and capable of withstanding repeated cleaning without degradation or loss of legibility.
- Legends shall be applied to equipment by silk-screening, etching, engraving, or other approved method. Stencil transfer letters, hand applied letters, or embossed strips are not permitted.
- Labels shall be the equivalent in quality, legibility. Proposers shall submit samples of labeling for approval by RTS before commencement of any labeling. Labels shall be protected from deterioration, and "smearing" by a protective surface.
- Components with non-identical functions shall not be nor shall they appear to be interchangeable.

5.7.2.6 *Equipment Installation*

The installation design of all fixed equipment shall be approved by a structural engineer licensed in the state of Florida. The following shall apply to all equipment installation:

- Installation shall fully comply with local seismic and wind load requirements.
- All fixed equipment shall be securely anchored.
- The first rack in each row shall be securely anchored to the wall, and additional racks shall be bolted to the adjacent rack at the top of the rack. Stand-alone racks, and every third rack, shall be securely cross-braced to the ceiling. Racks and cabinets shall be shimmed to plumb alignment; the use of leveling screws or leveling legs shall not be permitted.
- Equipment rack spacing shall allow not less than 3' clear working space. All equipment shall have full access front and rear, except that equipment mounted on swing-out racks is permissible.
- All equipment and equipment racks shall be grounded.

- Cabling shall not be accumulated in cable racks to accommodate excessive lengths; all cabling shall be fitted to the site.
- All connectors, fasteners and connections shall be water-tight and solvent-resistant, oil-resistant, and dirt-resistant.
- All modules and assemblies shall be connected using standardized durable, positive-locking, and indexed quick disconnect fasteners.
- All connectors shall provide for positive and secure connections which will not be impacted by vibration, cable movement/kinking, and normal operating activities.
- All circuits shall be protected by circuit breakers. All circuit breakers shall be permanently labeled to show their functions.
- Lightning suppression devices shall be provided for all power input circuits, control circuits, and all other circuits, equipment, and cabling that could be exposed to lightning generated transients. Lightning suppression devices shall be rated for maximum surge current, turn-on voltage, turn-on time, power capacity, and other characteristics as appropriate to the protected circuit, and the proposer's equipment and design.
- All equipment operating from AC power, including consoles, console electronics, base station, and computer terminals shall be equipped with surge protection devices. The proposer shall submit to RTS for approval the type device proposed for each application. The device(s) shall be listed by a third party laboratory.

5.7.2.7 *Corrosion*

All parts shall be made of corrosive resistant material. Contact surfaces of dissimilar metals shall be treated to prevent galvanic corrosion.

5.7.2.8 *Brackets and Fasteners*

Materials shall not be galvanized until all shop operations upon it have been completed. Galvanizing of shapes and plates, bolts, nuts, washers, locknuts, etc. shall be in accordance with American Society for Testing and Materials (ASTM) standards.

5.7.2.9 *Safety and Protection*

Proposer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with work. Proposer shall take all necessary precautions for safety of, and shall provide necessary protection to prevent damage, injury or loss to:

- All employees on work and other persons who may be affected thereby.
- All work and all materials or equipment to be incorporated therein, whether in storage on or off site.
- Mitigate damage to other property at site or adjacent thereto, including electronics, walls, racks, cables, conduit, lines, wires, routers, switches, servers, vehicles, structures, and utilities not designated for removal, relocation, or replacement in course of the project work.
- Return site/work area to pre-work condition where site was not affected by contracted work.

Proposer shall document all aspects of pre-work condition, manufacturing, work progress, and assembly by submitting daily logs and taking of digital pictures documenting the entire process in the contract file.

Proposer shall comply with all applicable laws, ordinances, rules, regulations, codes standards, and orders of a public body having jurisdiction for health, life, protection and safety of RTS, proposer and sub-proposer employees, general public or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards, safety devices, and protective equipment for such safety and protection in connection with the performance of the work covered by the contract.

Proposer shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the jurisdiction having authority.

Proposer shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. Proposer shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with written consent of RTS and others whose work will be affected.

5.7.2.10 *Shop Drawings*

All drawings submitted shall be in U.S. English only and shall use inches and feet for all measurements. Drawings shall include photos or AutoCAD drawings of the equipment locations and electrical wiring routing, and electrical schematics of wiring. The shop drawings shall establish the actual detail of the work and the location and method of attachment of the equipment.

5.7.2.11 *Asset Management*

During the installation process, the proposer shall maintain an electronic list of all equipment and software installed at RTS. The list shall contain:

- Product description and manufacturer
- Quantity installed and quantity as spares
- Serial and model numbers, where available
- Installation or storage locations
- Status of equipment (e.g. installed, spare, awaiting repair, etc.)
- Warranty provisions (e.g., type, expiration date)
- Replacement status of each part and reason for replacement

The proposer shall update the asset list whenever equipment or software is installed, replaced or removed. The updated list shall be provided to RTS and in a format useable by Microsoft product and databases in use by RTS for tracking controlled assets.

5.7.2.12 *Original Equipment Manufacturers (OEM) Parts*

Where the proposer is providing components manufactured by a third-party supplier, the proposer shall ensure that all such components are installed in accordance with the original equipment manufacturers (OEM) installation guidelines and shall arrange for OEM/supplier on-site and remote support as is necessary to ensure the proper operation of its equipment at no additional cost to RTS.

Additionally, in utilizing OEM equipment, the proposer must:

- Supply modern, first run quality, new, unmodified OEM products
- Utilize OEM products from authorized distributors. Evidence that products were obtained by the selected proposer from authorized distributors shall be provided to RTS upon request.
- Provide OEM equipment with the latest firmware, patches, and software updates available at the time of delivery.

5.7.2.13 *Installation Systemic Failures*

If during the installation period, component failures occur to an extent of 5% of the same components used for the same function in the same assembly or subsystem among all system elements furnished under this contract, the proposer shall, within 30 days of notification of such instance, commence a modification program to repair or replace all such components to correct the cause(s) of such failures at no additional cost to RTS. RTS may, at its sole discretion, prohibit additional installation of such components until issue is corrected.

The design of the repair or replacement of the component(s) involved in each such modification program shall be developed by the proposer to remedy the nature and probable cause of the component failures and shall be approved in advance of the repair or replacement by RTS. Repair and/or replacement of components pursuant to each modification program shall be according to the same provisions herein as if such components were failed components requiring repair and/or replacement, whether or not actual failures for some or most of the involved components have occurred following notification of a requirement for a modification program.

5.7.2.14 *Work Standards*

Equipment shall be installed in a neat and workmanlike manner, in accordance with good practice, by competent technicians and mechanics. The proposer shall adhere to all applicable installation standards, laws, ordinances, and codes as required by the latest editions of the NEC, Institute of Electrical and Electronics Engineers (IEEE), Occupational Safety and Health Administration (OSHA), or other governing sources. All installations shall meet such requirements. The proposer shall be responsible for all costs associated with any permits, plan reviews, and inspections. It shall also be the proposer's responsibility to procure all documentation required to install and adhere to the proper installation standards, laws, ordinances or codes.

5.7.2.15 *"As-Built" Documents*

At the completion of installation, the proposer shall provide an As-Built Document (ABD) to RTS. The ABD shall include:

- An inventory of all components supplied including supplier, model number, serial number and installation location;
- An inventory of all spare parts supplied including supplier, model number, serial number and storage location
- All reference and user manuals for system components supplied by third parties

- All warranties documentation
- A diagram indicating all interconnections between components
- The version number of all software
- Software installation media.

5.8 System Testing

The proposer is responsible for all test logistics and coordination activities. The proposer shall establish and implement a test program that will ensure all communication and data systems, subsystems, components, equipment, hardware, software, material, and services furnished during the performance of this contract meet the performance and technical requirements, specifications and standards, as specified within this RFP. System components, subsystems, interfaces and software processes shall be tested individually and as a whole to demonstrate that the system meets contract requirements. Proposer will be required to perform and pass all tests for the completion and acceptance of the provided system.

Work under this section shall include all labor, materials, and support services required to completely test all hardware and software of the installed system. No adjustments, modifications, or substitutions shall be made to the system by the proposer during testing, except with written approval by RTS.

The successful proposer will be required to perform an operational readiness test for all installed components:

- All supplied hardware components function as per specifications
- All supplied software components function as per specifications
- All data communication occurs as per specification
- All integrated components and interfaces function as per specifications
- All inputs and outputs function as per specifications

The successful proposer will be responsible for verifying adherence to defined specifications and shall include in their response that they can meet this requirement. Should any test indicate that specific hardware, software, or documentation does not meet RTS's requirements, the appropriate items shall be replaced, upgraded, or added by the proposer at no cost to RTS and as necessary to correct the noted deficiencies. After correction of a deficiency, all necessary retests shall be performed to verify the effectiveness of the corrective action.

RTS reserves the right to conduct audits and/or reviews of the test results. No test shall be considered complete until results are signed off by an authorized RTS representative. The successful proposer will make available to RTS copies of all testing results. The proposer may be requested to provide explanations concerning the validity of collected data and test results. RTS's decision on the validity of the collected data will be final.

Periods of informal testing shall be permitted to be witnessed by RTS staff to verify proper design of the ITS under development by proposer. These "unstructured" tests are not specifically included in the approved test procedures.

All staff training must be completed prior to testing.

5.8.1 Test Program

All materials furnished and all work performed under the contract shall be inspected and tested. The following task requirements are the proposer's responsibility for the test program:

- Develop comprehensive test plans detailing methods and test procedures to be utilized to ensure compliance with all applicable requirements.
- Develop detailed test procedures for each individual test within each category of testing.
- Submit all test plans and their respective procedures for written approval by RTS prior to use for evaluation and testing. Prepare and submit revised test procedures and test plans to correct procedural and technical errors or omissions discovered in those documents after their initial RTS review.
- Furnish personnel, calibrated test equipment, tools, and miscellaneous supplies as necessary to perform all approved tests and retests, and to maintain all systems and equipment during the test period and until written acceptance by RTS.
- Coordinate unified test program activities with all current and future schedules and activities of proposer's sub-proposer(s) or other RTS employed proposers, if applicable, and with RTS to avoid conflicts with operational requirements.
- Prepare detailed test reports, summary reports and progress reports beginning within ten (10) days after RTS's approval of test plans.

- Submit all raw test data, test results, evaluations, and summary reports for review by RTS.
- Furnish labor and material to correct and/or effect RFP compliance. This shall occur without unreasonable delay.
- Participate in RTS final acceptance activities.
- Furnish inventory services and demonstrate system or equipment operation in support of requests by RTS.
- Provide support and access so that RTS can inspect and test any portion of the work during normal work hours.
- Document all performed test and inspections as detailed in the approved test procedures and plans. Submit all written approval documentation to RTS.
- Replace all equipment damaged as a result of the tests and shall bear all associated costs.

The proposer shall advise RTS, in writing, two weeks prior to the date(s) of scheduled tests and inspections. RTS will witness these tests. Two certified copies of installation completion test and inspection data shall be submitted to RTS within seven days after test completion for review and acceptance.

5.8.1.1 Test Program Considerations

The proposer shall test all applications to ensure that it operates and communicates as designed, configured, and implemented. Generally, the individual and collective testing of all components, equipment, material, and systems may include, but may not be limited to: electrical, mechanical, operational, and functional parameters.

At a minimum proposer will confirm:¹³

- Installed hardware components power up and conduct self-diagnostics
- Conformance to drawings, specifications, and applicable standards and for satisfactory appearance.
- Component communication, functioning, and data exchange between all component interfaces per specified system criteria, including those supplied by others and existing RTS owned systems (e.g. schedule information automatically available to Fleet-Net).
- Hardware and software follows start, restart, and shut down procedures.
- All hardware and software is complete, of only approved products, and accurately installed and configured in accordance with approved drawings and diagrams and expected workmanship quality; any device certifications required by regulatory agencies shall be the responsibility of the proposer. All required certifications shall be submitted with each shipment of devices or subsystems
- Properly cable and wiring connections and termination.
- All applications, services, operating parameters, and other requisite components and configurations meet RTS operational needs per the requirements of this RFP, OEM specifications, and system design document.¹⁴
- Required application interfaces including inputs/outputs are established and functioning
- Applications/devices that require credentials for access are properly prompting for and then processing this information and are adhering to functional role access validation.
- The integrated operation of all system components both when the system is running on the primary central system hardware and after it has automatically been failed over to the backup central system hardware.
- Accuracy of hardware and software documentation.
- Appropriate server, desktop, and system start-up, login, shut-down, restart, back-up, restore, failover/redundancy, initialization, configuration.
- Successful migration of configuration and data between environments (test/acceptance/production).
- Proper import of existing Fleet-Net scheduling data to new TSS.
- Software patch/upgrade.
- Validation of data accuracy, reporting, archiving, and purging.
- Spare capacity and ultimate sizing requirements have been met, including all expansion requirements.¹⁵
- Processor loading and system response time requirements have been met while exercising all proposer-supplied software and performing functions.
- Software and database maintenance functions.
- All user interface functions.

¹³ RTS reserves the right to perform additional non-destructive tests and inspections not explicitly listed in the RFP at any time during the course of the contract work. Results indicating deficiencies involving non-compliance with these RFP requirements will be reported to the proposer for corrective action. This additional testing by RTS is not to be considered as a replacement for any testing required of the proposer or a manufacturer producing materials for the contract.

¹⁴ Each major subsystem shall be powered a minimum of 20 hours prior to testing.

¹⁵ All hardware shall have 100% expansion capacity beyond what is required to support existing RTS application and the proposer's solution.

- Interactions between software and hardware while the system is operating as an integrated whole is free of problems.
- Proper calibration of OEM supplied equipment to OEM supplier guidelines.
- All data transfers to the appropriate databases.

5.8.2 **Test Plan**

The proposer shall submit an acceptance test plan that defines testing and acceptance at RTS. The Plan shall:

- Describe how each testable specification requirement will be demonstrated, including the testing methodology.
- Describe what result constitutes a successful test.
- Identify the role and responsibility of the proposer and RTS during each test.

The plan shall also include a comprehensive list of all of the required tests per subsystem that are to be performed in order to meet RTS's requirements for all features of devices, software functions, and reports. Each test will include:

- Test schedule
- Scope, conditions, and purpose of the procedure tests.
- Pre-requisites of the test environment, including access, availability, and equipment configuration for each group of functions.
- Required test equipment, applications, simulators, and tools, with calibration data for each item.
- Required test participants and roles.
- Enumerated step-by-step procedures and scripts to be executed, including test setup, regression test, expected results, and pass/fail criteria.
- Test procedures shall be modular to allow individual test segments to be repeated as necessary and rely on use-case testing to demonstrate end-to-end connectivity and correct processing/handling of data.
- Drawings depicting test setup with list of equipment, parts, and material used and tested.
- A form to record the tools with calibration date, test measurement, entry/startup conditions, exit/closing conditions, pass/fail criteria, and space to record the pass/fail outcome and the signature of the test engineer and a test witness.
- A form to record the identifier of the defect report/problem report(s) generated as a result of faults/problems detected during the test. All the troubleshooting techniques and corrective actions shall be documented on this form.
- Procedures for monitoring, correcting, and retesting variances.
- Traceability matrix linking each requirement proposed to be demonstrated to applicable test procedure(s).
- Copies of any certified test data (e.g., environmental data) to be used in lieu of testing.
- Sign-in sheet or list of all individuals present for testing
- Signatures and verification form

5.8.2.1 *Test Results*

Upon completion of any test, the proposer shall prepare and submit within ten days, a report summarizing the results with relevant test records and any actions required by the proposer or RTS. The test report shall include the results of the test, any anomalies identified, and the corrective action and any retests necessary to successfully complete each testing phase. The proposer shall be responsible for completing all corrective actions identified on a timely basis. RTS reserves the right to withhold acceptance, pending completion of the required corrective actions. All such test reports will be reviewed and approved by RTS prior to acceptance of the test results.

Test report submittals shall be organized to include the following headings and information:

- Purpose of test stage, defining the scope of the submittal.
- Summary of the test results, including measurements, results, problem areas, workarounds, troubleshooting, exceptions, etc.
- Open items requiring resolution, including corrective action to resolve the open items.
- Completed, signed, and dated test sheets, as well as a defect/problem report for each fault/problem found during the testing.

5.8.3 **Testing**

A test operation failure shall be recorded in the test data when a detected cessation or error in the specified response of the system being tested occurs. The failure of the system to furnish all correct responses to a test operation in accordance with each and every applicable specification requirement shall result in the recording of a test operation failure for that entire test operation.

Limited preventative and corrective maintenance actions in the form of repairs and/or replacements involving specific component parts, wiring, or minor internal equipment assemblies and adjustments, shall be allowed during test operations. The replacement or interchanging of whole equipment units, plug-in sub-assemblies, or major material items shall be allowed once during each test operation. If a unit fails more than two times during each test operation that specific unit shall be replaced. The unit to be supplied shall be a new factory fresh unit with no additional costs to RTS.

The Proposer may be allowed to start, stop, and restart, the system validation tests. RTS will record and report a test failure, discontinue testing, and after the proposer completes the correction and details what they have done to keep this problem from occurring again, the testing begins. After the second such attempt, RTS will require a detailed examination of proposer discrepancy correction efforts and all specification compliance related actions to date, prior to further testing. Equipment replacement or other extensive corrective measures may be required in accordance with all applicable specification provisions.

5.8.4 **Deficiencies**

If RTS determines from test data acquired from any category of test or tests that the system, equipment, component, materials, software, technical documentation, or services furnished do not conform to intent of the RFP and its requirements, the proposer shall begin appropriate remedial action based on an analysis of test results within fifteen days after receipt of RTS's notice of deficiency. When such recommendations relate to engineering deficiencies, the proposer shall, upon receipt of approval, make the necessary changes to all equipment and documentation of that type to be delivered or previously delivered (even if previously accepted) during the course of the contract, at no additional cost.

When recommendations relate to other deficiencies such as quality control and installation workmanship, the proposer shall correct all deficiencies at no additional cost to RTS. Retesting after the changes or upgrades have been completed (factory tests and inspections, installation completion tests and inspections, and technical documentation verifications) shall be required in whole or part, as determined by RTS, at no additional cost to RTS. RTS is under no obligation to accept the proposed solution for further deployment if any uncorrected functionality, hardware, or software issues remain unresolved after any test.

5.9 **Availability**

All functions of the system, shall be designed, constructed, and implemented to perform as specified, without degradation in response times to meet the system availability target of 99.9% (regardless of whether the system is hosted or not). The failure of any single component or device shall not render the system unavailable. Availability is defined as:

$$\frac{\text{Total Number of Hours of Downtime in Time Period}}{\text{Total Number of Hours in Period}} \times 100\%$$

For availability calculation purposes, a failure of proposer provided equipment/software will be considered unavailable from the time the failure is noted until the component returns to normal operation.

5.9.1 **Chargeable and Non-Chargeable Failures**

For purposes of calculating availability, chargeable and non-chargeable failures are defined below.

Chargeable failures include any failures that are not specifically identified as non-chargeable, including but not limited to:

- A malfunction which prevents any system component (hardware or software) from performing its designated function, when used and operated under its intended operational and environmental conditions.
- A malfunction that poses a threat to the safety of the system components, RTS, or others.
- An occurrence where data is not successfully transmitted between fixed-end devices and the servers.
- Software anomalies and bugs that affect the performance and operation of the system.
- Shutdown or unavailability of the system unless specifically directed by RTS.
- Failure to generate the reports required to reconcile and track system performance.

Non chargeable failures shall include:

- Force majeure
- Vandalism
- Failure of test instrumentation.
- Failures that are patron or RTS-induced.
- System component failures caused by externally applied stress conditions outside of the requirements of this RFP.

- System component failures caused by environmental or operating conditions outside of the requirements of this RFP.
- Failures of expendable and consumable items in operation beyond their intended useful life in testing.

5.10 System Acceptance

System acceptance shall not be considered until the system has been fully operational for a period of no less than 30 consecutive calendar days without any errors or down time that interrupt operations and reporting. This will help verify the integrity, reliability, accuracy, and availability of the system. This period will begin upon written notice from proposer that work is complete. During the 30-day period RTS will make final inspections and notify the proposer in writing of all particulars in which this inspection reveals that work is incomplete or defective. If all work provided for and contemplated by the contract is found completed to RTS satisfaction that inspection shall constitute the final inspection and RTS, in its sole discretion, will make the final acceptance and issue a Notice of Completion (NOC) to the proposer. Inspection will include satisfaction of the conditions below:

- Completion of all contractual requirements to RTS's satisfaction.
- Successful completion of all tests as measured by RTS acceptance and approval of all test reports, including the correction of all outstanding testing variances.
- RTS acceptance of all delivered equipment as listed in the proposer-supplied hardware inventory.
- RTS approval and reception of all drawings, manuals, warranties, software licenses, and all other hardware and software documentation.
- Integration of all systems.
- Legally effective release or waiver of all liens (inclusive of all labor, services, material, equipment, etc.) arising out of or filed in connection with work.¹⁶
- Agency approval of all proposer-supplied training.
- Correction of all discrepancies that are not in compliance with the RFP, proposer's submitted response, final contract terms and conditions, and change orders.
- A "punch list" of items not yet in compliance has been delivered by the proposer and has been verified by RTS and approved as being complete.

The occurrence of system acceptance shall not relieve the proposer of any of its continuing obligations under the agreement.

If the system as a whole does not meet all of the requirements or perform in accordance with the system design document, or comply with the final contract terms and conditions, contract amendments and/or change orders, even where RTS has previously paid for deliverables, RTS reserves the right to either reject the whole system and get a complete refund from the proposer, and/or accept the system (with its defects) at a negotiated discount and/or be reimbursed by proposer for all costs necessary to bring the system to a level that will meet RTS's operational and performance needs.

If the inspection discloses any work, in whole or in part, as being deficient, RTS can also give the proposer the necessary written instructions for correction of same, and the proposer shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, RTS will make the final acceptance and issue a written NOC to the proposer.

5.11 Disaster Recovery Procedures

The proposer shall develop disaster recovery procedures for RTS review and approval. The system shall be designed and operated such that the system can quickly and efficiently recover from a disaster. As part of testing, the proposer shall implement its disaster recovery solution and shall test the system accordingly.

5.12 Parts

All items delivered shall conform to contract specifications and shall be in first class condition. Acceptance by RTS shall be subject to inspection and approval. Proposer shall demonstrate that all makes and models of proposed equipment have been installed and operational for at least three other systems for a period of not less than two years.

Goods, service, or work product furnished under this contract shall be subject to inspection and testing by RTS at times and places determined by RTS within a reasonable time after arrival at its ultimate destination. If RTS finds goods, service, or work product to be incomplete, unsatisfactory, defective, or of inferior quality or workmanship, or fails to meet the

¹⁶ If any sub-proposer, manufacturer, fabricator, supplier, or distributor fails to furnish release or receipt in full, proposer may furnish bond or other collateral satisfactory to RTS to indemnify RTS against any lien.

specifications or other requirements or not in compliance with the contract, RTS, at its sole discretion, may either reject the goods, service, or work product, require the proposer to correct any defects without charge, or negotiate with the proposer to sell the goods, service, or work product to RTS at a reduced price, whichever RTS deems equitable under the circumstances.

RTS may return such goods, service, or work product to proposer at proposer's expense. Proposer shall reimburse RTS for any amounts paid by RTS for the returned goods, service, or work product and any costs incurred by RTS to return the goods to the proposer. If the proposer is unable or refuses to cure any defects within a time deemed reasonable by RTS, RTS may reject the goods, service, or work product and cancel the contract in whole or in part.

5.13 Support, Maintenance, and Enhancements Services

Proposer shall provide a detailed description of their standard software maintenance and support agreement. RTS shall have the option to contract with the successful proposer to provide software and hardware maintenance and support on a year by year basis; RTS is under no obligation to enter into a maintenance and support contract with the proposer. Proposer shall therefore provide a detailed description of their standard software maintenance and support agreement. The duration may be extended for any period of time that the proposed solution is in use by RTS. Maintenance support will include application maintenance, firmware upgrades, and minor system enhancements.

5.13.1 Solution Support

RTS expectation is that transit staff, experiencing a system problem, will contact internal IT support who will attempt to determine if the problem is a result of an internal infrastructure (i.e. server down, network down, pc problem) issue. If it is determined that it is not an internal infrastructure issue then RTS will contact the proposer to access knowledgeable technical support personnel and trained field service personnel as may be required for the successful maintenance and operation of the system.

The TSS system is a critical transit application. RTS logged incidents require a response within 1 hour of notification during Principal Period of Maintenance (PPM)¹⁷ and 1.5 hours outside of PPM with an overall operating schedule of 24 hours per day, 7 days per week 365 days per year. The proposer shall confirm that support services are available as outlined above. The proposer shall further describe any support models that it provides and describe:

- incident reporting/notification
- incident tracking and response (include timing)
- resolution (including timing)
- escalation procedure
- communication channels such as phone, web, and remote access
- Hours of operation and response time
- roles and responsibilities for both proposer and RTS
- integration support
- Online resources and user groups (i.e., webinars, searchable knowledge base, customer discussion forum, message board)
- incident management processes
- types of support available (i.e. administration, configuration, server performance, hardware and software troubleshooting, system support, data integrity, general functionality, and end user)
- local, qualified firms that can assist with fault diagnosis or component training
- On-site support
- software version support

Based on the described requirements herein, propose a support model that includes roles and responsibilities of both parties that would be best suited for RTS needs and offers several pricing options and any/all fees associated with the support. Identify any requisite skills needed of RTS resources to fulfill the suggested support model.

5.13.2 Maintenance

Maintenance means the necessary intervention to ensure that all components of the overall system continue to operate in accordance with agreed upon service levels.¹⁸ This includes any routine operational activities such as software patching, firmware upgrades, configuration adjustments, or any error correction necessary to ensure the applications perform to

¹⁷ The principal period of maintenance is 8:00 AM to 5:00 PM (EST), Monday to Friday, not including holidays observed by RTS. Technical support must be available at a minimum during these business hours.

¹⁸ If the proposer makes any upgrades to ensure the continued and proper operation of the system as configured for project, the proposer will assume all costs related to the hardware upgrade and there shall be no additional cost to RTS.

specification. RTS shall be notified of all updates to provided hardware and software. Software maintenance agreement must include software patches, interfaces, updates¹⁹, and version upgrades at no additional charge.²⁰ Any “patches” recommended by the hardware or software proposer (including operating systems), shall not void the system warranty.

The proposal shall detail a recommended maintenance strategy/plan and include approaches for any on-site/off-site support needed if included as part of a maintenance plan. The approach shall also contain details on how the proposer ensures that any customizations through new releases or upgrades impact existing maintenance option terms and conditions. The maintenance plan shall be all inclusive (labor, software licensing, hardware, upgrades, versions, etc.) and note if fleet/service expansion will result in increased maintenance fees and what those breakpoints are.

The proposal shall outline any maintenance personnel required, billing rate, and anticipated time commitments to ensure ongoing maintenance of the system post-warranty period as part of the software release lifecycle, the maintenance costs shall be presented with all other cost components. The proposer shall describe the proposed application’s upgrade history for the past three years, including version numbers, dates of release, and major new features.

It is RTS’s expectation that first year maintenance will include post-implementation stabilization and tuning support. Specifically, the proposer will provide assistance to RTS with managing data and parameters to optimize performance of the system for maximum efficiency and cost-savings. The proposer will be required to work with RTS staff to complete the initial build and optimization of RTS’s schedules including runcuts and rostering and creation of driver paddles and public timetables. This will include assessment of operational inputs/outputs and settings, followed by suggested changes that will aid RTS. The proposer shall note previous experience converting data from RTS’s current scheduling application to their proposed scheduling application. Beyond year 1, the proposer shall describe their approach for addressing stabilization and tuning services and whether it forms part of core delivery services or considered a cost add on.

The proposer shall specify all-inclusive licensing and maintenance costs for years two through five and forecast all maintenance costs from years six to ten. The proposer must guarantee that software maintenance costs shall be 5% or less per year from years six to ten.

5.13.3 Enhancements

An enhancement is any product change or upgrade that increases software or hardware capabilities beyond original specifications. Enhancements allow software and hardware product performance scalability.

The proposal shall describe how your organization addresses product refinements and any associated services offered. As well as how it handles customer requested features for future software releases.

5.14 Warranty Services and Warranty Period

Neither final payment nor any provision of the contract shall relieve the proposer from responsibility for defective work. Following system acceptance as defined herein the successful proposer is to warrant (all inclusive) for five continuous calendar years without service interruption that the hardware/software will perform, in all material aspects, the functions described in the proposal and user documentation when operated on the specified platform as set forth in the contract and correct all defects that appear in the work.²¹ The warranty period will begin when the entire application is accepted in writing or used in a production context by RTS. All software, keys, equipment, and warranties shall be in RTS’s name.

For each system component or workmanship failure during the warranty period, RTS shall determine whether to correct the failure by repair or replacement of part(s) within an assembly, or by replacement of the entire assembly. All non-critical warranty work on defective or non-complying installation work, or system hardware, or any software defects or errors that cause the software to fail to conform to the requirements of these specifications shall be performed at no cost to RTS within thirty days of being notified in writing by RTS or its representative.

Any defects that affect the critical functions of the operations shall be fixed within 24 hours. Such warranty shall be provided at the Proposer’s expense and shall include all media, parts, freight, taxes, labor, travel (food, lodging, per diem, and transportation), and insurance to the RTS site. Additionally, the proposer will extend the warranty period until all the defects are remedied. If the proposer requests shipment of failed parts or assemblies to its facilities RTS will ship such failed parts or assemblies at the proposer's expense.

¹⁹ Updates shall include those that correct bugs or enhance system functionality.

²⁰ The proposer will be responsible for resolving any compatibility issues with other parts of the overall system due to upgrades or patches.

²¹ This provision does not negate guarantees or warranties for periods longer than five years, including without limitation such guarantees or warranties required elsewhere in the contract or through manufacturers.

If proposer fails to complete the warranty work within the periods specified above, or at any time in the event of warranty work consisting of emergency repairs, without affecting proposer's obligations, RTS may perform such work and proposer shall reimburse RTS all costs of the same within thirty days after demand, including all collection and court costs and attorney's fees. The proposer shall retain full responsibility for replaced or repaired parts or assemblies throughout the duration of the warranty coverage period for all parts and assemblies replaced by RTS.

The proposer shall maintain adequate resources for replacement of all defective or noncompliant work or equipment, including test repair, warranty repair, spare modules, spare assemblies, spare components, and spare parts in furtherance of the warranty requirements. The proposer shall provide during the warranty period the latest compatible version of the failed part/hardware with the latest firmware.

RTS will operate the system hardware and software in accordance with the proposer's specific instructions in order to maintain all warranties. However, the proposer shall hold RTS harmless and proposer shall be responsible for repairing any damage from RTS's improper operation of any system hardware or software resulting from proposer's failure to provide adequate or correct training and/or complete operating manuals, software manuals, electrical drawings, complete computer program documentation and other documentation required to be furnished as identified within these specifications.

All issues identified during the warranty period shall be resolved under the warranty even if the warranty period expires before the issue is resolved. The proposer must state their agreement with the above warranty requirements, provide their approach for warranty support, and shall note any items not covered. The proposer shall provide a single point of contact for all warranty administration during the warranty period.

Warranties by the proposer shall apply to the entire system, components, parts and workmanship, whether performed or provided by the proposer, proposer's sub-proposers, or suppliers at any tier. Any warranty from the proposer's sub-proposers or suppliers to the proposer exceeding the periods described herein shall be extended to RTS for the same period of time as given to the proposer.

5.14.1 Fleet Defects

The proposer warrants that all equipment furnished is guaranteed to be free from fleet and related defects for the warranty period. A fleet defect is defined as the failure (repair or replacement) of $\geq 5\%$ identical items covered by the warranty period. The asset list shall be used to track the replacement of defective parts.

Fleet defects shall require the proposer to replace all units of the suspect component throughout the system at their expense, whether or not they have exhibited any fault. The proposer shall be obligated to complete the system-wide replacement if the need was documented before the end of the warranty period, even if the replacement extends beyond the end of the warranty period.

The design of the repair or replacement for the component(s) involved in each such modification program shall be developed by the proposer to remedy the nature and probable cause of the component failures and shall be approved by RTS. In no case shall the correction of defects in design, material or workmanship result in an increase in maintenance requirement beyond that specified in the contract documents.

5.14.2 Replaced Parts

Any materials, parts, or components used for replacement under the initial warranty period shall be warranted again, such that the new warranty period shall begin upon date of replacement as recorded in RTS's system maintenance records, and be of the same duration as the original warranty period, regardless of the timeframe of the failure.

5.15 Equipment and Workmanship Warranties

Proposer warrants that all materials, fabrications, assemblies, finishes, components, equipment, parts and workmanship provided under this contract to be of the highest quality, commercially-rated, best obtainable, latest engineering and field change level available with modifications installed for all known operational problems, in conformance to all applicable quality control standards of the original manufacturer, be by well-established manufacturers (over five years of experience in the business), and free of defects and faults in material, design, and workmanship. Used, shopworn, demonstrator, prototype, remanufactured, reconditioned, or discontinued equipment shall not be supplied under this contract. The new material/equipment shall not have had a shelf life or be of such age where it would adversely affect the performance of the equipment. All hardware and equipment shall be designed to provide a usable life of not less than ten (10) years. Equipment must be readily available for the expected life-span of the system as needed for repair, replacement, or expansion/upgrades.

The proposer shall also warrant that all equipment and material offered under these specifications is new and suitable for the purposes specified and meets or exceeds all the requirements of this specification and of the manufacturer's specifications.²² Reuse of existing RTS material, equipment, or software will not be accepted, with the exception of hardware, software, or infrastructure interfaces permitted by this scope of work.

Moreover, the proposer warrants that the installation efforts and work done by themselves, sub-proposers, suppliers, or other manufacturers is of safe, substantial and durable construction in all respects. All work not so conforming to these standards shall be considered defective. If required by RTS, the proposer shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Any retrofit or post-delivery change to one item of one type of equipment shall be made identically to all units. The proposer shall retrofit all new problem solutions (i.e. engineering changes) to the installed equipment during the warranty period following the participating proposer's approval.

The proposer hereby guarantees the work against defective materials or faulty workmanship for a minimum period of five years after final payment by RTS and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to RTS.

5.16 Data Interface and Conversion Requirements

RTS expects the new systems to integrate (exchange of data) with existing applications such as GIS, APC units, Travel Information System, and Fleet-Net Operations software. The successful proposer is to interface with these applications and document:

- Any required toolsets/utilities/modules
- Data models and libraries
- Application Program Interface (API)
- Available processes or frameworks used
- Data validation techniques

The proposer shall also specify the origin of all software applications or components that comprise the proposed application (i.e., applications developed by other companies, software or systems acquired from others in the past, public domain, etc.) and whether any fee-based interfacing requirements exist for them.

The proposer must note any fixed and on-going costs with the required integrations.

5.17 Hosted versus Non-Hosted Solution

RTS recognizes that with a hosted solution they would be more dependent on the proposer for data reporting, data accuracy, report customization, and troubleshooting of the servers. However, RTS also has limited technical staff that may preclude the ability to have a non-hosted solution. If a hosted solution is pursued, RTS requires full control/ownership of their data and the ability to enable standard and on-demand queries for data reporting as the agencies see fit without dependencies on a third party.²³

Under the non-hosted solution, RTS would purchase all necessary elements (hardware, software, and licenses) from the TSS proposer and RTS would own, house, and operate all within their premises.²⁴ Under the hosted solution, the proposer shall identify which TSS components they retain ownership of and lease to RTS and which RTS gains ownership and operation of, as well as where all software and hardware components are housed. Under the hosted solution there would be little to no back office equipment maintained within RTS's facilities and the proposer would provide 24 hours 7 days a week operations support including system backup and recovery and general system maintenance

RTS requests that each proposer identify if they offer a hosted solution that satisfies required functionality, advantages and disadvantages of hosting solution, cost differences (e.g., minimum and recommended hardware requirements for servers, work stations, and software necessary to operate the system(s)²⁵, reoccurring service fees,²⁶ etc.) between a hosted and non-

²² Acceptance of the equipment or material will not constitute waiver of this requirement.

²³ RTS owns the data and has free access to manipulate for ad-hoc reports.

²⁴ ITS equipment will be placed in an area to be agreed with RTS.

²⁵ The RTS reserves the option to acquire all non-proprietary hardware and software meeting the supplied requirements.

²⁶ Under the maintenance agreement price proposal for the hosted solution include reoccurring fees for remote connection with their facilities.

hosted solution, and any requirements (functionality and integration) that cannot be satisfied if a hosted solution is proposed. As part of the discussion the proposer shall also note:

- Security feature and user management control
- Active directory integration
- Auditing and logging features
- Data backup
- Network configuration, desktop, and security requirements, including relationship between servers, workstations, other devices, and the internet
- Capacity to both import and export data on a regular and automated basis either through Bidder API or defined database access protocol
- Ability to provide required interfaces.

Additionally, RTS expects under a hosted solution that proposer:

- Will retain on their server RTS's data for a minimum of 1 year and then archive in a format agreed upon with RTS.
- Will securely store RTS's data and make that data accessible only to authorized individuals.
- Will monitor and insure internet connectivity to the hosted services.
- Will automatically alert RTS to server failures and resolve them directly or with a third-party.²⁷
- Will securely back up RTS' data on a daily basis, and backups shall be stored in a secure facility remote from the primary host site.
- Will not retain RTS data if RTS requests its destruction, deletion, or transfer nor use RTS' data (for any reason) without RTS' written consent.
- Will furnish a hosted site that is protected by current virus protection, internet security, and other security software against catastrophic failure and malicious attacks.
- Will only offer remote access to their system that is secure and protected by password or other equivalent or improved security measure.
- Will offer secure access to the full system functionality by RTS staff remotely from any computer that meets proposer's stated requirements.
- Will perform all software, database, web application, and field element maintenance outside of RTS's revenue service hours and updates shall be downloaded in batches to minimize downtime and maximize data transfer rates.
- Will inform RTS at least thirty days in advance in writing of upgrades that require updated software, etc.
- Will ensure no more than one hour unplanned downtime per calendar quarter including all devices and/or subsystems.

5.18 Licensing

Proposer shall include and be responsible for ensuring all required federal, state, and local licenses, permits, and other documents necessary to operate the system are obtained before installation of any software or equipment that may be needed in the performance of this contract. Annual licensing fees for operating systems, application software, and/or device licenses must be included in the annual operating costs submitted as a part of the proposer's proposal with the proposer explicitly stating what is required to license and register the complete system as described herein. All software licenses must reside with RTS and shall be delivered at final acceptance.

5.19 Inspection and Approval of Work

The proposer will permit RTS to inspect and audit all work, material, and other data and records connected with the contract.

5.20 Installation on New Computers

The proposer shall provide installation discs and sufficient documentation and instructions for installing software such that RTS staff can perform the installation in the event of a computer replacement or upgrade.

5.21 Data Ownership

RTS shall retain ownership rights to all data, procedures, descriptions, presentations, and recommendations collected and generated by the system and the right to access this data for use in other applications at all times. RTS shall be granted an irrevocable, perpetual, and royalty-free license to use all software provided by the proposer, whether such software is provided directly by the proposer or by a third party. Access to all data (via a host of methods like Extensible Markup Language (XML), JavaScript Object Notation (JSON), Structured Query Language (SQL), etc.) must also be available to

²⁷ RTS shall not be required to help troubleshoot or resolve issues at the hosting service.

RTS and third-party application proposers for external development purposes. RTS will retain same data ownership rights regardless of whether a hosted or non-hosted solution is pursued.

The proposer may not release, distribute, or otherwise utilize any such data without the written approval of RTS.

5.22 Patent Copyright Infringement

At the time of proposer's bid submittal, the proposer warrants that all products and services being proposed are free and clear of any and all patent infringements, copyrights, etc.

5.23 Training

The proposer shall provide a comprehensive, on-site training program that prepares RTS staff for operation, administration, diagnosis, troubleshooting, maintenance, and system administration of the system components provided by the proposer and that which are necessary to perform their respective duties. Where practical and useful, training shall be hands on and shall use actual system software and screens on a work station; the user interface components (software/hardware) of the training equipment shall be identical to the installed equipment. Practical training on equipment shall be the focus of all training classes.

The proposer shall provide experienced and qualified instructors who are fluent in the English language to conduct all training sessions. The instructors shall have thoroughly mastered the specific specialized subject matter involved and shall have the ability to impart technical information to others in easily understood terms. The instructors must also be able to utilize proper methods of instruction, training aids, audiovisuals, and other materials to provide for effective training. Qualifications of the staff providing the training shall be listed.

RTS requires that all end user training to be conducted within the hours of 8:00 am to 6:00 pm, EST Monday to Thursday, with a maximum one (1) hour lunch break and two 15 minute breaks. The proposer is requested to recommend its approach (classroom, hands-on, etc.) to delivering training to RTS staff inclusive of the following roles:

- Dispatchers
- Planning and scheduling staff
- Director
- IT support staff

Training must be provided in a manner that allows RTS to operate and maintain the system. The proposer shall specify the proposed number of hours necessary to familiarize each participant with proposed solutions.

The Proposer's training program shall include formal and informal (hands-on) instruction, models, manuals, hard cutaways, workbooks, diagrams and component manuals and catalogs as required; the proposer will be required to furnish all required training material necessary for the training program.

The proposer shall provide training for each proposed component for each of the roles identified above. Each of these shall contain the procedures for the normal use of the installed equipment and software showing step by-step cause and effect results of each action taken by the user.

For the TSS component, the successful proposer shall provide the ability to simulate schedule building and runcutting from beginning to end, with the objective to teach and demonstrate the solution's functionality including but not limited to:

- Creation of routes, trips, blocks, stops, and runs
- Block building
- Runcutting²⁸
- Interlining
- Common operation scenarios
- Scenario building (cost, number of buses, etc.)
- Configuration parameters, troubleshooting and settings
- System interfaces
- Data analysis and report generation (canned or ad-hoc)

²⁸ As a result of the training, a replication of the run cut shall be available for RTS use.

At the end of the training sessions, RTS staff shall not how to use the software to complete all functional requirements listed in 0 6 Functional and Technical **REQUIREMENTS**. RTS reserves the right to videotape sessions for the sole purpose of training additional staff.

The proposer's project manager must work closely with RTS's project coordinators to ensure that all training and schedules coincide properly with system implementation activities and staff availability. Training shall incorporate RTS specific configuration needs.

Draft copies of all training materials shall be submitted to RTS for review, comment, and approval prior to its use. RTS shall have the right to require additional interim drafts at no additional cost shall draft training materials submitted not be of adequate quality or have missing or incorrect information. RTS will exercise wide latitude in approving or directing changes to proposer training schedule submissions at no additional cost to RTS.

All material²⁹ used for training shall become property of RTS after training is completed and RTS retains intellectual property rights for any customized training and/or customize training materials provided. All training materials and manuals shall be produced in hard copies sufficient to provide one copy for each person being trained. The proposer must also provide a soft copy of the original training material, suitable for copying, and written permission for RTS to make as many copies as necessary to train personnel and operate the system. A copy of the material will also be provided on approved electronic media and in PDF and .DOCX formats. Each CD-ROM, DVD-ROM, or other approved electronic media shall be clearly labeled and contain an indexed booklet listing the contents.

The proposer shall provide associated costs for each training option outlined within the pricing section.

5.23.1 **Training Plan**

Proposer shall outline the recommended training approach and schedule for each role and responsibility, including class size, class hours (number of courses required and length of each course), course content, and equipment such as computers, projectors, or conference equipment.

The proposer shall provide a training overview for each group listed above as part of this RFP response organized as separate modules, which may be taught as a unit that includes:

- Description and overview (subject matter)
- Purpose and goals
- Audience (who should attend)
- Format
- Equipment required
- Prerequisite knowledge
- Outline
- Measurable learning objectives
- Duration (hours/days)
- Proficiency
- Timeline and training delivery schedule
- Listing of documentation/training material provided
- Practical and written tests to assure system fluency and knowledge transference³⁰

The proposer shall assume that RTS staff does not have any specific knowledge of the system, however, the proposer can assume that staff is generally qualified for the function for which they are being trained in (e.g., operator, dispatcher, maintenance, system administration, etc.).

These training plans shall contain the information and directions necessary for an effective presentation as RTS will use them in the future guides.

5.23.2 **Supplemental Training**

RTS requires that the proposer provide follow-up training approximately 90 days after final acceptance. Follow-up training on system operation may take place remotely, such as through a "webinar" or other web-based workshop environment. Remote training can only be done for RTS staff who has already received hands-on training.

²⁹ Lesson plans, study guides, handouts, DVD's, transparencies, slides, photographs, dynamic mockups, test fixtures and test equipment, models for hands-on demonstration, training and hardware cut-away, etc.

³⁰ Tests shall use a multiple-choice or short answer format. Whenever possible, a practical hands-on test and oral shall be developed to demonstrate the transference of skills.

The proposer shall also provide extended, duplicate, or additional training at no additional cost if major modifications are made to the system after the initial training due to system upgrades or changes made under warranty to meet RFP requirements, or delays in system deployment after the initial training exceeding three (3) months for which the proposer is responsible.

Supplemental training shall be supplied at no cost to RTS and shall be factored into the proposer's cost proposal. RTS will determine the time, location, and extent of any supplemental training in consultation with the proposer.

5.23.3 IT Training

If a non-hosted solution is pursued, IT training shall naturally be more technical than other training modules. It shall familiarize IT personnel with all aspects of the system including the structure of the applications, tables utilized, network connections and settings, and other similar information. This training will be highly technical "back-end" information and not end-user type training and cover topics including but not limited to:

- Applications' architectures
- Data flows
- Interfaces
- Development tools
- Development assumptions
- Directory structures
- Processing scripts
- Data dictionaries
- System flows
- File systems
- Operating systems
- Detailed system diagnostics
- Table relationships
- Table growth
- Data conversion methods
- Recommended backup strategies
- Application programs
- Automated tests
- Interface components and design
- Systems and subsystems rapid fault isolation
- Theory of operation
- Fault clearing and error notices
- Allowable adjustment and configuration changes to items such as lists, volumes, messages, etc.

All programs shall be defined and described fully, showing all inputs/outputs, samples of reports, logic flows, and major functions described. In describing these systems, proposer will also include hand-on training in repair and maintenance of back office components.

5.24 **Documentation**

The successful proposer shall provide user documentation appropriate for all individual system components for installation, configuration, and use as well as any applicable maintenance manuals. Like the training, all documentation shall be thoroughly documented for both technical and non-technical support staff and for end-user understanding. RTS requires the successful proposer provide documentation that describes the data structure/elements contained within these systems. The documentation shall clearly detail configuration, topology, function, operation, and maintenance of all hardware and software. Documentation will be provided with detailed release notes for software patches and updates; updated user and technical manuals will be provided with version upgrades.

The proposer shall provide a listing of available items such as training manuals and reference cards and the format in which they are available (paper, online, or DVD/CD). Additionally, describe the mechanism in which these materials are updated and distributed when patches, fixes, or new releases are available and provide samples.

Documentation shall encompass detailed product descriptions as well as step-by-step "How to" instructions on how to utilize the equipment/software. Documentation shall be geared towards varying audiences to include network support staff, schedulers, planners, and area managers. The successful proposer is to provide all applicable installation, use, and maintenance manuals including but not limited to:

- system schematics/drawings
- individual component installation instructions
- servicing notes
- functionality guides for all software and hardware actions, buttons, etc. (including all aspects of the TSS).
- technical/release notes
- troubleshooting guides

For system users, the proposer shall provide a user manual which documents use of all functions of the software.

5.24.1 General Manual Requirements

All text and data in the quantities requested shall be printed on 8-1/2" x 11" sheets. Foldouts shall not exceed 11" x 17". Paper used in manuals shall be of a heavy weight, sufficient to withstand the rigors of transit environment. Manuals shall be housed in durable, three ring binders with sufficient excess capacity for revisions and additions.

Each manual shall contain a title sheet, table of contents, list of illustrations, list of reference drawings (if applicable) and a parts list (if applicable). All manuals with over twenty five pages shall have an index.

All manuals shall be produced in an approved Microsoft Office software product or approved equivalent. Acceptable softcopy formats are Microsoft Office 2007 Suite or higher. Soft copies of manuals may be provided in unsecured PDF.

Any special software required to produce scalable typefaces or other graphs shall be approved in advance by RTS and provided by the proposer as part of the documentation for the manuals.

The Proposer, as part of their response, shall provide samples/examples of their documentation and quick reference guides.

5.24.2 Installation/Maintenance Manual

The proposer shall provide an installation/maintenance manual for use by technical personnel assigned to the maintenance of any component installed as parts of the system and for any third party products and exercised options. The manual shall include sections on:

- System overview and description
- How the system components are installed
- How to install and configure spare components
- The procedures/schedules for preventative maintenance, inspection, fault diagnosis, component removal/replacement, testing, troubleshooting (including a list of error codes with a description of their meaning and a step-by-step guide for fixing them), and warranty administration on each system component.
- Theory of operation
- Preventive and corrective maintenance procedures and schedules
- Diagrams, schematics, layouts, and parts list required to service each piece of hardware supplied under the contract
- Data communications, transmission procedures, access, and storage.
- Mechanical functions

Standard service manuals for commercial products used for the equipment will be acceptable if they contain sufficient information to service the equipment. Large-size logic diagrams and mechanical assembly diagrams do not have to be reduced or incorporated into the manuals if these drawings are provided with the manuals. Actual equipment maintenance images with call-outs needs to be provided where there is no other maintenance documentation.

The installation/maintenance manual shall clearly indicate preventative maintenance procedures RTS must perform to validate the warranty.

5.25 Value Add

RTS intends to procure the highest quality of services and materials possible for the best value possible. Additionally, as a municipal operator, RTS must optimize the use of scarce funding for its operational expenses, looking for efficiencies and cost reductions wherever possible. RTS is interested in proposals that demonstrate an understanding of these funding challenges and includes features that provide the greatest benefit to the City of Gainesville.

Therefore, RTS wishes to understand from the proposer's perspective how they are differentiated from its competitors within the same industry in terms of service offerings, product capabilities, and pricing arrangements to the benefit of RTS. As such,

proposers are encouraged to consider, develop and propose added value concepts, programs, components and the like that would further enhance the proposed acquisition represented in this RFP.

Value may be characterized but not limited to:

- Innovative approaches to maintenance, licensing, and support.
- Emphasis on customer marketing, tools, or programs.
- System functionality that supports best practice in transit.
- Research and development efforts to expand or enhance product functionality/usability.
- Ability for cost effective expansion, growth, and overall functional capabilities of the system.
- Architecture of the system including its reliability, redundancy, disaster recovery, security, etc.

The proposer shall also list and discuss in detail any technical advancements that could be implemented into the ITS project that has not been defined in the RFP and how it would be a superior solution.

5.26 Accreditations/Industry Recognition/Awards/Accommodations

RTS encourages proposers to highlight any industry awards recognition received related but not limited to:

- Product
- Service offering(s)
- Support
- Innovation
- Customer

5.27 Equivalent Materials, Functionality, and Equipment

Whenever components, materials, products, and equipment are specified or described in drawings or specifications by using name of proprietary item or name of particular manufacturer, fabricator, supplier or distributor, naming of item is intended to establish type, function, and quality required.

5.28 Scalability

The system shall initially support the functions specified herein. However, the system shall be easily scalable through 10 years from contract effective date to support additional vehicles and functionality without replacement of initially installed components, including both hardware and software components.

5.29 Obsolescence

All equipment shall be of the latest design and shall incorporate standard commercial products currently in production. The intent is to increase compatibility and reduce maintainability problems. The proposer shall ensure that the risk of obsolescence to the hardware is minimized through the selection of standardized parts and readily-available peripheral hardware. All equipment, supplies and materials furnished under this project agreement shall be field proven and meet or exceed applicable International Organization for Standardization (ISO), Institute of Electrical and IEEE, and American National Standards Institute (ANSI) standards.

5.30 Pricing

The proposer shall bear ALL costs associated with implementation of the system including but not limited to all third party costs to include non-recurring engineering costs required to interface the selected proposer's system with any third party systems and any direct non-recurring engineering costs for all interfaces. Price must be based on proposer's acknowledgment that they are responsible to furnish all components, materials, products, labor, transportation, travel time, per diems, equipment and machinery, tools, appliances, fuel, light, telephone and all other facilities and incidentals necessary for execution, testing, initial operation, and completion of contracted work.³¹

Even though the method of payment to the proposer will be a fixed price, a detailed cost breakdown shall be provided that includes an estimate of the number of staff hours and hourly rates for each professional and administrative staff person who will be committed to this project, including fringe and overhead rates, and all other direct costs, such as travel and subsistence, materials, reproduction, etc., and the cost for sub-consultant services, if applicable.

5.30.1 Software Purchase Costs

³¹ Expenses of performing work after regular working hours, on weekends or legal holidays shall be included in quoted costs to extent pre-authorized by RTS.

The cost of the software and the appropriate number of user licenses offered in the price must be stated by the proposer. It is the responsibility of the proposer to understand RTS operations in sufficient detail to run the system within the RTS environment. All software shall be provided on removable media that could be used to reinstall the software if necessary.

5.30.2 Cash Discounts

All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to RTS and proposer shall make provisions so that they may be obtained.³²

5.30.3 Supplement Costs

Supplemental costs including following:

- Proportion of necessary transportation, travel and subsistence expenses of proposer's employees incurred in discharge of duties connected with work.
- Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at site and hand tools not owned by workmen, which are consumed in performance of work, and cost less market value of such items used but not consumed which remain property of proposer.
- Rentals of all work equipment and machinery and parts thereof whether rented from proposer or others in accordance with rental agreements approved by RTS, and costs of transportation, loading, unloading, installation, dismantling and removal thereof all in accordance with terms of said rental agreements. Rental of any such equipment, machinery or parts shall cease when use thereof is no longer necessary for work.

Supplemental costs associated with user assessment, installation, and database conversion, etc., must be detailed if separate and not included in the software price. Installation cost for each particular equipment item shall and must include all hardware, racks and mountings, raceways, wiring, weatherproof connections, ancillary devices, procedures, and services required to install and/or interface existing components or equipment to create an operating system which fulfills the requirements of this RFP.

When providing prices for workstations, proposers shall include as a separate line item any additional license fees that will be incurred on a per workstation basis. There shall be no license fee increase for multiple "read-only" stations.

5.30.4 Data Acquisition and Conversion Costs

If the proposer must acquire databases or other items necessary to support installation, these costs shall be identified here.

5.30.5 Related Third Party Software Costs

All other software necessary to operate the TSS or to support maintenance of the system recommended by the proposer shall be identified. All such products shall be purchased by the proposer and licensed to the transit system.

5.30.6 Training Costs

If training costs are not included in the software purchase or licensing costs, proposals must identify the labor, materials, and travel costs associated with all required training.

5.30.7 Five-Year Maintenance and Support

One year maintenance and technical support price shall be included. Any increases shall be limited by the CPI in the year of the increase and limited to no more than 3% in a single year. Proposer shall explicitly document what is and is not included under maintenance and support agreement. Live technical support and training for staff shall be considered a component of the agreement.

5.30.8 Life Cycle Costs

Proposer shall provide an equipment life cycle replacement projection that provides a 10-year budget outlook with replacement costs and lifecycle of products, as well as a future upgrade path. This will include a discussion on topics like how processor end-of-life issues will be managed if additional quantities of equipment are purchased in the future, in order to maintain compatibility with equipment purchased under this contract.

5.30.9 Other Costs

Any other cost not identified above shall be identified and itemized by the proposer if applicable. The proposer shall bear ALL costs associated with implementation of the system.

5.31 Payment

Prior to any official award RTS is interested in the proposers preferred payment approach for example:

³² RTS must confirm all items for surplus.

- Milestone
- Earn value
- Deliverable

Please specify a suggested milestone/payment schedule in accordance with the scope of work of this RFP and its major tasks. For each milestone include associated tasks, task descriptions, total hours, full time employee equivalents involved, hourly rate.

Proof of purchase in the form of dated invoice and shipping waybills shall be retained and furnished to RTS upon request.

6 FUNCTIONAL AND TECHNICAL REQUIREMENTS

The proposer warrants that the proposed hardware and software specifications and capabilities satisfy the functional requirements specified below.

6.1 Transit Scheduling Software

This section comprises the requirements of the TSS solution. The proposed application shall conform to these requirements. All proposed software features shall be release-quality (i.e., “off-the-shelf”) at the time of proposal submission. Software components or features in pre-release testing stages shall be clearly identified as such in the “Comments/Explanation of Functionality” column, with a firm anticipated release date no later than the date of proposal submission. No schedule allowance will be granted due to delayed implementation. The proposer must complete this checklist to designate how the mandatory specifications will be met. The proposer may include additional text describing how the proposed software meets the requirements, if necessary. In responding to the requirements, the Proposer shall only answer “Yes” to the question “Meets Requirement “Out of the Box”?” for those features that the standard form of the proposer’s existing application either meets without exception, exceeds, or could be configured to meet through the normal course of implementation.

Table 1 TSS Functional Requirements

Item #	Scheduling System Functional Requirements	Meets Requirement “Out of the Box”? (Yes/No)	Comments/ Explanation of Functionality
1. General System Requirements			
1.1.	Basic function of the scheduling system shall be to define transit routes, service level requirements, and produce schedules efficiently and quickly meeting planning needs, supporting local government requirements, and public expectations. Additionally, scheduling system shall also be able to produce vehicle itineraries and driver runs, complying with union agreements (see Error! Reference source not found.) and RTS work practices with a focus n minimizing vehicle requirements and driver operational costs.		
1.2.	Scheduling system must fully support related and proposed future ITS systems (TIS, AVL, APC, etc.).		
1.3.	Scheduling system satisfies RTS’s current operating policies, procedures, practices, and work rules.		
1.4.	All components of the scheduling system, e.g. schedule planning, route definitions, runtimes data, schedule building, vehicle itinerary generation, driver run creation, weekly off day assignments, driver run bidding, day-to-day operational management, and driver pay calculations, must fully integrate within themselves, without any need of data import/export within these components.		
1.5.	All components will be compliant with National Transportation Communications for ITS Protocol (NTCIP) and the Transit Communications Interface Profiles (TCIP) and follow the provisions of FTA National Architecture Policy on Transit Projects.		
1.6.	All components must conform in every respect to the standards, guidelines, and regulations established by Federal and Florida state laws.		
1.7.	Technical support shall be available via phone, e-mail, web site resources, or on-site support. The proposer must respond to support critical operational issues within 24 hours. Ability to provide telephone technical support during business hours (between 8:00 am to 5:00 pm ET) for non-emergency issues.		
1.8.	All equipment and interfaces shall meet or exceed all Americans with Disability Act (ADA) requirements at the time of implementation.		
2. Operating Environment			
2.1.	The system shall be using three or four tier web/application/database, or based on Microsoft Windows client-		

Item #	Scheduling System Functional Requirements	Meets Requirement "Out of the Box"? (Yes/No)	Comments/ Explanation of Functionality
	server architecture.		
2.2.	Operate within a Microsoft Windows Server environment and shall provide a 32-bit and 64-bit Windows 7 operating system or above or Web-based client. (Specify which of these is available and the degree of functionality each provides.).		
2.3.	The system must be in use at five transit systems at least as large as RTS for like size and complexity (fixed route minimum peak vehicle requirements).		
2.4.	Data communications shall be based on standard open protocols that conform to the Open Systems Interconnection (OSI) seven-layer model. These protocols shall include IEEE 802.3 Ethernet with Transmission Control Protocol (TCP)/Internet Protocol (IP) for LAN communications, wireless LAN, and the use of IP for Wide Area Network (WAN) communications.		
2.5.	All workstations shall use Dynamic Host Configuration Protocol (DHCP) for IP address assignment.		
2.6.	Support Microsoft Windows 7 enterprise and above for application tier.		
2.7.	Allow users to extract data from the database using third-party software and/or programs with the export/import utility being intuitive and easy to use.		
2.8.	Support minimum of 20 concurrent users with <1 second GUI response time for system operations and with full database integrity maintained.		
2.9.	Provide consistency among data (decimals, dates) entered, stored, and displayed.		
2.10.	All software must be written in industry standard programming language(s).		
2.11.	Ability to conform to the latest version of National Transportation Communications for ITS Protocol (NTCIP) Standard 1404 on Scheduling/Runcutting (SCH) Objects.		
2.12.	All components of the scheduling system must fully conform to COG IT standards, allowing standard functions, including those related with screen sizing, cut/paste, row/columns/screens suppression/hiding/resizing/printing, data transfers to spread sheets, pdf formats, etc.		
2.13.	System architecture design shall be based on open standards, provide incremental growth path to permit expansion as needed, and provide application interface with various internal and external software systems to enhance data access.		
2.14.	The system must track connectivity between the various parts of the back-end system and email a list of addresses if a suspected problem occurs. This includes monitoring server connection, memory usage, database connection, communication middleware connection, number of applications connected, and web gateway connection.		
3. Database Standard			
3.1.	The system shall be based on the Microsoft Structured Query Language (SQL) Server relational database management system (RDBMS). The system's database shall be open, COTS, and fully documented to allow 3 rd party reporting tools, such as Crystal Reports, to be used, as well as common database management and analysis tools (e.g., Microsoft Access, Excel). (NO interfacing license fees or access fees to import to or export data from external applications or systems). Proposer will provide at no additional cost a data dictionary (including primary keys, table names, table relationships, table descriptions, table indexes, field names, field descriptions, field data		

Item #	Scheduling System Functional Requirements	Meets Requirement "Out of the Box"? (Yes/No)	Comments/ Explanation of Functionality
	types, field default value settings, field validation rules, and any other component of the data structure), data flow, and entity relationship diagram/schema for all data tables.		
3.2.	The system RDBMS must provide high availability, data protection for failover, and disaster recovery.		
3.3.	All data must be stored in a manner so that any data changes must be made only once.		
3.4.	Provide separate simultaneous database environment to support training and/or testing needs.		
3.5.	The system shall have the capability for simultaneous access of data by multiple users with record-level locking to prevent data conflicts.		
3.6.	Provide access to all database tables and fields to authorized users.		
3.7.	Data shall be retained and manipulated as relational files using common database routines for definition and access. All parameters needed for administration shall be available through system administrator screen. Tools shall be provided for performance measurement and analysis.		
3.8.	Support standard SQL/Open Database Connectivity (ODBC)/Java Database Connectivity (JDBC) access in order to create custom reports.		
3.9.	Provide well-documented tools for system administration, including all required tasks related to data import, backup, rollback, archiving, restoration/recovery, and purging, performance monitoring, and installation of system upgrades. These actions shall be made possible by a Graphical User Interface (GUI) or via the command line for automating tasks.		
3.10.	The system shall back-up the data on a regular basis and provide a clear, simple procedure for restoring data from one of the daily back-ups in the event that undesired changes are accidentally made.		
3.11.	Data and database schema more than five years old shall automatically be moved to a secondary database(s) and deleted from the primary database.		
3.12.	Users must have the ability to easily export to a comma separated value (CSV) format any tabular data displays simply by selecting the data grid desired. Subsets of a full data table (i.e. filtered or sorted values) must be exported with the same conditions applied to the exported values.		
3.13.	Enough data storage shall be provided to keep at least five years of historical data.		
3.14.	If there is a catastrophic failure that results in the loss of data, the proposer shall provide a means to retrieve the corrupted data without disruption to system operations.		
3.15.	The historical database shall be read-only.		
3.16.	It shall not be necessary to shut down the database to perform a successful transfer to a historical information database.		
3.17.	Archived data shall be structure in a way that is optimized for later retrieval, analysis, and reporting.		
3.18.	The system shall consist of a backup or mirrored server that will take over operations should the main server fail. The mirrored server shall enable failover operations to be carried out in a seamless manner requiring minimal manual intervention.		
3.19.	The system shall maintain records of all versions of the back-end programs, user interfaces, configuration files, and executables that are either received from the server or created and that are successfully loaded and running.		
4. Interfaces			

Item #	Scheduling System Functional Requirements	Meets Requirement "Out of the Box"? (Yes/No)	Comments/ Explanation of Functionality
4.1.	The system shall provide a tested interface for data exchange with (as applicable) AVL, Fleet-Net Operations system, UTA APC units, etc. and must have previously been integrated with at least three systems in a production environment. Please specify manufacturer and model of installations. Interfaces rely on standard programming languages for integration. <u>No licensing restrictions on interfacing data to or from scheduling database. RTS is the owner of all software data.</u>		
4.2.	The system must automatically integrate running times at all levels (route, pattern, time point, stop, day of week, time of day) from AVL proposer and offer graphical, querying, and reporting interfaces to analyze the data for schedule building purposes.		
4.3.	The system must automatically provide all necessary schedule information to Fleet-Net Operations software for timekeeping and payroll processing and to track items like bid assignments, overtime, scheduled work days, scheduled days off, cancelled service, etc.		
4.4.	The software shall be compatible with or offer functionality similar to Time Table Publisher, which formats data quickly for printing of schedules. Provide a description of the process and examples. <u>No licensing restrictions on interfacing data to or from scheduling database. RTS is the owner of all software data.</u>		
4.5.	The system shall provide a General Transit Feed Specification (GTFS) interface to export scheduling output files used by the Google Transit trip planner (http://www.google.com/transit), as well as GTFS-real-time. <u>No licensing restrictions on interfacing data to or from scheduling database. RTS is the owner of all software data.</u>		
4.6.	The software shall be able to interface with Microsoft Office 2010.		
4.7.	Ability to provide functionality for selective copying/sharing of data across scheduling system databases.		
4.8.	Ability to keep uniform look-and-feel and uniform functionality across all elements of the application.		
4.9.	External actions (performed by third party applications) can be initiated from the client, application, or data tier.		
5. Client Functionality			
5.1.	The system shall use Microsoft Windows system properties for fonts and colors wherever applicable and be provided within the traditional Microsoft Windows paradigm (e.g., dock-able windows, standard windows keyboard shortcuts (i.e. CTRL+C, CTRL+V, etc.), drop-down menus, toolbars, mouse clicks, etc.).		
5.2.	Ability to provide keyboard commands/shortcuts for all commonly used or repetitive application functions.		
5.3.	The system shall support the Universal Naming Convention (UNC) and long filenames.		
5.4.	The system shall be able to allow for unlimited "undo" / "redo" steps to the previous command, or warn users if certain changes cannot be "undone".		
5.5.	The system shall be able to perform all printing functions via the Windows Print Manager.		
5.6.	Ability to adjust the display of columns and rows.		
5.7.	Groups, window layouts, configuration settings, and screen preferences shall be savable on a user-by-user basis.		
5.8.	An on-line help feature shall be included with the system. It must provide context-sensitive help information for commands, menu items, and screen options.		
5.9.	The system shall include toolbars (iconic command buttons) that are configurable by a system administrator.		
5.10.	The system must have configurable lists with the ability to show lists related to a primary list. For instance, a list of runs with a related list of trips.		

Item #	Scheduling System Functional Requirements	Meets Requirement "Out of the Box"? (Yes/No)	Comments/ Explanation of Functionality
5.11.	User shall be able to resize, hide or show table columns any time and modify the displayed font.		
5.12.	The grid control for configurable lists shall support click-and-drag column resizing, drag-and-drop column reordering, data sorting (both ascending and descending), easy selection of columns to be viewed (add/delete columns).		
5.13.	Configurable lists must include options to print and export the content of the list (into Excel format for example).		
5.14.	The system must include tools to select objects (i.e., trips, blocks, stops, etc.) based on user-defined characteristics.		
5.15.	The system shall include the ability to save selection criteria.		
5.16.	Software shall have auto-save & auto-recovery, versioning, and file archiving.		
5.17.	The system must include tools to group objects according to criteria specified by the user. Then, it must be possible to produce statistics by groups, for example the total distance of trips grouped by route.		
5.18.	The system shall be able to display and print histograms based on the characteristics of objects.		
5.19.	Pre-programmed function keys (hot keys) shall be an integral part of the user interface, permitting easy access to and manipulation of data for the user.		
5.20.	The system must support data import and export of the main entities data in standard Windows file formats including Microsoft Excel, XML, or comma-delimited American Standard Code for Information Interchange (ASCII) text files.		
5.21.	If display content is larger than the display, scroll bars shall be used to enable rapid viewing of all display content. For tabular displays that must be scrolled, the row and column headings of the table shall be stationary so that these headings can be viewed regardless of the scroll position.		
5.22.	The system shall be capable of displaying time units in hours and/or minutes; time shall be able to be expressed in AM/PM (APX) and military (24-hour) time.		
5.23.	The system shall provide the ability to easily add user-defined fields in support of additional or new data requirements.		
5.24.	The system shall be have both tabular and graphical views as appropriate.		
5.25.	The system shall be able to turn on and off graphical views of data.		
5.26.	The system shall be able to have all tabular views with multi-column sorting unless logically inappropriate.		
5.27.	The system shall provide easy user navigation.		
6. Configuration Parameters			
6.1.	The system shall retain all configuration and preference changes when software upgrades are applied, both on the server and on workstations.		
6.2.	The application shall retain all configuration and preference changes for each user, regardless of where the user logs on.		
6.3.	Changes to parameter files shall be immediately reflected in current data.		
6.4.	Configuration of the proposed program via parameter files, option screens, and the like shall be sufficient to tailor the proposed system to meet RTS requirements and business rules. Source-code-level customization shall not be necessary.		

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7. Data Validation			
7.1.	The system shall perform data validation and check for data reasonableness at the point of data entry before allowing the data to be processed or used by the system and shall reject any invalid data. This includes all input data, parameters, and commands whether collected automatically or entered by a user. Checks include things like invalid running times, trips, etc. Provide details.		
7.2.	The system shall include the ability to define validation criteria, for instance that block duration shall not exceed 16 hours.		
7.3.	When unreasonable input data or results are detected, diagnostic messages clearly describing the problem shall be generated. These messages shall be unabbreviated English text and shall not require the use of a reference document for interpretation or diagnostic or other complex data or descriptions intended for maintenance personnel.		
7.4.	Diagnostic data shall be logged for later retrieval by the system administrator.		
7.5.	The system's user interface must be uniform and consistent in its use of menus, buttons, function keys, and screen designs. Each screen or window must have its own unique identifier providing the user with a clear indication of the screen function.		
8. Data Entry			
8.1.	The system shall respond to all user input actions indicating whether the action was accepted, was not accepted, or is pending. For multi-step procedures, the system shall provide feedback at each step. Indications such as text messages, color changes, and blinking shall provide this feedback.		
8.2.	The amount of data required to enter shall be minimal. The system shall insert any data that is already known (e.g., date, time, user identification, vehicle identification, Operator ID) and provide default values where appropriate.		
8.3.	When data entry of a field is limited to a known set of valid responses, the list of valid responses shall be presented to the user in the form of a scrollable list.		
8.4.	For all data fields if only a portion of a data value needs to be changed, only that portion of the value shall need to be entered.		
8.5.	Data entry can be cancelled at any time and this action shall cause the process to be terminated and the data values cleared.		
8.6.	Data entry can be suspended at any time by requesting a different display or window. This action shall cause the process to be suspended and the data value shall remain unchanged until display or window is returned to.		
8.7.	Critical actions initiated by users, such as a deletion, shall be performed only after a warning message and request for confirmation are issued to the initiating user and the confirmation of the intended action is received from the initiating user.		
9. Geographic Information System			
9.1.	The RTS GIS software standard is Environmental Systems Research Institute (ESRI). This will be used as the basis for any and all system processing, storage, and display of geographic data including basemap(s), bus vector data, and AVL data. The proposed software shall be able to integrate with RTS GIS software and consume RTS GIS		

Item #	Scheduling System Functional Requirements	Meets Requirement "Out of the Box"? (Yes/No)	Comments/ Explanation of Functionality
	feature classes. Specifically, the application shall provide an integrated GIS that can display a centerline street network from most common GIS data sources (shapefiles, etc.). Therefore, RTS shall be able to create within the TSS software network components (stops, time points, routes, route variants, etc.) that automatically sync with RTS's transit geodatabases without the need to import/export any data. Fully document process and integration of GIS and scheduling data.		
9.2.	The application must allow for the localization of stops/stations, public locations/landmarks on the street network.		
9.3.	All GIS components of the scheduling system must fully integrate (read and write) with RTS's GIS for purposes of maintaining bus stops inventory, time points, bus route definitions and street paths, with full integration with underlying ESRI basemaps and centerline data. The intention of this requirement is to disallow data duplication. The mentioned data are to be written to and maintained within RTS GIS database. Integration is at the database level.		
9.4.	The system shall be supplied with a geocoding feature built-in which can be used to geocode time points, bus stops, and other pertinent routing locations.		
9.5.	The geocode feature shall permit the user to define bus stops using a variety of methods, including direct entry of GPS determined coordinates and setting the stop location with a mouse click.		
9.6.	The system shall be capable of allowing stops to be properly positioned at intersections.		
9.7.	The system shall be capable of displaying all trip patterns, or fixed portions of flexible trip patterns, on a map for visual display.		
9.8.	Route and pattern trace definitions, modifications, stop inventory information, including stop sequencing in patterns shall be fully integrated with the existing RTS GIS system for maintenance of stops and related assets, including maintenance of these data by writing into RTS's GIS geodatabase. At the point of consumption, these data shall be used directly from RTS GIS via geodatabase reads, without the need for file based import of data or the need to move between different software.		
9.9.	The system must allow for the multiple locations of bus stops to be displayed, including but not limited to - a location on the centerline network and a public location along but not on the street network. Multiple locations available as GIS feature classes from RTS GIS shall be used.		
9.10.	The system shall display fixed-route paths from RTS GIS based on their scheduled stops, including branching (expected turn-by-turn route, with stops displayed).		
9.11.	The system must be able to automatically calculate and store distances, times, and speeds for deadhead route segments, entire trip patterns, and selected trip pattern segments defined by the user using the street network and GIS feature classes.		
9.12.	The application must be able to compute stop-to-stop distances based on the street network information. The resulting itineraries shall be editable by the user.		
9.13.	In case stop distances computed by the GIS do not reconcile with times computed by the scheduling system, the scheduling system shall be able to export a list of such segments for review within GIS, as well as maintain a second set of stop to stop distances.		

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9.14.	The application shall allow for integrated editing and easy replacement of map files.		
9.15.	Functionalities shall be available to automatically re-localize objects following an update of the underlying GIS map network data. Explain the process.		
9.16.	System shall be able to assign sequence number to newly created or maintained bus stops stations in GIS. Workflow is 1) stop feature is created in GIS; 2) scheduling system assigns sequence; 3) scheduling system reads/uses from GIS.		
9.17.	The GIS component shall have the capability to export the street network data to external systems or applications in shapefile format.		
9.18.	The system must allow for the definition of fare zones by route, system-wide, time of day, and day of week.		
9.19.	The map display shall support zoom in, zoom out, and pan.		
9.20.	The map display must show one-ways, forbidden turns, barriers.		
9.21.	The GIS component shall have an automatic coordinate converter to convert coordinate locations from state plane (x-y) to latitude/longitude, and from, latitude/longitude to state plane (x-y).		
9.22.	The system must allow and maintain a log of the street network edits (new street segments, street segment modification, street segment deletion) posted to GIS such that upon a upgrade to underlying GIS street data, segments previously custom edited but included parts of newly delivered data are identifiable and are discarded following succession rules to the new segments.		
9.23.	The GIS component shall be seamlessly accessible from all other components.		
9.24.	The system must be able to work with spatial data in WGS84 coordinate system (latitude/longitude).		
10. System Performance			
10.1.	The system shall be designed for and capable of 24 hour per day, 7 day per week operation.		
11. Security			
11.1.	<p>The system provides the system administrator with the following group-level security features:</p> <ul style="list-style-type: none"> • Control over a group member’s access to each specific subsystem of the application. • Control over a group member’s access to specific screens and fields within such screens. • Control over a group member’s access to specific commands and functions. • Control over a group member’s rights to view, add, modify, or delete specific data elements and records. • Control over a group member’s right to add, modify, or delete screens, menus, database columns, and reports. 		
11.2.	<p>The system provides the system administrator with the following user-level security features:</p> <ul style="list-style-type: none"> • Control over an individual user’s access to specific screens (windows). • Control over an individual user’s access to specific commands and functions. • Control over an individual user’s rights to view, add, modify, or delete specific data elements and records. • Control over an individual user’s rights to add, modify, or delete screens, menus, database elements, and reports. 		
11.3.	Each level of access shall be capable of specifying read/write, read, or no access to each identified system		

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	function.		
11.4.	A minimum of three user-access levels shall be supported by the system: <ul style="list-style-type: none"> Information user: these users shall have read-only access to the system. Editor: these users shall have full access to specific system functions as determined by the system administrator. Administrator: these users shall have unrestricted access to system functions and shall have special privileges required to administer overall access security and to maintain the system. A secure method shall be provided for the system administrator to change passwords and user identifications and establish functional partitions that identify a subset of all system data, including events that users are permitted to access. 		
11.5.	Users without proper minimum authorization shall be denied access to all system functions and data, as well as all system resources such as servers, printers, workstations, etc.		
11.6.	Access to system functions and capabilities shall be based upon each user's authorization level and not the physical workstation.		
11.7.	The logon/logoff status of a user shall be unaffected by any failure recovery procedure in the system.		
11.8.	The system shall support single sign on and integrates with COG active directory (Windows Domain authentication) so that additional passwords are not required.		
11.9.	The system logs all login attempts, successful logins and logoffs to the system (including the time, date, workstation ID, and user ID of the login attempts).		
11.10.	Ability to record and date/time stamp all transactions and include user ID and rollback any change within a 30 day window.		
11.11.	The activity log shall be real-time and accessible.		
12. General			
12.1.	A warranty period of five years that begins after all RTS's data has been converted and the entire system is accepted in writing or used in a production (operational) context by RTS.		
12.2.	Ability to provide a complete online help facility based on industry standards that allow users to search by keyword or by task.		
12.3.	Ability to provide established quality assurance procedures and documentation.		
12.4.	Ability to provide software manuals as electronic files in MS Office and PDF formats on DVD or equivalent.		
12.5.	Ability to provide comprehensive plans and be responsible for testing, repairing, and complete installation of the software.		
12.6.	Ability to provide on-site hands on training to RTS staff.		
12.7.	Ability to provide documentation for each function.		
13. Scheduling - General			
13.1.	Ability to create, maintain, and manage multiple numbers of schedule databases for handling current, previous, future, and simulation types of schedules.		
13.2.	The system shall be able to create new and update existing routes, patterns, time points, and stops.		

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	Describe/illustrate the graphical methods of viewing and working with schedules.		
13.3.	The system shall have the capability for the creation of multiple schedules of up to nine service frequencies for each route.		
13.4.	The system shall be capable of allowing the user to assign stop amenities (e.g., bench, shelter, etc.) to each stop and other supplemental data.		
13.5.	The system shall have the capability of browsing single or multiple records at one time and on a single screen.		
13.6.	Ability to perform a batch copy and renaming of schedule data completely including patterns, running times, trips, blocks, runs, and rosters from one sign-up to another sign-up schedule and from one service group to another service group schedule.		
13.7.	The system shall have the capability to freeze versions of a schedule once finalized.		
13.8.	User defined and configurable lists for all components, including trips, headways, blocks, patterns, etc.		
13.9.	Ability to create alternative schedules during same period to evaluate different scenarios.		
13.10.	The system shall have the capability to track the effect of service changes in terms of hours and miles by route, pay period, and location and how this affects the cost of service.		
13.11.	Ability to accommodate 99 or more time points and stops per pattern (specify if a maximum exists for any parameter).		
13.12.	Ability to accommodate infinite patterns (or variants) on a route. Patterns defined as distinct bus stop sequences, including the designation of selected stops in each trip pattern as schedule time points and whether a trip pattern is inbound or outbound.		
13.13.	Ability to generate patterns within a line/route without redefining running time and time points.		
13.14.	The system shall be able to accommodate loop routings, i.e., routes that operate in one direction where the origin and destination points are the same.		
13.15.	Ability to establish a sequential listing of time points by route/line and direction.		
13.16.	The system shall permit the specification of any time point for sorting trips on the screen or on reports to be printed.		
13.17.	Ability to define time points that are not actual bus stops.		
13.18.	The system shall have the capability to save, retrieve, and modify multiple versions of trips, running times, blocks, and routings.		
13.19.	The system shall have the capability to support the development of multiple schedules by time of day, time of year, and various day types.		
13.20.	The system shall have the capability for time points to be added, deleted, inverted, or modified even where scheduled trips already exist. Such modifications will cause the scheduled trips to be updated automatically.		
13.21.	Define and assign route types (i.e. regular, express, special, etc.).		
13.22.	Ability to assign multiple vehicle groups to a route.		
13.23.	Ability to develop feasible connections with other carriers (e.g. other service proposers).		
13.24.	The system shall be able to store and display both original route and detour route information.		
13.25.	Automatically or manually assign trip, block, run, and roster numbers based on user-specified sorting order and		

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	criteria.		
13.26.	The system must be able to support a 36 hour operational day.		
13.27.	The system must allow for the definition of all pay time components. This includes report time, travel time, wait time, deadhead time, platform time, clear time, scheduled overtime, spread time, make-up time, etc.		
13.28.	The system shall offer solutions to gradually increase or decrease bus service frequencies to meet demand by time of day, offering easy "what-if" analysis.		
13.29.	The system shall allow trips, blocks, routes, and associated non-revenue time to be flagged by funding source. Funding amount can be defined by percentage or hour.		
13.30.	The system shall offer special event capabilities to completely plan special event transit services in a few hours. It shall quickly and optimally determine vehicle and driver requirements, integrate and determine the impact of the service on RTS's regular service, and quickly determine all costs and requirements needed for special events.		
14. Trip Building			
14.1.	Capable of automatic or manual trip building for each route, using the designated sequence of trip patterns during defined time periods.		
14.2.	Able to copy trips as follows: <ul style="list-style-type: none"> • One schedule to a new schedule (i.e., fall to spring) • One or many trips from one schedule to another schedule • One trip within the current schedule • Special trips from one schedule to a new schedule (i.e., sporting events, special events, etc.) 		
14.3.	Through the connection of trips, the system shall automatically calculate the vehicle requirements for twelve or more specific user defined time periods of the day (such as AM peak, Base, PM peak and evening) for each service.		
14.4.	Ability to create or modify trips individually, for a specified headway, for a time interval, for a specified number of vehicles and synchronize with the passing times of other trips at common timing points.		
14.5.	The system shall have the capability to unhook all trips at one time.		
14.6.	Ability to create trips based on the passing time at any one of the trip timing point and ability to modify time point information in existing trips, such as 1) change time point passing time at any one of the trip time points, 2) change the name of time point, and 3) change run time between time points, etc.		
14.7.	Ability to modify selected trips (for example, single trip pattern or all trip in a single direction) for instance to change the origin, the destination, the running time, and the trip pattern.		
14.8.	Ability to modify trips based on a specified time point and shift all time points in a trip (positively or negatively) by a user specified amount of time in one step.		
14.9.	Define and manage transfer connections by viewing trips from more than one route together.		
14.10.	Ability to clearly display graphically and/or in tabular format the times of all trips and routes traveling through a common time point.		
14.11.	Ability to provide both tabular and graphical view of trips, including nodes, trip times, block numbers, assignment numbers, deadhead and recovery time, as well as the ability to manage, create, and make changes directly to		

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	trips in the graphical application. The system shall have the capability to sequence trips so that they are displayed in a logical progression on the screen and on reports.		
14.12.	Ability to identify/define trips within the software structure to denote revenue and nonrevenue trips.		
14.13.	Ability to automatically generate return/connected trips with user specified minimum/maximum layover time, which may be location or time of day specific.		
14.14.	Ability to vary routings on service patterns to cater to specific capacity limitations, such as number of platforms available at each station.		
14.15.	Ability to build conflict-free timetables system wide using configurable parameters for different service plans.		
14.16.	Allow user to assign specific vehicle types and/or vehicle characteristics to trips, blocks, routes, and time of day basis and have ability to override or enforce vehicle assignments at scheduling level.		
14.17.	Ability to allow for different running times between time points by direction, time of day, day of week, route.		
14.18.	The system shall have the capability to override the automatic assignment of running times for individual trips. A log of overrides shall be created listing the user and when the changes were made.		
14.19.	The system shall have the capability to maintain running time overrides between subsequent schedules.		
14.20.	Ability to support the definition of base running times and speeds for various days and time periods between two timepoints, designated stops along each trip pattern, and for deadhead segments and apply to multiple routes where they are in common (i.e., new routes using the two timepoints would automatically inherit the defined base running time.		
14.21.	When adjusting running times by time of day by route the software will maintain intervals between buses at stops (either through interlining or manipulation of layover amounts) which serve multiple routes.		
14.22.	The proposed system shall have the capability to show the distance between time points and the associated speeds.		
14.23.	Capable of calculating the running time between any pair of time points on any trip pattern, taking into account running speeds and via integration with AVL data.		
14.24.	Allow running times to be manually input or adjusted for trips, patterns, or between stops or timepoints.		
14.25.	Ability to allow for variations on deadhead running times as a function of varying running speeds by time of the day.		
14.26.	Ability to automatically detect interlining opportunities between different routes at common endpoints without manual intervention.		
14.27.	Ability to change the running time between 2 time points and automatically recalculate all trips that were built using that running time.		
14.28.	Ability to control the displayed timing points in the various displays.		
14.29.	Ability to allow or prohibit interlining between routes via a user defined parameter.		
14.30.	Ability to create route groups for interlining.		
14.31.	The system shall notify the user when an assigned routing is missing a running time.		
14.32.	Ability to define interlined routes before assigning blocks.		
14.33.	Ability to allow dispatching from more than one garage or location (Ability to assign multiple garages/yards to a		

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	route, multiple routes to a garage/yard, etc. per user's discretion).		
14.34.	Specify destination sign code for each trip.		
14.35.	The system shall have the capability for creating trip exceptions due to special events or days (e.g., trips that only operate on certain days of year).		
14.36.	Ability to define minimum/maximum layovers globally, at trip start, at trip end, by place, by route, by schedule type, by time of day, and by combinations of these, and as a fixed value or as a percentage.		
14.37.	The system shall have the capability for the connection of trips using all of the following or combinations thereof: one route at a time, multiple routes, individual trips, trips of a specific routing or running time, any unconnected or unhooked trips from another route, specified interlines.		
15. Blocking			
15.1.	Ability to automatically generate blocking scenarios with respect to pre-defined criteria and business rules to achieve optimized vehicle blocking solutions that meet the RTS service and operational requirement. Options shall be provided to block based on criteria like minimizing the number of vehicles or total vehicle hours required. Manual blocking shall also be allowed. Provide a detailed description of blocking optimizing algorithms.		
15.2.	Ability to accept, reject, or edit automatic blocking solutions so RTS can simulate different block solutions for the same trip data before committing to one.		
15.3.	Ability to create, delete, and modify deadhead trips automatically to make trip connections and to automatically assign yard pull-in and pull-out deadhead trips upon completion of block.		
15.4.	Ability to add a control point between deadhead trips to allow a vehicle to hold safely on a pocket or spur between revenue trips to avoid same location conflicts on the revenue trips.		
15.5.	Able to load simultaneously multiple vehicle schedule scenarios (for comparison, for copying trips from one to the other, etc.).		
15.6.	Ability to display blocking graphically on a horizontal time scale and display information such as timepoints, layover time, revenue time, non-revenue time, mileage, and assignment numbers on each block.		
15.7.	Ability to modify trip times within the blocking module with the changes automatically reflected in blocking.		
15.8.	Ability to find the most efficient next trip on line(s) to be added to an existing block (including interlining potential) if manual blocking is selected.		
15.9.	Ability to block by service day type and vehicle groups.		
15.10.	Ability to view performance statistics for each block.		
15.11.	Ability to allow users to freeze certain blocks manually so that the automated blocking process will not change them.		
15.12.	Ability to optimize blocking without changing more than a specifiable amount of the sign-on and sign-off times of the assignments and allow for optimization without having to do a full runcutting and thus leaving no need to redo the assignments.		
15.13.	Ability to allow the user to set a limit on the number of vehicles allowed at once at a given time point (for example, there is a constraint on the number of buses that can be accommodated at any time at a transit center).		
15.14.	Ability to maintain seasonal or inactive routes.		

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15.15.	Ability to maintain variations of service or day's exceptions by day of week (i.e. extra Friday night service).		
15.16.	Ability to maintain and assign alternate/calendar-based schedules (for example schedules for no school, holidays, early opening or late closing, etc.). Specify the maximum number of alternate schedules.		
16. Runcutting			
16.1.	Ability to define as soft rules the preferences for operator workday characteristics.		
16.2.	Ability to cut runs past midnight.		
16.3.	Capable of cutting single-piece or multi-piece work assignment runs, with each piece being a sequence of route trips from a particular block.		
16.4.	Ability to configure via parameters in compliance with RTS's rules/regulations and union contract provisions (hard and soft rules) including but not limited to: Min./max. work times, part-time operator work restrictions, spread times, spread premiums, report times, travel time, overtime, and guaranteed time. Provide a detailed description of automatic runcutting optimizing algorithms.		
16.5.	All rules, definitions, costs, optimizers, and parameters for runcutting are user defined and can be changed by the user directly from the user interface in the future without programming or proposer assistance.		
16.6.	Ability to define multiple operator workday types.		
16.7.	Maintain accurate summary statistics by time of day on total, revenue, and non-revenue (deadhead, layover, travel, recovery) mileage and time.		
16.8.	Software shall flag when a manual or automatically generated runcut violates any RTS rule/regulation, and list which rule/regulation is violated on each run.		
16.9.	Ability to define target ratios for the number of runs for specific run types, in order to provide a balanced solution (easier to roster).		
16.10.	Ability to reflect run classification, numbering, and other RTS specific parameters in the runcutting algorithm, as well as to define driver preferences as soft rules.		
16.11.	Ability to allow for either manual or automatic runcutting at user's discretion. Manual runcutting can be done at any time during a run cut by route, block, or run.		
16.12.	Ability to automatically create cost efficient and legal runcuts that are equal to or better than (based on non-revenue time share of total time) RTS's current runcutting solutions based on comparable service plan.		
16.13.	Ability to compare/evaluate the runcutting solutions (for same or different block solution) during the optimization process and compare two runcutting solutions on a single screen. Comparison output will provide information on pay time, vehicle requirements, etc.		
16.14.	Allow the shifting of trip relief times to optimize runcuts.		
16.15.	Ability to prohibit relief at a given location for part of the day, or for a specified direction.		
16.16.	Ability to allow for multiple operating yards in a single runcutting solution and assign a yard to a division.		
16.17.	Ability to enforce, warn, or ignore violations of work rules during construction of runs.		
16.18.	Ability to lock and unlock schedule by users (controlled by user level security).		
16.19.	Ability to accept user input to freeze certain runs manually and proceed to optimize on the remaining uncut work.		
16.20.	Ability to analyze cost with respect to union contract provisions, including, but not limited to, pay rates, work		

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	rules, management requirements, facility specific rules.		
16.21.	Ability to optimize scheduling parameters such as platform hours, minimum overtime, use of part time operators, etc. by cost or operators counts.		
16.22.	Ability to define different types of reliefs (on-street, pull-in to garage, car relief) and to prioritize relief points for trips at terminals and limit relief points to designated places.		
16.23.	Allow user to identify certain time points as relief points between operator assignments (between routes and to and from relief points) and automatically build the travel time into the assignments.		
16.24.	The system shall have the capability to cut runs based on the inclusion of operator breaks at designated break and meal points.		
16.25.	Ability to automatically build travel time into assignments based on relief point utilization.		
16.26.	Ability to calculate travel time based on the vehicle schedule (i.e., drivers traveling from the depot to start place, etc.).		
16.27.	Ability to provide facility to uncut runs.		
16.28.	Ability to optimize a runcut solution on a replacement set of blocks that match, within a specified time range, the sign-on/off time of an existing specified runcut scenario.		
16.29.	The name of each runcut must be unique when saved, with a validation to prevent duplicate runcut identifiers.		
16.30.	Unlimited ability to save and retrieve previous run cuts.		
16.31.	Ability to maintain notes/comments at the following levels and to selectively address them to the drivers, the scheduler and/or the public: such as, but not limited to timepoints, specific passing times, or trips.		
16.32.	Ability to provide analysis/statistical tools that automatically summarize a runcut by cost and all cost components (including operators and hours [pay-to-platform]) required to operate the service.		
16.33.	Ability to conduct "what if" scenario analysis based on prospective rules and parameter changes that control the automatic runcutting algorithm. Modifications applied during scenario testing must not affect the integrity of existing files. Those saved files must be able to become the working files at a later date if the new work rules are adopted.		
16.34.	Ability to view percentages of runs by run type.		
16.35.	Ability to modify trips and blocks from within the runcut tools.		
16.36.	Ability to display runcutting and blocking side by side.		
16.37.	Ability to display runcutting solution graphically using horizontal time scale and allow modifications from graphical interface.		
16.38.	Ability to allow interruption to the runcutting processes at any time.		
16.39.	The system shall automatically calculate person and vehicle requirements for multiple user defined periods of the day.		
16.40.	Ability to support flexible sign-on/off matrix varying by place, time of the day, type of relief, vehicle group, type of run.		
16.41.	Ability to maintain a calendar of schedules in production.		
16.42.	Ability to create vehicle and operator schedule statistics for a specified interval of dates.		

Item #	Scheduling System Functional Requirements	Meets Requirement "Out of the Box"? (Yes/No)	Comments/ Explanation of Functionality
16.43.	Any changes made at any level must propagate throughout the system with necessary integrity checks.		
16.44.	No duplication of data in the scheduling system, including the geocoding database.		
16.45.	Provide built-in tools for importing and analyzing historical runtime and on-time performance data, and adjusting runtimes for future schedule changes.		
16.46.	Ability to compare scheduling data, including all critical operational data, e.g. number of trips, blocks, runs, operational cost between different schedule sets, for a given day or range of days as well as maintain and provide reports on deviations including comparison of costs, number of trips added/cancelled, on specific days, or range of days, on route/division basis.		
16.47.	Ability to define non-driving operator assignments, and assignments that include a driving element and a non-driving element within a day.		
16.48.	Able to manually accept, reject, or edit automatic run cuts by route, vehicle type, block, or run.		
16.49.	Ability to create interfaces based on a calendar that records which vehicle and crew schedules are in effect for each date of a period.		
16.50.	The system shall not allow concurrent modifications to individual run cuts.		
16.51.	The system shall have the capability to optimize a run cut either by an entire location or by redoing a selected number of user defined runs.		
16.52.	Ability to easily query individual runs for all related information.		
16.53.	Ability to maintain run pieces without supporting block data such as spare work and garage work.		
16.54.	The system shall have the capability to manually add open pieces of work to previously cut runs.		
16.55.	The system shall be able to cut runs accommodating service and day of week variations within the schedule.		
16.56.	The system shall have the capability to cut runs for special events or days of operation and special service conditions.		
17. Rostering			
17.1.	Capable of both cafeteria-style and agency-developed rostering.		
17.2.	Ability to handle multiple rosters at same time (including extraboard), with allocation of operator workdays to a roster, based on preset criteria (for example: AM work or PM work; or workday type – straight, split; etc.).		
17.3.	Ability to override any pay component.		
17.4.	Ability to run multiple rostering scenarios.		
17.5.	Ability to define rules and parameters to meet company and government rules like minimum rest time, target rest time, and free periods.		
17.6.	Capable of building rosters automatically or manually.		
17.7.	Ability to swap roster day assignments between positions.		
17.8.	Ability to swap full week's assignments between positions.		
17.9.	Ability to build separate rosters for different groups of employees (i.e., part-time rosters).		
17.10.	Ability to detect whether assignments are below some RTS-specified number of hours of elapsed time between the end of one day's assignment and the beginning of the next day's assignment.		
17.11.	Ability to create rosters by division/yard, by combining weekday, Friday, Saturday, and Sunday runs and assigning		

Item #	Scheduling System Functional Requirements	Meets Requirement "Out of the Box"? (Yes/No)	Comments/ Explanation of Functionality
	weekly operator runs.		
17.12.	Ability to optimize work rosters based on similarity such as on-duty and off-duty time per user preference.		
17.13.	Ability to favor restricting roster position to a single operator workday, a single route, a single group of routes, etc.		
17.14.	Ability to allow automatic renumbering Saturday and Sunday runs to match weekday run numbers on all regular rosters created.		
17.15.	Ability to provide roster statistics including efficiency and cost (such as total weekly pay) of each roster and for all rosters by division/yard and by system.		
17.16.	Ability to sort weekly assignments by line on screen for visual analysis.		
17.17.	Ability to define rules to control days off, weekend off, working time customizable to factors such as working time and categories of run.		
17.18.	The system shall have the capability to automatically assign days off for rostered work based on work rules and regulations.		
17.19.	Ability to control runs via patterns to match requirement, such as having early runs before a day off and late runs after a day off.		
17.20.	Ability to handle four and five day working week.		
17.21.	<p>Ability to display roster assignments by:</p> <ul style="list-style-type: none"> • Workday type • Workday ID • Run ID • Run type • Varying start times within a single bid • Time between pieces of a run • Run start/end time • Route • Total weekly pay time • Full work days, etc. <p>The display will allow for filtering based on include-only or exclude all bids that contain a specific characteristic like start time or route number.</p>		
17.22.	Ability to define and take into account special service in effect for holidays and other occasions.		
17.23.	The system must be able to create extra work assignments that are not reflected in fixed route scheduling solution. These assignments would be used for Specials/Charters, Stand-by assignments, and other types of casual work.		
17.24.	The system must be able to create user-defined categories of extra work (i.e., meetings, marketing, training, etc.).		
17.25.	The system must allow definition of an extra work validity period (i.e., date range, days of week).		
17.26.	The system must be able to optionally associate customer's information with extra work created.		
17.27.	The system shall have the capability to validate the transitions between rosters for two consecutive bid periods.		

Item #	Scheduling System Functional Requirements	Meets Requirement "Out of the Box"? (Yes/No)	Comments/ Explanation of Functionality
17.28.	The system must be able to support the creation of extra work in real-time or in advance.		
17.29.	Ability to optimize rosters based on cost parameters while in compliance with RTS's hard and soft rules, and government regulations.		
17.30.	The system shall have the capability to automatically generate one roster at a time or all rosters.		
18. Reporting			
18.1.	Ability to generate reports using standard database access tools with ease.		
18.2.	Ability to produce reports on platform, deadhead, and revenue miles and hours by user defined parameters such as trips, blocks, routes, time periods, service days, garage/operator, funding source, jurisdictions/community.		
18.3.	Ability to easily export reports into CSV, XLSX, DOCX, PDF, HTML and XML formats.		
18.4.	Ability to retrieve an exported file into the application for further editing.		
18.5.	<p>The application shall include a set of standard reports and a configurable reporting tool. Reports available as standard (provide samples and details for each):</p> <ul style="list-style-type: none"> • Headways³³ • Block paddles • Driver assignments • Detailed driver run sheet (including sign-on, sign-off, pull-in, and pull-out) • Summary and actual miles, hours, and running times for revenue and non-revenue service (route, block, trip, run, system-wide). This information shall be available to be displayed by route, day of week, and time of day with subtotals rolled into summaries for the system as whole. • Vehicle/car requirement and utilization summaries by division, assignment sheet, hour, manifest, weekly pay sheet (as user defined format) • Platform-to-Pay time • Trip length • Service start and end times • Dispatch pullout and pull-in sheets • Comparison of schedules (as user defined format) • Time between routes at stops and time points • Route frequency • Public timetables • Mileage and platform hours data by route and day • Bus stop list by route/pattern • Bus stop list for entire system • Bus stop list by user-defined subdivision • Timepoint list by route/pattern 		

³³ This report shall present a list of buses (by block numbers) that service a particular route including time points along the route, the pull out/pull in times, and the departure times of each bus.

Item #	Scheduling System Functional Requirements	Meets Requirement "Out of the Box"? (Yes/No)	Comments/ Explanation of Functionality
	<ul style="list-style-type: none"> • User overrides of running times • Turn movements for an entire trip pattern, including any notes. • Run costing summary • User defined reports 		
18.6.	Ability to generate yard capacity.		
18.7.	All the above reports shall be able to be aggregated by time, day, week, month, quarter, and year.		
18.8.	The daily reports shall provide statistics broken down on an hourly basis along with daily totals. The weekly reports shall provide statistics broken down on a daily basis along with weekly totals. The monthly report shall provide statistics broken down on a daily basis along with weekly and monthly totals and so forth.		
18.9.	Query features shall be available to filter reports based on time interval, hour, day, week, month, year and Year To Date (YTD) and there shall be the capability to compare specified data for given time intervals, dates, weeks, months, years or YTD.		
18.10.	Reports must provide statistical summary statistics, like minimum, maximum, mean, medium, count, and 1st/5th/25th/75th/95th/99th percentiles, as well as more advanced metric aggregates.		
18.11.	Drill down, drill through, or drill anywhere capabilities shall be available.		
18.12.	It shall be possible to create sub queries within reports for enhanced data analysis and interrogation.		
18.13.	Conditional formatting shall be permitted based on user defined criteria.		
18.14.	The reporting tool shall allow authorized users to create new (i.e., define their own report templates) and to edit/configure existing (i.e., modify the templates provided by the proposer) report formats and add custom text and messages.		
18.15.	The report generation tool shall allow users to choose 'a-la-carte' data elements and put them together in any combination necessary to build and customize reports to suit specific needs.		
18.16.	A Wizard shall be available to report writers to specify the type of report they want to create and then combine data elements to achieve the desired output.		
18.17.	User must be able to modify formatting, column aggregation, and sorting at the report creation level.		
18.18.	Data elements can be used as reported data, filters, or report sections.		
18.19.	The user must be able to schedule any report to be generated on a recurring basis (daily, weekly, monthly, yearly) and distributed to a designated list of email addresses.		
18.20.	Users must be able to toggle between tabular reports, charts, or combination reports easily.		
18.21.	Reports generated shall be fully modifiable and configurable by RTS staff without intervention or support by the proposer.		
18.22.	Support common report writing tools like Crystal Report.		
18.23.	Requests for reports shall be acknowledged within 10 seconds with an indication that the report is being processed.		
18.24.	After the deployment and implementation of the system, if need arises to create additional reports, under the maintenance agreement the selected proposer shall provide in addition to all of its standard reports up to 25 additional and customizable reports as requested by RTS.		

Item #	Scheduling System Functional Requirements	Meets Requirement "Out of the Box"? (Yes/No)	Comments/ Explanation of Functionality
18.25.	Data for reports can be made available to report writers through data views created by database administrators. These data elements shall have additional metadata associated with them allowing users with no knowledge of the back end database to retrieve the data they need.		

7 PROPOSAL SUBMISSION

The submission of a proposal on this service will be considered as a representation that the proposer has carefully investigated all conditions which may affect or may at some future date affect the performance of the services covered by the proposal and all components provided for in the RFP and that the proposer is fully informed concerning the conditions to be encountered, quality and quantity of work to be performed, and materials to be furnished; also, that the proposer is familiar with all applicable laws, codes, and ordinances of RTS which in any way affects the prosecution of the work or persons engaged or employed in the work.

RFP responses shall be prepared simply and economically, providing a straightforward, concise description of proposer's qualifications to satisfy the requirements in the RFP. Emphasis shall be on completeness and clarity of content. Proposers shall describe in detail how the proposed solution will satisfy each specific requirement and note any assumptions. Any requirement not having a detailed response shall be considered non-responsive. Responses must be specific and complete unto themselves.

In responding to this proposal, each proposer shall, include, as a minimum, a technical proposal and a cost proposal. The proposal is not complete unless it contains a technical proposal which addresses the requirements described herein, and a separate cost proposal that details all costs for the proposed services and represents the proposer's firm fixed total (maximum) price for this service as outlined in the RFP. Both the technical proposal and the cost proposal shall be submitted simultaneously. Both proposals must be signed by an authorized representative of the firm submitting. RTS will not consider, under any circumstances, statements by the proposer that any requirement or provision of this RFP is subject to negotiations or discussion. Any such statements may be considered basis for rejection of the proposal.

There is no expressed or implied agreement or warranty that the nature and extent of services are completely accurate as indicated herein. The proposer must take into consideration the possibility that the nature and extent of services may vary from that indicated herein. The submission of a proposal shall constitute confirmation that the proposer has determined from their own expertise and to their own satisfaction, considering the above information, the nature and extent of services required to fulfill their obligation under an awarded contract.

7.1 Technical Proposal

The proposer shall describe their team, solution, plan, approach, and technical architectures for accomplishing the work requested. The information provided shall be accurate and in enough detail to enable RTS to ascertain that the proposer understands the technologies, functional requirements, related software, maintenance and warranty needs, timelines, and effort to satisfy the RFP requirements. The proposer shall indicate, in written narrative, how the solutions/product(s) and services proposed will help RTS reach its objective of improving the quality of transportation services to its customers.

Proposers shall fully describe the system being offered as part of this submission. Capabilities and features shall be described in the context of its application to RTS' requirements and the benefits gained from the proposer's solutions and/or products. Proposers must list all components or modules necessary to fully implement the project, including any third party solutions, services/products necessary to complete the total installation including the optional technologies.

Moreover, the technical proposal must include:

- A description of the proposers standard, COTS TSS solution, its principal features and functionality, its relationship with other RTS functionality, and how it will fulfill the requirements of the RFP.
- A direct response to the specifications and functions requested in this RFP; completed checklists in 0 6 Functional and Technical **REQUIREMENTS** and any other requested information in 0
- 5 **CORPORATE CAPABILITIES & SUBMISSION REQUIREMENTS.**
- Diagrams that illustrate how system components interact and exchange data internally and with required external existing system interfaces.
- A description of additional functional capabilities of the proposed system not identified in the RFP.
- A description of the overall technical approach and the primary subsystems and components to be deployed, their architecture, their relationships (interaction and integration) to one another, network requirements, and their relationship to existing RTS systems and infrastructure.
- A description of how systems will be hosted, architected, and managed (hardware, software, databases, etc.).
- Any assumptions regarding work, services, information, or facilities to be provided by RTS or the third-party proposers of systems or services to RTS.
- A comprehensive description of the proposed documentation, testing, training, installation, and cutover plan and procedures.

- A ten-year vision for recommended hardware and software refreshes and replacements that will be necessary to keep the system in optimal operating condition. The vision shall include what of such future efforts will be covered by the proposer under that warranty and subsequent maintenance and support agreements, and identify any expectations for RTS for ongoing maintenance.
- A description of the terms and conditions of the proposed warranty and maintenance support which is consistent with, and elaborates on the warranty-related requirements. This section shall describe processes/procedures for preventative maintenance (including assumptions regarding proposer and RTS responsibilities), responsible parties for performing warranty obligations and their locations, fault remedy response times, any items proposed for exclusion from the warranty, provisions for support, and proposed software update, upgrade and support process.
- Noting any functionality that cannot be met “out-of-the-box” but that can be added for a fee.

It is the responsibility of the proposer to provide complete answers to each requirement even if that results in redundant, duplicated material within the proposal. RTS's selection team is not required to search for answers.

7.2 Cost Proposal

Proposers are required to submit their price proposals using the Price Summary Form presented in **Appendix 1. Cost Proposal** and **Appendix 2. Optional Component Cost Summary**. Proposers shall submit a cost for each line item, as well as a total cost for each solution and a total cost for the entire proposal. The operation and maintenance cost shall include and detail all anticipated sources of ongoing costs, including, but not limited to: royalties, software license fees, technical support, training, rentals, interface surcharges, or anticipated replacements. If the proposer offers a hosted solution, as well as a non-hosted solution a version of Appendix 1 and Appendix 2 shall be submitted for each.

The cost proposal shall include all individual cost details of the proposed services, estimated hours of work by key staff, and individual hourly cost for staff, and total costs (Fixed firm); include and identify expenses and taxes separately.³⁴ The Proposer shall modify or clarify entries in **Error! Reference source not found.** and **Error! Reference source not found.**, as necessary, so that the price summary represents the total cost to provide the solutions. The total cost shall include all incidentals associated with the hardware and software, such as mounting hardware, cables, fasteners, brackets, and housings. RTS shall not incur additional costs for any additional equipment, services, shipping, handling, communications, installation, or testing.

7.3 Document Size Restrictions

Elaborate brochures or voluminous examples are neither required nor desired. Your proposal shall not be more than 75 single-sided, typed pages (excluding any required forms, requirement compliance matrices, and staff resumes) Times New Roman 11 point font pitch on 8.5”x11” paper.

7.4 Product Presentation

Invited proposers will demonstrate their proposed system in Gainesville, Florida. Demonstrations will be limited to this RFP and the proposer’s proposal. Proposer’s will be given a set amount of time for the demonstration, including any follow-up and/or additional questions. The demonstration will generally be evaluated on the following:

- Demonstration of proposer’s system and what RTS can do with it out of the box.
- Functional and architectural overview of products.
- Description of technology solution.
- Description of support model (what's included and what's not).
- Typical implementation and installation steps to be taken and expected time frames and any implications for RTS.
- Project management/engineering approach.
- Training plan and documentation.
- Maintenance/warranty coverage.
- Product support process, escalations procedures, etc.

The demonstration shall be a live, working system (no PowerPoint) that meets the requirements of the RFP. The cost to assemble and develop the proposed system and attend the product demonstration will be the responsibility of the proposer.

The purpose of oral presentations with the proposer is to provide an opportunity for the proposer to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way.

³⁴ As applicable, the City of Gainesville can provide proof of tax exempt status.

8 FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

STATEMENT OF FINANCIAL ASSISTANCE. *This solicitation or contract will be funded in whole or in part by the U.S. Department of Transportation, Federal Transit Administration.*

The following requirements are applicable for this solicitation:

8.1 No Government Obligation to Third Parties

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying 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 the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) 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 the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8.2 Program Fraud and False or Fraudulent Statement and Related Acts

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying 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 the underlying 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.
- (2) 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 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (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.

8.3 Access to Records and Reports

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, 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 C.F.R. 633.17 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 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. 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.
6. 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 the Purchaser, 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 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

8.4 Federal Changes

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 Purchaser 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.

8.5 Civil Rights

The following requirements apply to the underlying contract:

- (1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 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.
- (2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction 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.
 - (b) Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 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.
 - (c) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (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.

8.6 Disadvantaged Business Enterprise (DBE)

- a. 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%. The agency's overall goal for DBE participation for the period October 1, 2013 through September 30, 2016 is **1.5%**.
- b. 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 City of Gainesville, Florida deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. 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 the City of Gainesville, Florida. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- e. The contractor must promptly notify City of Gainesville, Florida, 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 City of Gainesville, Florida.

8.7 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.

8.8 Americans with Disabilities Act

- (1) *New Buses and Construction*: All design and construction must meet all federal regulations of 49 CFR Part 37 and Part 38.
- (2) *Used Buses*: Must meet all federal regulations of 49 CFR Part 38.
- (3) *Modification of Facilities*: Must meet all federal regulations of Appendix A to 49 CFR Part 37, the ADA Accessibility Guideline (ADAAG).

8.9 Privacy Acts

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

8.10 Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, 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 City of Gainesville requests which would cause City of Gainesville to be in violation of the FTA terms and conditions.

The following conditional requirements may also apply based upon value and/or item/service:

8.11 Termination - If this solicitation or contract is valued at \$10,000 or greater:

- a. **Termination for Convenience (General Provision)** The City of Gainesville, Florida may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government'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 City of Gainesville, Florida to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Gainesville, Florida, the Contractor will account for the same, and dispose of it in the manner the City of Gainesville, Florida directs.

Non-Construction:

City shall have the right to terminate this Contract, in whole or in part, without cause, upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against City shall be limited to that portion of the contract price earned through the date of termination, together with any retained funds and direct and immediate termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against City.

Termination of the Contract or a portion thereof, for cause or convenience, shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

- b. Termination for Default [Breach or Cause] (General Provision)** 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, the City of Gainesville, Florida 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 the City of Gainesville, Florida 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, the City of Gainesville, Florida, 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.

Non-Construction:

If the Contractor fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then the City, after serving at least ten days' written notice to the Contractor of its intent to terminate and after such default shall continue unremedied for a period of ten days, may terminate the Contract without prejudice to any other rights or remedies it may have under this Contract.

If, after default under this subsection, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against City shall be the same as and limited to those afforded Contractor pursuant to the subsection title TERMINATION FOR CONVENIENCE.

- c. Opportunity to Cure (General Provision)** The City of Gainesville, Florida in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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 City of Gainesville'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 City of Gainesville, Florida setting forth the nature of said breach or default, City of Gainesville, Florida shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Gainesville, Florida from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. Waiver of Remedies for any Breach** In the event that City of Gainesville, Florida elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City of Gainesville, Florida shall not limit City of Gainesville's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts)** The City of Gainesville, Florida, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City of Gainesville, Florida shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

- f. Termination for Default (Supplies and Service)** 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, the City of Gainesville, Florida may terminate this contract for default. The City of Gainesville, Florida 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 or 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 the Recipient.

- g. Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery 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, the City of Gainesville, Florida may terminate this contract for default. The City of Gainesville, Florida shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City of Gainesville, Florida goods, the Contractor shall, upon direction of the City of Gainesville, Florida, protect and preserve the goods until surrendered to the City of Gainesville, Florida or its agent. The Contractor and City of Gainesville, Florida shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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 the City of Gainesville, Florida.

8.12 Government Debarment and Suspension (Nonprocurement) – *If this solicitation or contract is valued at \$25,000 or more:*

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City of Gainesville, Florida. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City of Gainesville, Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.13 Buy America – *If this solicitation or contract exceeds \$100,000 (includes rolling stock and construction):*

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

8.14 Breaches and Dispute Resolution – *If this solicitation or contract exceeds \$100,000:*

Disputes – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the City Manager or designee. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Manager or designee. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager or designee shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by City of Gainesville, Florida, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Gainesville, Florida and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Gainesville, Florida is located.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Gainesville, Florida, the Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

8.15 Lobbying – *If this solicitation or contract is for \$100,000 or more:*

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] – Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

8.16 Clean Air – *If this solicitation or contract exceeds \$100,000, including for indefinite quantities where the amount is expected to exceed \$100,000 in any year:*

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8.17 Clean Water – *If this solicitation or contract is for \$100,000 or more:*

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8.18 Contract Work Hours and Safety Standards Act - *If this solicitation or contract, whether for construction or nonconstruction activities, exceeds \$100,000:*

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any

workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** – The City of Gainesville shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

8.19 Conformance with ITS National Architecture – *If this solicitation or contract is for Intelligent Transportation Systems projects:*

With respect to all Contracts involving the provision of Intelligent Transportation Systems (“ITS”), Contractor agrees to conform to the ITS National Architecture, as promulgated by the United States Department of Transportation, Intelligent Transportation Systems, Joint Program Office.

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____ Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____ Signature _____

Company Name _____

Title _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

DISCLOSURE OF LOBBYING ACTIVITIES
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

(To be submitted by bidder, if applicable, refer to instructions on the next page)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : <p align="center">Congressional District, <i>if known</i>:4c</p>	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: <p align="center">Congressional District, <i>if known</i>:</p>	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known :	9. Award Amount, if known : \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11 Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING DEBARMENT

The prospective contractor certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Gainesville. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Gainesville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Contractor's Authorized Official

Name of Contractor's Authorized Official

Title of Contractor's Authorized Official

Date

CONTRACTOR RESPONSIBILITY CERTIFICATION

The Bidder is required to certify compliance with the following contractor responsibility standards by checking appropriate boxes. For purposes hereof, all relevant time periods are calculated from the date this Certification is executed.

	YES	NO
1. Has the firm been suspended and/or debarred by any federal, state or local government agency or authority in the past three years?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has any officer, director, or principal of the firm been convicted of a felony relating to your business industry?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has the firm defaulted on any project in the past three (3) years?	<input type="checkbox"/>	<input type="checkbox"/>
4. Has the firm had any type of business, contracting or trade license revoked or suspended for cause by any government agency or authority in the past three (3) years?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has the firm been found in violation of any other law relating to its business, including, but not limited to antitrust laws, licensing laws, tax laws, wage or hour laws, environmental or safety laws, by a final unappealed decision of a court or government agency in the past three (3) years, where the result of such adjudicated violation was a payment of a fine, damages or penalty in excess of \$1,000?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the firm been the subject of voluntary or involuntary bankruptcy proceedings at any time in the past three (3) years?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the firm successfully provided similar products or performed similar services in the past three (3) years with a satisfactory record of timely deliveries or on-time performance?	<input type="checkbox"/>	<input type="checkbox"/>
8. Does the firm currently possess all applicable business, contractor and/or trade licenses or other appropriate licenses or certifications required by applicable state or local laws to engage in the sale of products or services?	<input type="checkbox"/>	<input type="checkbox"/>
9. Does the firm have all the necessary experience, technical qualifications and resources, including but not limited to equipment, facilities, personnel and financial resources, to successfully provide the referenced product(s) or perform the referenced service(s), or will obtain same through the use of qualified, responsible subcontractors?	<input type="checkbox"/>	<input type="checkbox"/>
10. Does the firm meet all insurance requirements per applicable law or bid specifications including general liability insurance, workers' compensation insurance, and automobile liability insurance?	<input type="checkbox"/>	<input type="checkbox"/>
11. Firm acknowledges that it must provide appropriate documentation to support this Contractor Responsibility Certification if so requested by the City of Gainesville. The firm also understands that the City of Gainesville may request additional information or documents to evaluate the responsibility of firm. Firm agrees to provide such additional information or supporting documentation for this Certification.	<input type="checkbox"/>	<input type="checkbox"/>

Under the penalty of perjury, the Bidder's authorized representative hereby certifies that all information included in the Contractor Responsibility Certification or otherwise submitted for purposes of determining the Bidder's status as a responsible contractor is true, complete and accurate and that he/she has knowledge and authority to verify the information in this certification or otherwise submitted on behalf of the Bidder by his or her signature below.

Bidder Name: _____

Name/Title of person completing this form: _____

Signature: _____

Date: _____

SUBCONTRACTOR/SUBCONSULTANT LIST and BIDDER STATUS

The Bidder/Proposer shall provide information on ALL prospective subcontractor(s)/subconsultant(s) who submit bids/quotations in support of this solicitation. Use additional sheets as necessary.

IDENTIFY EVERY SUBCONTRACTOR(S)/SUBCONSULTANT(S)	SCOPE OF WORK TO BE PERFORMED	CERTIFIED D/M/WBE FIRM? (Check all that apply)	PERVIOUS YEAR'S ANNUAL GROSS RECEIPT'S	UTILIZING ON THIS PROJECT
NAME: _____ ADDRESS: _____ _____ PHONE: _____ FAX: _____ CONTACT PERSON: _____ _____	SCOPE OF WORK: _____ _____ _____ AGE OF FIRM: _____	YES _____ NO: _____ IF YES, DBE _____ OR MBE _____ OR WBE _____	___ Less than \$500K ___ \$500K-\$2 mil ___ \$2 mil - \$5 mil ___ more than \$5 mil.	YES or NO
NAME: _____ ADDRESS: _____ _____ PHONE: _____ FAX: _____ CONTACT PERSON: _____ _____	SCOPE OF WORK: _____ _____ _____ AGE OF FIRM: _____	YES _____ NO _____ IF YES, DBE _____ OR MBE _____ OR WBE _____	___ Less than \$500K ___ \$500K-\$2 mil ___ \$2 mil - \$5 mil ___ more than \$5 mil.	YES or NO
NAME: _____ ADDRESS: _____ _____ PHONE: _____ FAX: _____ CONTACT PERSON: _____ _____	SCOPE OF WORK: _____ _____ _____ AGE OF FIRM: _____	YES _____ NO _____ IF YES, DBE _____ OR MBE _____ OR WBE _____	___ Less than \$500K ___ \$500K-\$2 mil ___ \$2 mil - \$5 mil ___ more than \$5 mil.	YES Or NO

Check here if use of subcontractor(s)/subconsultant(s) is/are not applicable for this project:

Name of Bidder/Proposer: _____

Name/Title of person completing this form: _____

Is Bidder/Proposer a DBE? ___ Yes ___ No

If No, is Bidder/Proposer a M/WBE? ___ Yes ___ No

Signature: _____

Date: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for the drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder’s Signature

Date

**CITY OF GAINESVILLE
GENERAL GOVERNMENT
PURCHASING DIVISION SURVEY
BID INFORMATION**

BID #: **RTSX-160004-DS**

DUE DATE: **October 1, 2015
@ 3:00 p.m.**

SEALED PROPOSAL ON: **Fixed Route Scheduling Software**

IF YOU DO NOT BID

Please check the appropriate or explain:

- _____ 1. Not enough bid response time.
- _____ 2. Specifications not clear.
- _____ 3. Do not submit bids to Municipalities.
- _____ 4. Current work load does not permit time to bid.
- _____ 5. Delay in payment from Governmental agencies.
- _____ 6. Do not handle this item.
- _____ 7. Other: _____

Company: _____

Address: _____

APPENDIX

Appendix 1. Cost Proposal

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The proposer shall complete *Table 2 Mandatory Component Price Schedule* and *Table 3 Five Year Maintenance and Support Costs*, leaving no field blank. In the case of fields that represent items with no cost associated, or items that shall not be provided by the proposer, the number zero shall be used. The price summary form represents the total cost of the proposer to furnish all labor, materials, and services at the prices as quoted herein, in conformance with all the specifications and contract documents. *Table 2 Mandatory Component Price Schedule* and *Table 3 Five Year Maintenance and Support Costs* will be used as a basis for cost calculations during the project and it is understood that these unit prices will be held firm until final system acceptance.

Table 2 Mandatory Component Price Schedule

Item	Description	Estimated Quantity	Unit Cost	Hours and Hourly Rates	Total Cost	Reoccurring Cost (Y/N)?
<i>Software</i> – the cost of the software and the appropriate number of user licenses offered in the price must be stated by the proposer. It is the responsibility of the proposer to understand RTS operations in sufficient detail to determine the number of user licenses required to run the solution in the RTS environment.						
1	Database software					
2	TSS software license					
<i>Services (supply & installation)</i> – all costs associated with the full installation and implementation of the system (inclusive of cable and wiring and system design). Supplemental costs associated with user assessment, installation, database conversion, etc., must be detailed if separate and not included in the software price above.						
1	Desktop computers					
2	Servers					
<i>Data Acquisition and Conversion Costs</i> – if the proposer must acquire databases, street maps, or other items necessary to support installation, these costs shall be identified here. It shall also include existing schedule data conversion and import into new system.						
1	[insert item]					
<i>Related Third Party Software Costs</i> – all other software necessary to operate the TSS systems or to support maintenance of the system recommended by the proposer shall be identified. All such products shall be purchased by the proposer and licensed to RTS.						
1	Interface with RTS APC units (consumable schedule export)					
2	Interface with TIS (consumable schedule export)					
3	Interface with RTS’s existing Operations software solution (provide and consume information).					
<i>Training</i> – if training costs are not included in the software purchase or licensing costs, proposals must identify all costs associated with all required training.						
1	Software functionality					
2	System administration					
<i>Documentation</i> – if documentation costs are separate and not included they must be identified below						
1	User					
2	System					
4	Configuration and troubleshooting					
<i>Testing</i> – if testing costs are not included in the software purchase or licensing costs, proposals must identify all costs associated with all required testing.						
1	[insert item]					
<i>Maintenance and Support</i> – Transfer information from <i>Table 3 Five Year Maintenance and Support Costs</i>						
1	TSS software					
2	TSS hardware					
<i>Life Cycle Replacement Projection</i> – 10-year budget outlook with replacement costs and lifecycle of products.						
2	[insert item]					

Appendix 1. Cost Proposal

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Other Costs – any other cost not identified above shall be identified and indicated by the proposer. This includes an itemized list of spare parts.

1	[insert item]					
TSS Cost						

Table 3 Five Year Maintenance and Support Costs

RTS is under no obligation to enter into an annual maintenance and support contract with the proposer.

Five Year Maintenance and Support – one year maintenance and technical support price shall be included (no charge [N/C]). Identify all ongoing costs related to maintenance and support.						
	Year 1	Year 2	Year 3	Year 4	Year 5	
<i>Hardware</i>						
[insert item]	N/C					
<i>Software</i>						
[insert item]	N/C					
Software Maintenance Costs						
Hardware Maintenance Costs						
Total Maintenance Costs						

Appendix 2. Optional Component Cost Summary

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Table 4 Future Price Schedule

Item	Cost
[insert item]	

The inclusion of other component costs not within immediate scope serves is for informational purposes only and does not obligate RTS to include such components. RTS may at its sole discretion request that some of these components be included as part of a formalized agreement if it deems there is a benefit and funding available to do so.

Appendix 3. Requirements of Operations Software (OPTIONAL COMPONENT)

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Table 5 Operations Software Functional Requirements

Item #	Operations System Functional Requirements	Meet Requirement “Out of the Box”? (Yes/No)	Comments/ Explanation of Functionality
1. General			
1.1.	As applicable, software shall meet the same requirements for the TSS solution as documented in sections 1, 2, 3, 4, 5, 6, 7, 8, 10, and 11 of <i>Table 1 TSS Functional Requirements</i> .		
1.2.	The system will import all information stored in RTS’s existing Operations software solution provided by Fleet-Net.		
2. Data Integration, Import, and Export			
2.1.	Interface to/from AVL system for real-time data exchange of work and vehicle assignments and to perform extra pay validation (i.e., late pull-in, logoff).		
2.2.	Interface to/from payroll/HR system/sign-in-terminal for all actions associated with hours worked, employee accrual balances, and pay codes along with employee demographic information.		
2.3.	Interface with the TSS solution.		
2.4.	The system shall contain and allow updating of employee records that include, but are not limited to: qualifications, seniority, hire date, license number and expiration date, birth date, address, email, and telephone number(s), emergency contact, etc.		
2.5.	Access to employee data must be controlled with system’s built-in security features to allow confidential information to be accessed only by authorized users.		
2.6.	Ability to provide appropriate tools to export and import data that includes, but is not limited to: employee records, absences, vacations, etc.		
3. Regular Bid Process			
3.1.	The system must be able to accommodate current and future labor agreement work rules, and practices.		
3.2.	The system shall verify work rules and practices specified by the labor agreement are met throughout the bidding process.		
3.3.	The system shall enable RTS to define the entire bid process with all phases and the bid schedule for all operating personnel (i.e., bidding timetable identifying a specific bid time for each active employee participating in the bid).		
3.4.	The system shall allow bidding for rosters by garage/division location and/or system-wide specific.		
3.5.	The system shall allow for cafeteria style picking and pre-built roster position picking.		
3.6.	The system can handle different types of operators (5-day or 4-day rosters, part-timers, etc.) for either cafeteria or roster position picking.		
3.7.	Ability to make work force calculation/utilization report.		

Appendix 3. Requirements of Operations Software (OPTIONAL COMPONENT)

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Item #	Operations System Functional Requirements	Meet Requirement "Out of the Box"? (Yes/No)	Comments/ Explanation of Functionality
3.8.	Validate driver choices to determine whether each driver meets minimum rest time requirements between runs.		
3.9.	Ability to allow only the system administrator to input system parameters for setting the number of full-time extraboard and part-time operators.		
3.10.	The system shall restrict operators to picking assignments based on eligibility criteria as per labor agreement and validate driver choices to determine whether each driver meets requirements of min./max. assigned work load and has been trained for the selected type of service.		
3.11.	The system must be able to show the pay details and work times of the work that can be bid.		
3.12.	The system shall allow operating personnel to choose work based on a selection of criteria. The criteria would then restrict the view of open work viewed by the operating personnel. Operating personnel could deselect the criteria to view all work available to be picked.		
3.13.	The system shall assign the work picked by operating personnel at the time the work is selected and disallow that work from being available to any further picking.		
3.14.	The system shall allow the user to validate the work left to be picked, by day, by garage/division to the numbers of operators left to pick work assignments.		
3.15.	The system shall warn users at a point in the bidding process when work combinations (split runs) violate the fatigue rules under the provision of labor agreement or regulations.		
3.16.	The regular run selection process applies to run selection for holidays and special service days.		
3.17.	The system shall accommodate a separate set of schedules for run selection of holidays and special service days.		
3.18.	The system shall allow designated trippers to be picked for the duration of the bidding cycle as overtime assignments consistent with the operator's regular picked work and as per labor agreement.		
3.19.	The system shall be able to limit the number of trippers that can be picked by the operator per day.		
3.20.	The system shall provide a report of picked work to each operator.		
3.21.	The system shall support roll-back functions.		
3.22.	The system shall contain automation such that the regular roster position bidding and the vacation replacement bidding can be processed automatically, according to the labor agreement rules.		
3.23.	The system shall allow the operators to bid for their roster position (submit their pick choices) through the web, and see their picked work with notification.		
3.24.	The system shall allow the vacation replacement operators to bid for their work weeks (submit their pick choices) through the web, and see their picked work with notification.		
3.25.	The system shall allow seniority "bumps" to enable operating personnel to change their work assignment in the event that their picked work assignment has changed.		

Appendix 3. Requirements of Operations Software (OPTIONAL COMPONENT)

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Item #	Operations System Functional Requirements	Meet Requirement "Out of the Box"? (Yes/No)	Comments/ Explanation of Functionality
3.26.	The system must be able to print a confirmation slip with the work and absences that were successfully bid.		
3.27.	The system must be able to support the modification of employee bid assignments to accommodate employees who cease employment with RTS or graduate from training and need a bid assignment until the next bid occurs.		
3.28.	The system must support the temporary holding-down of work when the bid employee is not available for a qualifying period.		
3.29.	The system must be able to recalculate the seniority ranking after importing new employee information or on demand.		
4. Vacation Bid			
4.1.	The system shall verify all work rules and practices specified by the labor agreement are met throughout the vacation bidding process.		
4.2.	The system shall allow specifying the number of vacation weeks or days offered for bidding, based on system parameters for the number of operating personnel picking per day throughout the vacation bid by location.		
4.3.	The system shall allow specific system parameters for both part-time and fulltime operating personnel.		
4.4.	The system shall make the following information available to the operating personnel: employee name, ID number, seniority date, vacation days available, days carried from previous year.		
4.5.	The system must display available quotas when the absence bid is entered and, if a quota has been exhausted, prevent the employee from selecting the period.		
4.6.	The system shall interface from the HR system the vacation quotas and balances for each operating personnel.		
4.7.	The system shall allow defining the week of vacation (example: beginning on Saturday and ending the next Friday, less scheduled days off).		
4.8.	The system shall allow vacation to be selected purely by seniority (work or vacation order).		
4.9.	The system shall permit operating personnel who return to active service, at any time in the year, to select vacation if not already done so, according to what unselected weeks are left in the system.		
4.10.	The system shall provide a report of vacation assignments to each operator.		
4.11.	The system shall contain automation such that the vacation bidding can be processed automatically, according to the labor agreement rules.		
4.12.	The system shall allow the operators to bid through the web, and see their assigned vacations with notification.		
4.13.	The system must be able to support the configuration of a stand-alone absence bid or an absence bid that is conducted at the same time as a work bid.		
5. Mark-ups / Daily Schedule Preparation			
5.1.	The system shall provide the ability to generate and view daily schedules for every day specified within a		

Appendix 3. Requirements of Operations Software (OPTIONAL COMPONENT)

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Item #	Operations System Functional Requirements	Meet Requirement "Out of the Box"? (Yes/No)	Comments/ Explanation of Functionality
	desired day range (example: complete booking, next 2 weeks, etc.). This includes preparing for the next operational day which will consider all work that will be operated, assign the bid employee, open work due to absences and work rule violations, and prepare the day's extraboard and overtime volunteer lists.		
5.2.	The system shall provide the ability to maintain and apply different effective schedules on different specified dates.		
5.3.	Ability to manage daily operations not only for the planned regular service schedules, but also schedules for special events with minimum or no manual manipulation.		
5.4.	The system shall provide capability of updating daily schedules for specified dates.		
5.5.	The system shall provide a graphical /calendar representation of work days.		
5.6.	The system shall provide the capability to define absence types with corresponding absence codes.		
5.7.	The system shall provide tools for the system administrator to define absence quotas per type of absence. The quota is to be defined over flexible day range (example: per day, per week, per month, per year, per rolling 26 weeks, etc.). The quotas must be able to be defined for a range of dates allowing different quota values for each week/day.		
5.8.	The system shall provide tools to define different absence quotas for specific employees.		
5.9.	The system will warn the user if assigning an absence to operating personnel exceeds the corresponding quota.		
5.10.	The system must be able to accept absence requests and have them processed (granted/denied) by a dispatcher or a supervisor.		
5.11.	The system shall provide tools for the system administrator to define special temporary work patterns and apply them to specific employees over a specified date range (example: progressive return after long-term sick leave).		
6. Extraboard/Open Work Assignment Process			
6.1.	The system shall verify all work rules and practices specified by the labor agreement are met throughout the process.		
6.2.	The system shall maintain paid and unpaid time off balances and update them through an interface with the HR system. And shall be used to verify whether time-off can be granted to an employee or not.		
6.3.	The system shall allow operators to create a personal profile noting preferred OT assignments, days off, known routes, and other variables.		
6.4.	The system shall control the number of open "slots" for day off requests using paid or unpaid absence codes by day of week.		
6.5.	The system administrator can control and modify the number of slots available for a single day.		
6.6.	The daily listing of open work shall be ordered as required by labor agreement and its order shall be modifiable by the system administrator.		

Appendix 3. Requirements of Operations Software (OPTIONAL COMPONENT)

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Item #	Operations System Functional Requirements	Meet Requirement "Out of the Box"? (Yes/No)	Comments/ Explanation of Functionality
6.7.	The system shall create lists of extraboard operators ordered in a manner consistent with the labor agreement and work practice.		
6.8.	The system shall provide the ability to divide a run or tripper into various segments determined by the user and assign to the extraboard operators as regular time or overtime.		
6.9.	The system shall validate that any subdivided run or tripper is consistent with the labor agreement and work practice.		
6.10.	The system shall automatically assign open full runs to extraboard operators ordered in a manner consistent with the labor agreement and practice and with regard to the daily rotation of the extraboard.		
6.11.	The system shall automatically "Call" assignments with specific start times throughout the day as part of the daily extraboard assignments, in a manner consistent with the labor agreement and practice and with regard to the daily rotation of the Extraboard. This process shall also allow manual intervention.		
6.12.	The system shall allow extraboard operators to be scheduled on weekly hold-downs when replacing an operator for a full week's absence.		
6.13.	The system shall allow automation of the hold-down bidding process according to labor agreement rules.		
6.14.	The system shall allow users to move extraboard operators between the a.m. and p.m. extraboard as necessary.		
6.15.	The system shall allow changes to the operator bid to be made one week at a time or from a point in time to the end of the current bid.		
6.16.	The system shall determine the number of runs and trippers remaining after all available extraboard operators are assigned.		
6.17.	The system shall be possible for the remaining runs and trippers to be assigned in a manner that is consistent with the labor agreement and practice.		
6.18.	The system shall determine the number of remaining extraboard operators after all available runs and trippers are assigned.		
6.19.	The system shall allow the remaining extraboard operators to be assigned in a manner that is consistent with the labor agreement and practice.		
6.20.	The system shall allow proper absence codes to be used when un-assigning regular run or tripper operators from picked work.		
6.21.	The system shall allow extraboard operators to be unassigned from any work assigned during the mark up process without a formal absence code up to a specified time each day to be determined.		
6.22.	The system shall allow that any work formerly assigned would revert to the open work set.		
6.23.	The extraboard operator would revert to being available for work assignments.		
6.24.	The system must be able to optimize open and unassigned work into efficient work combinations in order to minimize overtime, unproductive time, and spread penalties in compliance with labor agreement.		
6.25.	The system must allow for a centralized markup of the extraboard assignments.		

Appendix 3. Requirements of Operations Software (OPTIONAL COMPONENT)

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Item #	Operations System Functional Requirements	Meet Requirement “Out of the Box”? (Yes/No)	Comments/ Explanation of Functionality
6.26.	The system shall provide an ongoing summary in real-time of all unassigned work to be covered.		
6.27.	The system shall provide the user with total daily hours scheduled, the hours at overtime, the hours at regular time, any hours cancelled, and any hours left to be assigned.		
6.28.	The system shall allow users to “drill down” on any indicator to see the specifics of work left to be assigned and work that is canceled.		
6.29.	The system shall provide summary statistics by location and/or at the system-level.		
6.30.	The system shall allow the option to disallow operators to work overtime in excess of the maximum number of hours prescribed, less time allowed for recovery on any run or tripper for any given day.		
6.31.	The maximum number of hours prescribed shall be controlled by the system administrator.		
6.32.	The system shall allow the assignment of overtime and be consistent with the labor agreement and practice with regard to the rotation of overtime.		
6.33.	The system shall generate lists of operators on their day off and include, when possible, those operators’ overtime preferences according to the operator’s profile on record.		
6.34.	The system shall match operators that have not signed up for overtime, but are available for overtime according to their picked work schedule with work that is unfilled and available for overtime.		
6.35.	The system shall provide the ability to assign work to operators on modified run or other special situations and track their assignments.		
6.36.	The system shall allow scheduled work to be modified or canceled with a reason code and explanation. Canceled work must be shared with trip planning software (if implemented) so no itineraries are generated using cancelled trip information.		
6.37.	The system shall allow an employee to be transferred from one division to another.		
6.38.	The system shall manage work exchange requests between operators.		
6.39.	The system shall allow to automatically generate a file that can be used by an Interactive Voice Response (IVR) for telephonic query concerning an individual’s next day work assignment		
7. Dispatch and Pay			
7.1.	The system shall display all work runs with their assigned operator for the day. The work can be viewed in a calendar and table view.		
7.2.	The system shall display unassigned work assignments.		
7.3.	The system shall manage weekly and daily changes to planned rosters.		
7.4.	The system shall display absent drivers.		

Appendix 3. Requirements of Operations Software (OPTIONAL COMPONENT)

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Item #	Operations System Functional Requirements	Meet Requirement "Out of the Box"? (Yes/No)	Comments/ Explanation of Functionality
7.5.	The system will support the modification of work times.		
7.6.	The system shall display all extraboard and standby operators for the day, with their status (off, vacations, etc.).		
7.7.	The system shall allow the clerk to view who must sign-on in the next time interval (time interval to be configurable) with their expected report time.		
7.8.	The system shall interface with an existing sign-on device so the system gets the information of who signs on (and when) as it happens.		
7.9.	The system shall show in real-time the work that has been completed and the work that still needs to be completed.		
7.10.	The system shall allow the clerk to sign-on/off an operator directly.		
7.11.	The system will provide a printed receipt confirming a successful sign-on/sign-off operation.		
7.12.	The system will support the generation of employee messages; some of which may restrict the automated sign-on/sign-off processes.		
7.13.	The system shall provide a sign-on web panel to be available on RTS' computers or devices in each garage /division.		
7.14.	The system will provide the ability to perform sign-on/sign-off functions by the employee who will identify themselves to the system using an electronic ID card or employee number and PIN (personal identification number).		
7.15.	The system must notify the clerk if an operator is late for sign-on through visual and audible cues.		
7.16.	The system shall support the assignment and un-assignment of work and allow the clerk to reassign work to another operator (regular, extraboard, standby) if the originally assigned operator is late for sign-on or is unable to complete their assigned run. Employee availability, qualifications, and work assignment rules will be considered during these processes. These assignment/un-assignment activities must be logged in the database.		
7.17.	The system shall alter any work if any labor agreement rule is not respected when reassigning work runs.		
7.18.	If an operator is unavailable for work, the system must allow the dispatcher to record a reason (sick, injury, etc.) and an expected return date.		
7.19.	The system must allow the clerk to create ad-hoc work such as (but not limited to): trippers, shuttle, utility, relay, coach move, or exchange.		
7.20.	The system must be able to allow service adjustments and schedule changes for individual time points and stops due to detours, etc.		
7.21.	The system shall provide a monitoring function displaying all active work runs with their start and end times and assigned operator.		

Appendix 3. Requirements of Operations Software (OPTIONAL COMPONENT)

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Item #	Operations System Functional Requirements	Meet Requirement "Out of the Box"? (Yes/No)	Comments/ Explanation of Functionality
7.22.	The system shall provide a sign-out web panel to be available on RTS' computers or devices in each garage/division.		
7.23.	The system shall provide the ability for the operators signing out to log delays/overtime.		
7.24.	The system will provide detour notification for the dispatcher and the employee.		
7.25.	The system will be able to apply filters to the daily work to show only certain types of work, show open work only, or show assignment exceptions only.		
7.26.	The system must be able to receive driver and vehicle modifications resulting from plug buses and other assignment changes from the AVL system.		
7.27.	The system must be able to receive real-time updates of driver and vehicle incidents from the AVL system.		
8. Daily/Weekly Timekeeping			
8.1.	The system shall verify all work rules and practices specified in the labor agreement are met throughout the timekeeping process.		
8.2.	They system shall provide for each user up-to-date information on hours worked, vacation, sick leave, etc.		
8.3.	Track work performed other than scheduled assignments (i.e. relief supervisor/dispatcher).		
8.4.	The system must be able to consider the employee activities (work assignments, absences, additional pay) and apply the necessary rules to generate timekeeping transactions that reflect RTS documented timekeeping policies.		
8.5.	The system must be able to generate hours, pay rate, and dollars for each timekeeping transaction.		
8.6.	The system must be able to track paid hours (actual work times) by operator in a manner consistent with the labor agreement and practice for both part-time and full-time operating personnel, including but not limited to platform time at straight pay, platform time at overtime pay, report time, spread time, allowed time (make up time to daily/weekly guarantee), and excess time (exceeding run pay for late pull-ins, traffic, etc.). Absence code pay hours must be paid in compliance with the labor agreement and practice, including but not limited to sick leave pay, training pay, other special pay or non-platform pay hours, and vacation leave pay (single day or weekly). Extraboard operator pay hours include call time hours or other non-platform assignment hours and run and tripper platform time segments.		
8.7.	The system shall be able to report all platform time scheduled and worked.		
8.8.	The system must be able to perform labor account distributions for each timekeeping transaction.		
8.9.	The system must be able to track and report unpaid time by operator in a manner consistent with the labor agreement and practice for both part-time and full-time operating personnel.		

Appendix 3. Requirements of Operations Software (OPTIONAL COMPONENT)

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Item #	Operations System Functional Requirements	Meet Requirement “Out of the Box”? (Yes/No)	Comments/ Explanation of Functionality
8.10.	The system must be able to track and report when an assigned run is reassigned to another operator: time worked by replacement operator, time when regular operator resumed run, and reason for reassignment.		
8.11.	The system must be able to track and code extra service hours by operating personnel, created inside or outside the scheduling system for special events, charters, etc.		
8.12.	The system must be able to accumulate actual pay hours, by operator, by day for those operators with a daily guarantee and by week for those operators with a weekly guarantee.		
8.13.	The system must automatically process actual pay hours and transmit actual pay hours to the payroll system for gross to net payroll processing.		
8.14.	The system must incorporate RTS's existing accounting structures with applicable pay rules and pay codes.		
8.15.	The system must be able to post and export timekeeping transactions in accordance with RTS payroll system's import specification.		
8.16.	The system shall allow a day to be “closed” according to the applicable procedures.		
8.17.	The system must be able to provide an audit trail of each timekeeping transaction that has been modified or added.		
8.18.	The system must have the ability to generate and print payroll audit reports.		
9. Reporting			
9.1.	Ability to generate discrepancy report that shows scheduled run data versus actual run data on a daily basis.		
9.2.	Define, track, and display employee statistics including hours worked, overtime, days off, etc.		
9.3.	Ability to generate overtime discrepancy comparison report that shows the picked work time and the actual work time on a daily basis.		
9.4.	Ability to generate incident/accident reports that also contain the type of incident/accident.		
9.5.	The system must be able to report to management in real time each day's work product. The work product consists of the distribution and cost of open or unassigned runs and trippers. The amount of daily overtime, call-time, and other unproductive time.		
9.6.	The system must provide inquiry tools that display operational characteristics/statistics including: absences, accidents, incidents, extraboard utilization, overtime utilization, and missed service.		
9.7.	The system shall provide operator utilization statistics and reports by user-defined parameters as well as ad hoc utilization reports.		
9.8.	The system shall have the ability to report part-time operator productivity (can be based on a maximum number of weekly assignments) for daily, weekly, monthly or other periods as requested.		
9.9.	Data used to report utilization statistics and reports shall be able to be downloaded in the form of an XML file, comma delimited, Crystal Report, spreadsheet, or in tab delimited formats.		
9.10.	The system must produce system statistics at the following levels: service type, garage and system, vehicle		

Appendix 3. Requirements of Operations Software (OPTIONAL COMPONENT)

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Item #	Operations System Functional Requirements	Meet Requirement "Out of the Box"? (Yes/No)	Comments/ Explanation of Functionality
	block, run and trips within runs, and tripper and trips with trippers.		
9.11.	The system must be able to report the discrepancy between schedule and actual vehicle mileage and hours based on division, line or block level.		
9.12.	The system must be able to interface with vehicle maintenance/AVL applications for tracking actual vehicle miles by vehicle.		
10. Operator Service Web Kiosk			
10.1.	The system shall provide kiosk module for the operators to have access to their day assignment, manifest, driver paddle.		
10.2.	The kiosk shall be a web application, to be run on RTS's computers at garage /division dispatch rooms.		
10.3.	Employees using the web portal must validate themselves using an electronic ID card or by entering their employee number and PIN.		
10.4.	The access to the web module must be secured with username and password.		
10.5.	It shall be possible for each operator to change his/her password.		
10.6.	The system shall allow the operators to request an absence or a vacation for desired date(s).		
10.7.	The system shall display the number of daily available day off quotas and daily vacation quotas.		
10.8.	The system shall allow the operators to specify their overtime availability, specified as the range(s) of dates and day(s) of the week when available for overtime.		
10.9.	The system shall allow the operators to specify general work preferences per day of week for desired type of work (example: earliest start or finish, latest start or finish, shortest, highest pay). The system must prevent employees from changing their choices after their designated bidding deadline.		
10.10.	The system shall allow the operators to view the status of all work (pieces) for a given day (unassigned, late, etc.)		
10.11.	The system shall allow the operators to specify desired specific choices for daily open work pieces for a given day.		
10.12.	The system shall allow the operators to enter delays for operated work.		
10.13.	The system shall be able to capture a vehicle service request.		
11. Daily Operation Metrics			
11.1.	The system shall provide a web page displaying live operational metrics.		
11.2.	This display shall be configurable so the user can select which metrics to view.		
12. Vehicle Assignment			

Appendix 3. Requirements of Operations Software (OPTIONAL COMPONENT)

#150723B

Item #	Operations System Functional Requirements	Meet Requirement "Out of the Box"? (Yes/No)	Comments/ Explanation of Functionality
12.1.	The system shall provide the ability to import the vehicle availability.		
12.2.	The system shall provide a display of vehicle locations within the division.		
12.3.	The system must be able to receive real-time updates for vehicle availability.		
12.4.	The system must support the definition of a parking map by day of week and time of day.		
12.5.	The system must support the definition of pull-out sequences and parking restrictions within the parking map.		
12.6.	The system shall display the vehicle already assigned to the work runs and the available unassigned vehicles, by types (wheel chair lift, articulated bus, bike rack, etc.), as well as vehicles that are not available due to maintenance activities.		
12.7.	The system shall allow a garage/division personnel to assign a vehicle to a work run, or to change the vehicle if already assigned while taking into consideration the required vehicle characteristics and availability.		
12.8.	If there is an accident/mechanical issue, the system shall allow the supervisor to introduce a vehicle change and, if necessary, manage related replacement trips accordingly (e.g., a standby operator drives the new vehicle to the accident location and brings the damaged one back to the depot).		
12.9.	The system must provide tools that can identify a shortage of available vehicles.		
12.10.	The system must be able to natively provide daily and scheduled vehicle requirements to the fleet management solution.		
12.11.	The system must provide tools to split/un-split blocks and perform vehicle change-outs.		
13. Employee Performance Management			
13.1.	The system shall provide a function to monitor employee performance based on RTS's rules and practices.		
13.2.	The system must be able to allow viewing of an employee's timekeeping transactions, work assignments, messages, allowance history, and absences.		
13.3.	The system must be able to show a consolidated view of an employee's employment history including: vehicle assignment history, employee certifications, and qualifications and equipment issues.		
13.4.	The system shall allow defining of performance rules and indicators in the system. Such rules can be (but not limited to): · Warning after a defined number of absences of a specific type (example: 5 late absences) within a user-specified period (year, days, rolling days, etc.), discipline meeting after a number of warnings (example: 2), award certificate if defined period of time without incident, extra vacation day(s) after a number of days without incident.		
13.5.	The system must be able to support point-based, hours-based, and occurrence-based step discipline. This		

Appendix 3. Requirements of Operations Software (OPTIONAL COMPONENT)

#150723B

Item #	Operations System Functional Requirements	Meet Requirement "Out of the Box"? (Yes/No)	Comments/ Explanation of Functionality
	feature must incorporate step discipline rules and recommend the appropriate administrative action.		
13.6.	The system shall keep track of the operators' performance according to the defined indicators, and provide messages when performance conditions are triggered.		
13.7.	The system must provide tools to support safe driving programs.		
13.8.	The system must provide tools to support perfect/good attendance incentive programs.		
13.9.	The system must provide tools that support the tracking of absences based on days, occurrences, and patterns.		
13.10.	The system must provide tools that support the tracking of late sign ins and sign outs based on days, occurrences, and patterns.		
13.11.	The system shall allow RTS to generate and print employee performance reports.		
13.12.	The system shall allow the attachment of files, such as scanned documents, to employee's performance record.		
13.13.	The system shall have a method to incorporate historical performance data into employee's record.		

Appendix 4. Reference Questionnaire

#150723B

Mail or e-mail this form to your references. Three are required. RTS will not be an acceptable reference, nor will any member of the proposer's organization.

References must be legibly written or typed.

Proposer Company: _____ Date: _____

Reference Company: _____ Phone: _____

Contact Name: _____

Title: _____

1. Are you the primary person responsible for contract administration with the proposing company? (yes/no)
2. What was the nature of the project you contracted with the proposing company for? _____

3. When did your contract with the proposing company begin and end? (If not ended, when will it end?) _____

4. What was the approximate annual cost of the proposing company's contract with you? _____

5. Please rate the quality of the proposing company's overall service. (Excellent, Good, Fair, Poor)
6. How well did the proposing company meet your stated goals? (Very Well, Well, Poorly)
7. How would you rate the response time of the proposing company to your calls or emails? (Excellent, Good, Fair, Poor)
8. Were the proposing company communications with you clear and concise? (Always, Usually, Sometimes, Never)
9. Were the milestones identified for the project schedule consistently met? (Always, Usually, Sometimes, Never)
10. Did the proposing company keep you informed of problems that would affect a timely and satisfactory outcome of your project? (Always, Usually, Sometimes, Never)
11. Was the team originally assigned to your project (including project manager) maintained for the duration of your project? (Yes/No)
12. Have you ever had to request that any of the proposing company's team be replaced? (Yes/No)
13. Did you experience any problems with the accuracy of the proposing company's billing? (Yes/No)
14. Have the problems you experienced with the proposing company been dealt with to your satisfaction? (No Problem, Always, Usually, Sometimes, Never)
15. From the beginning of your first contract with the proposing company, how long did it take for you to receive benefits from the proposing company's efforts on your behalf? (One Year, Two Years, Over Two Years)
16. What would you do differently next time you undertake a similar contract? _____

17. Explain why you would or would not do business with the proposing company again. _____

Table 6 Vehicle Inventory

Vehicle Number	Make Model	Year
315	GILLIG 40' PHANTOM	1997
316	GILLIG 40' PHANTOM	1997
317	GILLIG 40' PHANTOM	1997
318	GILLIG 40' PHANTOM	1997
319	GILLIG 40' PHANTOM	1997
320	GILLIG 40' PHANTOM	1997
321	GILLIG 40' PHANTOM	1997
322	GILLIG 40' PHANTOM	1997
330	GILLIG 40' PHANTOM	1997
4	2000 GILLIG LF 40'	2000
19	GILLIG LF 35'	2000
102	GILLIG LF 35'	2001
105	GILLIG LF 35'	2001
107	GILLIG LF 35'	2001
108	GILLIG LF 35'	2001
110	GILLIG LF 35'	2001
111	GILLIG LF 35'	2001
116	GILLIG LF 35'	2001
117	GILLIG LF 35'	2001
120	GILLIG LF 35'	2001
501	NOVA 2512	2001
502	NOVA 2514	2001
503	NOVA 2507	2001
504	NOVA 2515	2001
505	NOVA 2516	2001
506	NOVA 2517	2001
507	NOVA 2511	2001
508	NOVA 2513	2001
509	NOVA 2510	2001
510	NOVA 2518	2001
511	NOVA 2519	2001
512	NOVA 2505	2001
513	NOVA 2520	2001
514	NOVA 2521	2001
515	NOVA 2522	2001
540	GILLIG PHANTOM	2001
541	GILLIG PHANTOM	2001
542	GILLIG PHANTOM	2001
543	GILLIG PHANTOM	2001
544	GILLIG PHANTOM	2001
545	GILLIG PHANTOM	2001
546	GILLIG PHANTOM	2001

Appendix 5. Vehicle Inventory

#150723B

Vehicle Number	Make Model	Year
547	GILLIG PHANTOM	2001
548	GILLIG PHANTOM	2001
549	GILLIG PHANTOM	2001
550	GILLIG PHANTOM	2001
551	GILLIG 2001/2494	2001
552	GILLIG/2001/2526	2001
553	GILLIG/2001/2527	2001
554	GILLIG/2001/2528	2001
555	GILLIG/2001/2529	2001
556	GILLIG/2001/2530	2001
557	GILLIG/2001 2544	2001
558	GILLIG/2001 2545	2001
2502	PHANTOM GILLIG 40'	2002
2504	PHANTOM GILLIG 40'	2002
2507	PHANTOM GILLIG 40'	2002
2509	PHANTOM GILLIG 40'	2002
2512	PHANTOM GILLIG 40'	2002
2517	PHANTOM GILLIG 40'	2002
559	GILLIG C29D096N4	2004
560	GILLIG C29D096N4	2004
561	GILLIG C29D096N4	2004
2520	PHANTOM GILLIG 40'	2004
2533	PHANTOM GILLIG 40'	2004
2538	PHANTOM GILLIG 40'	2004
562	GILLIG C29D096N4	2005
563	GILLIG C29D096N4	2005
564	GILLIG C29D096N4	2005
565	GILLIG C29D096N4	2005
566	GILLIG C29D097N4	2005
567	GILLIG C29ND096N4	2005
568	GILLIG C29D102N4	2005
569	GILLIG PHANTOM	2006
570	GILLIG PHANTOM	2006
571	GILLIG PHANTOM	2006
572	GILLIG PHANTOM	2006
573	GILLIG C29D102N4	2007
574	GILLIG C29D102N4	2007
575	GILLIG C29D102N4	2007
576	GILLIG C29D102N4	2007
577	GILLIG C29D102N4	2007
701	GILLIG 40' LOW FLOOR	2007
702	GILLIG 40' LOW FLOOR	2007
703	GILLIG 40' LOW FLOOR	2007

Appendix 5. Vehicle Inventory

#150723B

Vehicle Number	Make Model	Year
704	GILLIG 40' LOW FLOOR	2007
705	GILLIG 40' LOW FLOOR	2007
706	GILLIG 40' LOW FLOOR	2007
707	GILLIG 40' LOW FLOOR	2007
708	GILLIG 40' LOW FLOOR	2007
709	GILLIG 40' LOW FLOOR	2007
710	GILLIG 40' LOW FLOOR	2007
711	GILLIG 40' LOW FLOOR	2007
712	GILLIG 40' LOW FLOOR	2007
801	GILLIG LOWFLOOR	2009
802	GILLIG LOWFLOOR	2009
803	GILLIG LOWFLOOR	2009
804	GILLIG LOWFLOOR	2009
1001	G27D102N4 GILLIG	2010
1002	G27D102N4 GILLIG	2010
1003	G27D102N4 GILLIG	2010
1004	G27D102N4 GILLIG	2010
1005	G27D102N4 GILLIG	2010
1006	G27D102N4 GILLIG	2010
1007	G27D102N4 GILLIG	2010
1008	G27D102N4 GILLIG	2010
1009	G27D102N4 GILLIG	2010
1010	G27D102N4 GILLIG	2010
1011	G27D102N4 GILLIG	2010
1012	G27D102N4 GILLIG	2010
1013	G27D102N4 GILLIG	2010
1014	G27D102N4 GILLIG	2010
1015	G27D102N4 GILLIG	2010
1016	G27D102N4 GILLIG	2010
1017	G27D102N4 GILLIG	2010
1101	G27D102N4 GILLIG	2011
1102	G27D102N4 GILLIG	2011
1103	G27D102N4 GILLIG	2011
1104	G27D102N4 GILLIG	2011
1105	G27D102N4 GILLIG	2011
1106	G27D102N4 GILLIG	2011
1200	12 GILLIG HYBRID LF	2012
1201	12 GILLIG HYBRID LF	2012
1202	12' GILLIG LOWFLOOR	2012
1203	12' GILLIG LOWFLOOR	2012
1204	12' GILLIG LOWFLOOR	2012
1205	12' GILLIG LOWFLOOR	2012
1206	12' GILLIG LOWFLOOR	2012

Appendix 5. Vehicle Inventory

#150723B

Vehicle Number	Make Model	Year
1207	12' GILLIG LOWFLOOR	2012
1300	13 GILLIG HYBRID LF	2013
1301	13 GILLIG HYBRID LF	2013
1302	13 GILLIG HYBRID LF	2013
1401	2014 LOWFLOOR GILLIG	2014
1402	2014 LOWFLOOR GILLIG	2014
1403	2014 LOWFLOOR GILLIG	2014
1501	2015 LOWFLOOR GILLIG	2015
1502	2015 LOWFLOOR GILLIG	2015

These technical requirements are the minimums that a vendor system should adhere to in order for compatible integration into the GRU computing environment.

These specifications are most useful for inclusion in a Procurement document like an RFI, RFQ, RFP, ITN or other such purchasing vehicle.

- Servers & Storage
 - Servers must be supportable as virtual machines running under VMWare vSphere 5.x
 - Storage must be able to be located on a Fiber Channel SAN
 - Exception: Dedicated server and/or storage hardware will only be acceptable in situations that GRU IT agrees with the justification for such
- Operating Systems
 - Windows 2008 R2 SE or EE 64-bit for servers
 - Windows 7 Professional 32 or 64 bit for desktop and laptops
 - Handhelds - Microsoft Windows CE 6.0 or Windows Embedded Handheld 6.5
 - Tablets - with Windows 7 Professional - 32 or 64 bit
 - Smartphones - Apple IOS, Droid or Windows
- Database Systems
 - Microsoft SQL Server 2008 R2 (v10.5) or later. Running databases in backward compatibility mode is discouraged.
 - GRU no longer supports Oracle as a database platform for new or upgraded systems.
 - Vendor supports the MS-SQL database platform running as a 64-bit guest VM under VMWare vSphere.
 - Database(s) can be hosted on a centralized SQL Server at GRU's discretion, i.e., product does not require its own dedicated instance of SQL Server.
 - GRU will host SQL Server instances according to business requirements for performance, security, HA and B&R.
 - Client endpoints do NOT require the use of the Named Pipes protocol.
 - Unusual SQL Server configuration requirements (FILESTREAM, .NET code in the database, etc.) should be noted so that the appropriate evaluation can be performed.
- VoIP
 - Compatible with Cisco UCM, Unity, UCCE
 - GRU
 - UCM 6.1.3.1000-16
 - UCCE 7.2(6)
 - Unity 5.0 Build 5.0(1)
 - GG
 - UCM 7.1.5.31900-3
 - UCCX 7.0(1)SR05_Build504
 - Unity 7.0 Build 7.0(2)
- Network
 - IP Version 4
 - Wireless
 - Radio: IEEE 802.11 a/b/g compatible
 - Security: WPA2 Enterprise, 802.1x and PEAP
- Middleware
 - Exchange 2007
- Client
 - Desktop and laptop installation of vendor product(s) is compatible with Vipre anti-virus
 - Java version -preferably the current version of Java (7.0) or at least 6.20
 - MS .Net version at least version 3.51
- Active Directory
 - Forest: COG, containing two domains: GRUADMIN, GG
 - Forest & all Domain's functional Level: Windows Server 2008 R2

GRU Standard Technical Information for Product Evaluations (Demos to RFPs)

Standard Vendor Questions

Facilities/Data Center

1. Are there any data center/computer room implications (floor and rack space, power needs, A/C load, UPS load)?
Answer:

Server

1. What is the client/server architecture (provide diagrams)?
Answer:
 - a. The client stores what files?
Answer:
 - b. The Server(s) stores what files?
Answer:
2. Is the product able to run and supported as a virtual machine with VMWare ESX VI4.0 or higher?
Answer:
3. Is the product able to run and supported on Windows 2003 or 2008 Server (specify which)?, What offering (Standard Edition, Enterprise Edition, etc..)?
Answer:
4. How many servers are needed?
Answer:
5. What are the minimum server requirements?
Answer:
6. Can existing servers be used?
Answer:

7. Is there any other software/middleware needed on the server side (eg. IIS, SQL, ...)? If so, what and what versions?

Answer:

8. How many environments/partitions are needed (Sandbox, Dev, Test, Training, QA, Production)?

Answer:

9. How are they licensed?

Answer:

10. How is license compliance enforced?

Answer:

11. Is a license server needed, if so is Flexnet LMTools supported?

Answer:

12. How is Dev/Test/QA and Production partitioning/separation done?

Answer:

13. How is version/patch promotion, etc done from Dev/Test/QA to Production?

Answer:

a. How often are patches released?

Answer:

b. How often are upgrades released?

Answer:

c. What is involved to install a patch and upgrade?

Answer:

14. How is load-balancing architected?

Answer:

15. How is High-Availability and Disaster/Recovery architected?

Answer:

16. Is H-A via external means (i.e. MS-Clustering)?

Answer:

17. If MS-Clustering is used, which options are available (active/passive or active/active)?

Answer:

18. Is H-A via internal means (i.e. synchronization of servers and data within the application)?

Answer:

19. GRU uses Microsoft SCEPP (System Center End Point Protection) for Anti-Virus on servers. Have you tested your system with SCEPP? What, if any, and the known scanning exception that need to be configure?

Answer:

Storage & RDBMS

1. What RDBMS is used? (MS-SQL Server 2008 or greater)

Answer:

2. Must the RDBMS system (SQL Server) be installed on the same server as the application, or can it be on a separate existing server?

Answer:

3. If your product uses MS-SQL, does your application require SA for installation?

Answer:

4. If your product uses MS-SQL, does your application operate and run using the SA account (bad practice), or does it use a different account after tables are setup?

SA is used interactively by humans for management of SQL server databases. Using the SA account to operate and run an application is sloppy design. It makes it difficult to change the SA password and the SA account has too many privileges for operations.

Answer:

5. If your product uses MS-SQL, does the configuration require "Named Pipes"?

Answer:

6. If your product uses MS-SQL, does the configuration require SQL Server Reporting services?

Answer:

7. Does your application utilize the Common Language Runtime (CLR) inside the SQL Server engine? If yes, please provide details as to why. This may require follow-up with DBA.

Answer:

8. Must user accounts be created in the RDBMS (SQL Server)? If yes, why?

Answer:

9. What is the estimate DB size (initially and growth)?

Answer:

10. What is a typical or ballpark size for GRU? (1GB, 10GB, 100GB, 1TB ranges)

Answer:

11. How do we determine the DB size estimate?

Answer:

12. Is a File Share necessary? If so, what for?

Answer:

13. Is a SAN (HP EVA, HP MSA) environment supported?

Answer:

14. Is local server disk space required? If so, why and how much?

Answer:

15. How is backup and restore accomplished?

Answer:

16. What, if any, are the backup and restore issues?

Answer:

17. How is archiving done (internal to the application and database, and external databases)?

Answer:

18. What, if any, are the archiving issues?

Answer:

19. What is involved to configure the application if server name, storage locations and the like change?

Answer:

Network

1. Does the product work on an IP network?

Answer:

2. Is a static IP address required? If so, why?

Answer:

3. Is multicasting required? If so, why?

Answer:

4. What is the estimated bandwidth consumption?

Answer:

5. What ports need to be opened in the Firewall/Router? Please specify all port#'s and what they are for – those required and those optional.

Answer:

Appendix 7. Standard Technical Questions

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6. Does any server need to be in the DMZ and/or Internet, if so describe details of the requirements?

Answer:

7. How is security accomplished, particularly if anything is in the DMZ or the Internet?

Answer:

8. Does the server or application require or expect to have Internet access?

Answer:

9. Will the server or application require or expect to have direct Internet access by non-employees?

Answer:

Email

1. Is MS-Exchange 2007 or greater required and supported?

Answer:

2. What specific version of MS-Exchange is required?

Answer:

3. What, if any, special configuration is needed for MS-Exchange?

Answer:

HTTP

1. Is a HTTP server required? If so what is supported?

Answer:

2. Is MS-IIS 6.0 or greater supported?

Answer:

3. Is the .Net framework required, if so, what version(s)?

Answer:

4. What special configuration is needed for the HTTP server?

Answer:

5. Is an application container needed (eg. JRun, Tomcat)? If so what product and version?

Answer:

6. What browsers are supported?

Answer:

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7. Is Internet access required by the product and by GRU business functionality?

Answer:

8. Is HTTPS required, how and why is this used?

Answer:

Client

1. What is the required/available client platforms?
Hardware minimums

OS (version(s), edition(s), bit size 32 or 64)

JVM (provider and version)

.Net version

Browser provider and version

Answer:

2. Is there any other software needed on the client side (eg. MS-Project, Visio, ...)? If so, what and what versions?

Answer:

3. Is there a deployment kit (like an MSI)?

Answer:

4. Is Microsoft APP-V (Application Virtualization) supported?

Answer:

5. How are client patches and upgrades done?

- a. What is the delivery means from you to GRU?

Answer:

- b. What is the deployment means for GRU to do the installs?

Answer:

- c. How often are patches and upgrades made available?

Answer:

- d. Is ADMINISTRATOR privilege required to do the install?

Answer:

6. GRU uses Vipre Anti-Virus. Has your system been tested with this? What, if any, are the known scanning exception that need to be configured?

Answer:

File Transfers

1. Describe any file transfers necessary, either from system to system within GRU, or to/from 3rd party vendor and GRU. The answer should include the following for each file
- Is the file transfer done through a batch (non-interactive) job/process
 - Is the file transfer done through a user initiate interactive process, by what means (launching a script or using an interactive tool)
 - What is the schedule for the file transfer
 - Will GRU be receiving a file, if so, where is it stored, what process is used to receive the file (batch job/script, user initiate/interactive tool)
 - What is the file retention period
 - What logging, error checking/processing, error reports are generated
 - What happens when there are file transfer problems
 - What happens if there are internal file/data format problems

Answer:

Application Administration & Security

1. Explain the system security model and requirements.

Answer:

2. Is the authentication integrated with Active Directory and/or LDAP and can it use Windows network authentication, or is it a separate authentication database?

Answer:

3. If using Active Directory or LDAP, if you change your AD or LDAP password does it automatically propagate to application authentication database.

Answer:

4. Beyond account authentication, is there integration with Active Directory and/or LDAP? If so, what & how?

Answer:

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5. How are permission dealt with, is it Active Directory integrated?

Answer:

6. How is user authentication done?

Answer:

7. Do users sign-on to the product?

Answer:

8. What tasks with typical time amount and skill sets are necessary to administer the system/application (ie. manager accounts, permission, etc...)?

Answer:

9. What internal systems will be accessed or interfaced with, give details of specifications?

Answer:

10. What external systems will be accessed or interfaced with, give details of specifications?

Answer:

11. What internal users will access system?

Answer:

12. What external users will access system?

Answer:

Printing, Scanning & Faxing

1. Are there any specific printer or other peripheral device requirements?

Answer:

2. Are there any special printing and other peripheral device issues?

Answer:

Programming Environment

1. What programming languages are used?

Answer:

2. What programming environments are used?

Answer:

3. What other IT tools are used?

Answer:

4. How do we securely develop and deploy our own applications interfacing with this system?

Answer:

5. Does the application need Administrator privileges to run?

Answer:

6. Does the application use the least privilege to run paradigm?

Answer:

Mobile Computing

1. What end-user mobile hardware is required and supported, what are the specification details?

For example, laptop, handheld

Answer:

2. What network hardware is required and supported, what are the specification details?

For example, 802.11a/b/g/n, GPS, Ethernet RJ45

Answer:

3. What are the OS requirements/specifications for the end-user mobile hardware (include all supported OS)?

For example, Windows XP, Windows CE

Answer:

4. Does the vendor provide End to End application security allowing the product to be used from the Internet? How?

For example: Yes, SSL/Application proxy in DMZ. User level authentication in the application.

Answer:

5. What are the network security requirements/specifications for the end-user mobile hardware, OS and client application?

Required: 802.11i(802.1x)

Unacceptable: WEP, WPA-1, WPA-2

Answer:

6. What enabling client software is required, specify exact products and version?

For example, Web Browser (specify exactly), Java VM

Answer:

7. What is the client application software and its functionality?

Answer:

8. Is there an application or “brokering” server that resides in the customers DMZ to communicate with the mobile client application software?

Answer:

9. What network protocols and tcp/udp port numbers will the “brokering” server in the DMZ require for access to the private network?

Answer:

10. What network protocols and tcp/udp port numbers will the “brokering” server in the DMZ require for access from user on the Internet?

Answer:

11. Is IPSec VPN supported?

Answer:

12. Is SSL VPN supported?

Answer:

Cloud Computing

This means any hosted solution off-site from GRU.

1. Do you own and manage the data center?

Answer:

2. Is physical access to data processing equipment (servers and network equipment) restricted?
If yes, describe how.

Answer:

3. What redundancy tier level is the data center?

Answer:

4. **Does your organization implement controls to segregate your data from other customers?**
If yes, describe how.

Answer:

5. What is your privacy and usage policy concerning our data?

Answer:

6. Where is the data actually stored?

Answer:

7. **Does your organization follow secure data destruction processes for confidential data and IT equipment/media?**
If yes, describe.

Answer:

8. What is the process mechanism to extract our data/virtual servers from the cloud in the event of service/contract termination - what format will the data/systems arrive back in?

Answer:

9. **Does your organization have regularly tested disaster recovery plans for data processing facilities?**

Answer:

10. What is your disaster/recovery plan?

Answer:

11. **Does your organization encrypt (and regularly test) its backups?**

If yes, describe.

Answer:

12. Is the transmission path from our site to your cloud solution encrypted using a VPN tunnel or SSL?

If yes, describe requirements and specifications.

Answer:

13. **Does your organization have a formal change control process?**

If yes, describe briefly.

Answer:

14. Is the solution auditable, and what compliance requirements does it meet?

Answer:

15. What access to the audit logs, security event logs, traffic details will you provide?

Answer:

16. Can you provide results of a third-party external audit conducted within the past two years?

Answer:

17. Will you provide relevant certificates of applicable compliance certifications?

Answer:

18. Does your organization have formal written information security policies?

If yes, describe the security measures for the cloud solution.

Answer:

19. Are external third-party contracts required to comply with policies and customer agreements?

Answer:

20. What controls do you have in place to detect attacks and breaches?

Answer:

21. How do you prevent a breach or attack on one client affecting other clients services (i.e. service segregation, rather than data segregation)?

Answer:

22. What circumstances/criteria would you follow in notifying your customers of a breach?

Answer:

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23. Do they have any high profile/high threat/high risk customers - what criteria would they use to determine whether a new customer poses a significant risk to their existing customers?

Answer:

24. What are the limits on scalability and associated costs?

Answer:

Phone System

1. Are there any special requirements for GRU's phone system?

Answer:

2. Is CISCO VOIP support? Specify appropriate details.

Answer:

Support

1. Contact Information (phone#, web page, info needed to log call)?

Answer:

2. Support hours, time zone?

Answer:

3. Support tools needed to interact with vendor?

Answer:

4. Support "protocols" needed to interact with vendor? In other words, how do you authenticate who the customer asking support is, that they are allowed to call, and are under support – what info does customer need to provide?

Answer:

Typical Installation Schedule

1. Prep work and duration?

Answer:

2. Installation work and duration with vendor?

Answer:

3. Post work and duration?

Answer:

4. What IT staff types needed (Sys Admin, DBA, Programmer, Desktop support, business analysts)?

Answer:

Standard Questions for GRU Business Unit

1. What level of IT service is needed?
 - a. High-Availability (yes or no)
 - b. Disaster/Recovery (yes or no)
 - c. Extended Hours of Support (yes or no, if yes what hours)

Answer:

2. Where are the servers to be located?
 - a. Centrally in IT data center – makes support, backups, H-A, D/R simpler
 - or
 - b. In user work location – makes support, backups, H-A, D/R much harder or infeasible

Answer:

3. In detail, What are all the intended uses of the system, devices, etc?

The point of this question is to help match up user expectation with system and IT capabilities. For example, a request for WiFi that states users want their iPad to access SAP will reveal that SAP and IT does not have the capability to do this without an preceding additional project or expansion of the requested project.

Answer:

AGREEMENT
BETWEEN THE
CITY OF GAINESVILLE
AND
AMALGAMATED TRANSIT UNION
LOCAL NO. 1579

EFFECTIVE: OCTOBER 1, 2012 - SEPTEMBER 30, 2015

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PREAMBLE

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THIS AGREEMENT is entered into by the City of Gainesville, hereinafter referred to as the "Public Employer" or "City", and Local No. 1579 Amalgamated Transit Union, hereinafter referred to as the "Union", on this 1st day of October 2012.

WITNESSETH:

WHEREAS, the City is engaged in furnishing essential public service which vitally affects the health, safety, comfort and general well-being of the public, and;

WHEREAS, all parties hereto recognize the need for continuous and reliable service to the public, it is mutually agreed the City's obligation to provide efficient, responsive service to the citizens of the City of Gainesville should not be obstructed by disputes between it and its employees, and;

WHEREAS, all parties hereto agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay under fair conditions, and;

WHEREAS, it further is the general purpose of this Agreement to promote the mutual interests of the Regional Transit System and its employees and to provide for the operation of the Regional Transit System's business operations under methods which will further to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of operation, cleanliness, protection of the public's property and avoidance of interruptions to operations. The City and the Union will cooperate fully to secure the advancement and achievement of these purposes, and;

WHEREAS, it is mutually recognized that all employees shall work at all times to the best interest of the City's public transportation system; they shall operate and handle the City's public transportation system's vehicles at all times in full compliance with the rules of the City; they shall give the riding public courteous, respectful and fair treatment at all times to the end that the City's public transportation system may improve and grow; they shall extend courteous, respectful and fair treatment to their fellow employees regardless of classification ranking or job duties; and they shall, at all times, use their influence and best endeavors to preserve, promote and protect the interest of the City's

1 public transportation service as well as cooperate in the promotion and advancement of
2 the public transportation service; recognizing the benefit to this community provided by a
3 well run, properly managed, well executed, publicly funded and subsidized mass transit
4 facility. Further, recognizing that such cooperation between employees in all
5 classifications and all levels, management and operations, in almost all instances,
6 furthers their own interests as public employees to retain meaningful work in jobs they
7 desire as well as to best achieve the above goals and standards.

8 NOW, THEREFORE, and in this spirit, for and in consideration of the premises
9 herein contained, it is mutually agreed that:

10

11

ARTICLE 1

PURPOSE AND INTENT

1.1 The following Agreement between the City and the Union is recorded in written form to meet the requirements set forth in Chapter 447 of the State Statutes, specifically Section 447.203(14), which requires the execution of a written contract with respect to agreements reached.

1.2 This Agreement is designed to provide for a fair and equitable procedure for the resolution of contractual differences in accordance with the grievance procedure specified herein.

1.3 It is the intent and purpose of this Agreement to set forth herein basic and full agreement between the parties concerning specified terms and conditions of employment consistent with the availability of public funds.

ARTICLE 2

UNION RECOGNITION

2.1 The City recognizes the Union as the collective bargaining agent of all probationary, regular full-time and regular part-time non-supervisory employees of the City's Regional Transit System with the classifications listed in Exhibit A attached hereto except:

1. Managerial and administrative employees.
2. Professional employees, unless and until inclusion of professional employees is approved pursuant to Florida Statutes, Chapter 447, specifically Section 447.307(4)(h).
3. Supervisory employees.
4. Temporary employees.

Further provided, should the City create new job classifications, which by the nature of the duties of the position meet the bargaining unit definition, then that job classification shall be included in the bargaining unit. The City shall notify the Union of the addition of all new job classifications in a timely manner. Should the Union object to the exclusion of the position in the

1 bargaining unit, it is understood that the Union will request determination of
2 the bargaining unit status from the Public Employees Relations
3 Commission.

4 2.2 The President of Local 1579 or his/her designated representative will be the
5 official spokesperson for said Local Union in any matter between the Local
6 Union and the Public Employer.

7 2.3 The Union recognizes the City Manager or his/her designated
8 representatives as the sole representatives of the City of Gainesville for the
9 purpose of collective bargaining. There shall be no individual arrangements
10 or agreements made covering any part or all of this Agreement contrary to
11 the terms herein provided. This Agreement may be amended only upon the
12 written mutual agreement of both parties, City and Union, and shall become
13 part of this Agreement only upon ratification by both parties, City and Union.
14

15 ARTICLE 3

16 UNION SECURITY AND CHECK OFF

17 3.1 Any and all employees who are eligible for inclusion in the bargaining unit
18 shall have the right to join or not to join the Union as they individually prefer.
19 It is agreed that there shall be no discrimination for or against any employee
20 because of his membership in said organization and, likewise, no employee
21 shall be discriminated against for non-membership in the Union and neither
22 the Union nor any employee shall attempt to coerce an employee into
23 joining or continuing in said organization or interfere with an employee in
24 any way because of failure or refusal on the employee's part to join said
25 organization.

26 3.2 The City agrees to deduct, from bargaining unit employees, on a bi-weekly
27 basis, Union dues as certified to the Public Employer by the Secretary-
28 Treasurer or designated representative of the Amalgamated Transit Union,
29 Local No. 1579, and to remit the aggregate deductions so authorized,
30 together with an itemized statement, to the Secretary-Treasurer. Dues
31 deduction requests submitted after the above date will be remitted within

1 thirty (30) days after the effective date of such requests upon receipt of a
2 stipulated, lawfully executed, written authorization from an employee
3 covered by this Agreement. Changes in Union membership dues will be
4 similarly certified to the City in writing and shall be done at least thirty (30)
5 days prior to the effective date of such change. This dues authorization
6 may be revoked by the employee upon thirty (30) days written notice to the
7 City and to the Union.

8 3.3 No deduction shall be made from the pay of any employee for any payroll
9 period in which the employee's net earnings for that payroll period, after
10 other deductions, are less than the amount of dues to be checked off.

11 3.4 The Union agrees to indemnify, defend and hold the City harmless against
12 any and all claims, suits, orders or judgments brought or issued against the
13 City as a result of any action taken or not taken by the City under the
14 provisions of this Article.

15
16 **ARTICLE 4**

17 **MANAGEMENT SECURITY**

18 4.1 The Union and its members agree they shall have no right to strike. Strike
19 means the concerted stoppage of work, the concerted absence for any
20 reason including sickness of employees from their positions, the concerted
21 failure to report for duty, the concerted submission of resignations, the
22 concerted abstinence in whole or in part of any group of employees from
23 the full and faithful performance of their duties of employment with the City
24 of Gainesville, the Public Employer, for the purpose of inducing, influencing,
25 condoning or coercing a change in the obligations, terms or conditions of
26 their employment. The Union and its members further agree they shall
27 have no right to participate in a deliberate and concerted course of conduct
28 which adversely affects the services of the employer, including the failure to
29 work overtime, the concerted failure to report for work after the expiration of
30 a collective bargaining agreement and picketing in furtherance of a work
31 stoppage or refusing to cross a picket line. Any violation of this section shall

1 subject the violator(s) to the penalties as provided by law and to the rules
2 and regulations of the Public Employer.

3 4.2 Any employee covered by this Agreement who participates in, is a party
4 thereto, or promotes any of the above actions as outlined in Section 4.1 or
5 other similar forms of interference with the operations or functions of the
6 City, shall be subject to disciplinary action up to and including discharge.
7 The only question that shall be raised in any proceedings, judicial or
8 otherwise, contesting such action, is whether any provision as outlined in
9 Section 4.1 was violated by the employee to be disciplined or discharged.
10 Employees shall not be entitled to any benefits or wages whatsoever while
11 they are engaged in strike activities, or other interruptions of work. Any
12 employee discharged in accordance with this Article or applicable provisions
13 of the State of Florida Collective Bargaining Statute shall forfeit all pension
14 rights, and if appointed, reappointed, employed or re-employed by the City,
15 serve a six (6) month probationary period following the reappointment or re-
16 employment, and the compensation may in no event exceed that received
17 immediately prior to the time of the violation and the compensation may not
18 be increased for one (1) year.

19 4.3 In the event of a strike as defined in Section 4.1, the Local President of the
20 Amalgamated Transit Union, after determining such individuals are
21 Amalgamated Transit Union members, shall immediately, within 24 hours,
22 verbally where possible, and in writing, order such employees to return to
23 work; copy of such order to be provided to the City within twenty-four (24)
24 hours. This Article is not subject to the arbitration provisions of the
25 Agreement but shall be enforced by the ordinary processes of the law.

26 4.4 During the term of this Agreement, the Public Employer agrees to not lock
27 out any employees covered by this Agreement.
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ARTICLE 5

MANAGEMENT RIGHTS

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5.1 It is the right of the Public Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public and exercise control and discretion over its organization and operations.

5.2 Except as otherwise provided herein, the Union recognizes the sole and exclusive rights, powers and authority of the Public Employer further include, but are not limited to, the following: to direct and manage employees of the City to hire, promote, transfer, schedule, assign and retain employees, to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work, funds, or other legitimate reasons, to maintain the efficiency of its operations including the right to contract and subcontract existing and future work, to determine the duties to be included in job classifications and the numbers, types and grades of positions or employees assigned to an organizational unit, department or project, to assign overtime and to determine the amount of overtime required, to control and regulate the use of all its equipment and property, to establish and require employees to observe all its rules and regulations, to conduct performance evaluations and to determine internal security practices. The employer agrees that, prior to substantial permanent layoff of Union bargaining members, it will discuss such with the Union. The Union shall be notified and permitted an opportunity for discussion and consultation prior to any sub-contracting of transit-related services or duties which would substantially affect members of its bargaining unit.

5.3 If, in the sole discretion of the Public Employer, it is determined that civil emergency conditions exist, or are imminent including, but not limited to, riots, civil disorders, severe weather conditions (or similar catastrophes), or unusual operational needs the provisions of this Agreement may be suspended by the appropriate manager during the time of the declared

1 emergency, provided that wage rates and monetary fringe benefits shall not
2 be suspended. If it is determined that an emergency condition exists that is
3 an unusual operational need, seniority rights for work assignments may be
4 suspended by the appropriate manager during the time of the declared
5 emergency. Should an emergency arise, the Union President shall be
6 advised as soon as possible of the nature of the emergency.

7
8 **ARTICLE 6**

9 **UNION STEWARDS & UNION ACTIVITY**

10 6.1 The Union shall have the right to select employees from those covered by
11 this Agreement to act as Union stewards. A written list of the Union officers
12 and stewards shall be furnished to the Human Resources Director and the
13 Director for the Regional Transit System at the time of the effective date of
14 their assuming office. The Union shall notify the Human Resources
15 Director and the Director for the Regional Transit System promptly of any
16 change(s) of such Union officers and stewards. No Union steward will
17 perform any Union work unless the above has been complied with.

18 6.2 An Amalgamated Transit Union representative or any Local No. 1579 officer
19 or steward may, with proper authorization, which will not be unduly withheld,
20 be admitted to the property of the Public Employer. The representative, as
21 designated above, shall be able to talk with employees before or after
22 regular working hours, during lunch hours or during break periods of said
23 employees on Public Employer property in areas designated by the Public
24 Employer.

25 6.3 All Union stewards shall be employees in the bargaining unit who have
26 satisfactorily completed their probationary period.

27 6.4 The Union recognizes that Union stewards and officers are not entitled to
28 any special benefits or treatment because of their role as a steward or
29 officer, nor shall stewards and officers be discriminated against for the
30 proper and legitimate Union activity in which they engage.

1 6.5 While on sick leave, PCLB, unscheduled PTO, vacation in lieu of sick leave
2 or leave without pay for disciplinary reasons, no employee shall function as
3 a Union officer or steward on City property. Employees who violate this
4 section while on sick or unscheduled leave shall not be eligible to receive
5 pay for the time off.

6 6.6 The investigation, handling, or adjustment of grievances shall be conducted
7 by employees and/or Union officers and stewards during non-working
8 hours. Union stewards shall not exceed five (5) in number. If grievance
9 matters must be attended to during regular working hours, Union stewards
10 may be allowed to conduct such business without loss of straight time pay
11 or benefits by using Union pool time, provided:

12 A. A written request for use of Union pool time is submitted to the
13 immediate supervisor for department head approval in advance of
14 time off.

15 B. It shall be the Union's responsibility to supply, to the City, a Union
16 Time Pool Authorization form which includes the name of the
17 employee and the hours of vacation time donated by the employee
18 to the pool. The form must be signed by the employee donating
19 time. Time donations may be made at any time and shall be in
20 increments of not less than one (1) hour nor more than forty-eight
21 (48) hours. Time pool hours may be drawn upon at the discretion of
22 the Union in increments of at least one (1) hour.

23 C. Charges against the Union business time pool shall only be made
24 when approved by the President of the Union. If the Union time pool
25 shall become depleted, anyone engaging in Union activities during
26 his/her working hours shall do so without pay, unless otherwise
27 provided in this Agreement.

28 D. A record of all time donated and drawn against the above pool shall
29 be kept by Regional Transit and the Union. The Union shall
30 indemnify, defend, and hold the City harmless against any and all
31 claims made and against any suits instituted against the City on

1 account of the City complying with any of the provisions of this
2 Article.

3 E. Employees who are members of the negotiating team for the Union
4 may use pool time in accordance with provisions of this Article.

5 F. The Union President/designee may use pool time in accordance with
6 the provisions of this Article to attend resolutions of impasse
7 hearings before the City Commission, the actual days of the ATU
8 National Convention, and the Florida ATU legislative conference
9 board meeting.

10 G. In the event the Union Time Pool does not have forty-five (45) hours
11 each October 1, the City will contribute the difference to make at
12 least forty-five (45) hours. During each fiscal year the City will match
13 an additional hour for hour up to a maximum of 10 hours of union
14 pool time for each hour of pool time contributed by the employees.
15 In no event shall the City contribute more than fifty-five (55) hours.

16 6.7 Solicitation of any and all kinds by the Union, including but not limited to, the
17 solicitation of membership, grievances and the collection of Union monies
18 shall not be engaged in during working hours, further provided that the
19 Public Employer's radio equipment shall not be used for such purposes. It
20 is not the intent of the above to restrict or preclude any steward from
21 answering legitimate questions from any members of the bargaining unit
22 concerning Union activity or grievances.

23 6.8 The Union shall not distribute literature during working hours in areas where
24 the actual work of public employees is performed, such as offices,
25 warehouses, schools, police stations, fire stations, and any similar public
26 installation. This section shall not be construed to prohibit the distribution of
27 literature during the employee's lunch or before or after work hours and
28 dinner break or scheduled break periods, in such areas not exclusively
29 devoted to the performance of the employee's official duties.

30 6.9 The Union shall not distribute, on City property, any materials that reflect on
31 the integrity or motives of any individual, agency, or activity of the City

1 government or other labor organization. This shall not restrict the Union
2 from having the same privilege as any citizen.

3 6.10 The City agrees to notify the Union President of the discharge, resignation,
4 layoff or suspension of an employee covered by this Agreement if the
5 employee requests such notification.

6 6.11 Any rule or regulation pertaining to members of the bargaining unit will be
7 made available to all such employees in written form prior to the time of
8 taking effect, except in clear instances where circumstances of an
9 emergency nature necessitate immediate implementation of rules and
10 regulations.

11 6.12 The City will maintain an up-to-date and accurate seniority roster to be
12 posted on RTS bulletin boards and furnish the Union a copy of such roster
13 upon changes in the roster.

14 6.13 Union members will be permitted to wear a Union pin or shoulder patch on
15 their uniform.

16 6.14 An employee, upon request, shall be entitled to Union representation at
17 disciplinary interviews or conferences in accordance with law.

18
19 **ARTICLE 7**

20 **PROBLEM AND COMPLAINT RESOLUTION**

21 7.1 The purpose of this Article is to provide for the informal resolution of
22 employee problems and complaints. This Article recognizes that there are
23 times that problems, complaints, or situations may occur when an employee
24 covered by this Agreement may require information or feels that an
25 adjustment of some type is required that can best be provided through
26 informal resolution.

27 7.2 When an employee covered by this Agreement is working under the
28 jurisdiction of an employee in the category of Supervisor the employee and
29 the supervisor shall be expected to informally resolve problems, complaints
30 or situations that the employee feels need either adjustment or information
31 and that are within the authority of the Supervisor to resolve. In this

1 resolution process, the Supervisor does not have the authority to adjust
2 claims that involve the interpretation or application of this Collective
3 Bargaining Agreement.

4 7.3 This informal resolution procedure shall normally be accomplished within
5 one (1) working day of the incident from which the matter arose. The
6 immediate supervisor shall verbally notify the employee of his/her decision
7 within one (1) working day.

8 7.4 If the problem, complaint or situation is not resolved to the employee's
9 satisfaction and if the problem, complaint or situation involves the
10 interpretation or application of this Collective Bargaining Agreement, the
11 employee may utilize the grievance procedure provided for in Article 8 of
12 this Agreement.

13 7.5 If an employee feels the complaint or situation involves interpretation or
14 application of this Collective Bargaining Agreement, he/she may bypass
15 Article 7 and utilize the grievance procedure.

16
17 **ARTICLE 8**

18 **GRIEVANCE PROCEDURE**

19 8.1 Any employee or the Union on behalf of employees who sign a grievance,
20 may file a grievance concerning the meaning, application and/or
21 interpretation of the specific articles of the Agreement and any disciplinary
22 action as defined in Article 10.3 of the Agreement, when a question of "just
23 cause" exists resulting from the application of City Transit Department rules
24 and regulations. The Union may file a grievance on its own behalf claiming
25 a violation of Article 3. The settlement of a grievance at its lowest possible
26 step is mutually encouraged by both the City and the Union. Any grievance
27 filed shall adequately set forth the facts pertaining to the alleged violation
28 and shall be processed in accordance with the following rules:

29 8.2 Prior to filing a written grievance, an aggrieved employee, with or without
30 union representation, shall, within five (5) days [see 8.3 (D)], meet with the
31 appropriate supervisor or manager to discuss his/her complaint or potential

1 grievance in an effort to resolve the complaint. This informal step is for the
2 grievant to fully explain his/her grievance, present the facts, state his/her
3 contentions and clear up any possible misunderstandings in an effort to
4 informally resolve the grievance. If management has not responded within
5 five (5) days from the date of this initial meeting or the decision reached is
6 not acceptable, the employee has five (5) days, from receipt of response, to
7 file a grievance in accordance with Step 1.

8 8.3 Rules for Grievance Processing:

9 It is agreed:

10 (A) A grievance must be brought forward within seven (7) days
11 after the occurrence of the event giving rise to the grievance
12 or within seven (7) days after the employee through the use of
13 reasonable diligence, should have obtained knowledge of the
14 occurrence of the event giving rise to the grievance or within
15 seven (7) days after the immediate supervisor's response in
16 the Problem and Complaint Resolution procedure as set forth
17 in Article 7 of this Agreement, but in no event more than thirty
18 (30) days after the occurrence of the event giving rise to the
19 grievance.

20 (B) Time limits at any stage of the grievance procedure may be
21 extended by written mutual agreement of the parties involved
22 at that step.

23 (C) A grievance not advanced to the higher step within the time
24 limit provided shall be deemed permanently withdrawn and as
25 having been settled on the basis of the decision most recently
26 given. Failure on the part of the Public Employer's
27 representative to answer within the time limit set forth in any
28 step will entitle the employee to proceed to the next step.

29 (D) In computing time limits under this Article, Saturdays,
30 Sundays and holidays shall not be counted except where it is
31 specified as calendar days.

- 1 (E) In settlement of any grievance resulting in retroactive
2 adjustment, such adjustment shall be limited to fourteen (14)
3 days prior to the date of the filing of the grievance. Remedies
4 or corrective actions shall not require the employer to violate
5 this Agreement.
- 6 (F) When a grievance is reduced to writing, there shall be set
7 forth in the space provided on the grievance form provided by
8 the Public Employer all of the following:
- 9 1. A complete statement of the grievance and facts upon
10 which it is based;
 - 11 2. The article, or articles, and the specific section or
12 sections of articles within this Agreement the employee
13 claims to have been violated and a statement which
14 completely explains the manner in which the section(s)
15 and/or article(s) have been violated;
 - 16 3. A clear description of the remedy or corrective action
17 requested;
 - 18 4. The signature of the grievant or grievants and the date
19 submitted; and
 - 20 5. The date and time of the alleged events which gave
21 rise to the grievance.
- 22 (G) An employee, upon request, shall be entitled to Union
23 representation in accordance with the provisions of this
24 Agreement at each and every step of the grievance procedure
25 set forth in this Agreement. This shall not be construed as
26 requiring the Union to represent a non-member. The Union
27 President shall be notified of any grievance meeting which
28 involves any bargaining unit employee.
- 29 (H) The cost of any transcript shall be borne solely by the party
30 requesting it.

1 (l) Any grievance may be returned to the grievant for failure to
2 meet the technical requirements as outlined in Section F of
3 this article. The grievant shall have a one-time opportunity to
4 resubmit the grievance within three (3) days of its return to the
5 employee.

6 Step 1. An employee who has a grievance may, with or without
7 Union representation, submit it in writing to the Transit
8 Director, between the hours of 7:00 a.m. to 6:00 p.m.
9 Monday through Thursday. In the event the Transit
10 Director is unavailable, the grievance may be
11 submitted to his/her appointed designee or Staff
12 Specialist. The Transit Director or representative may
13 hold a meeting. Transit Director shall give a written
14 response to the employee and the Union President or
15 designee within ten (10) calendar days after the receipt
16 of the grievance or the date of the meeting, whichever
17 later occurs. The aggrieved employee, upon his
18 request, may be accompanied at the meeting, if one is
19 held, by the Union Steward.

20 Step 2. If the grievance is not settled at Step 1, the aggrieved
21 employee, with or without the Union representative,
22 may submit a written appeal to the City Manager or
23 designee (with copies to RTS, and Human Resources)
24 within five (5) days after the Step 1 answer was
25 received, and it shall be signed by the employee. The
26 appeal shall specify the basis for the appeal as
27 specified in section 8.3 (F). The City Manager or his
28 designee shall hold a meeting within ten (10) calendar
29 days of the receipt of the written appeal. The City
30 Manager or his designee shall give a written response
31 to the employee and the Union within ten (10) calendar

1 days of the meeting or the filing of the appeal,
2 whichever later occurs.

3 8.4 If the grievance is not settled in accordance with the foregoing procedure,
4 the Union may request the grievance be submitted to arbitration by serving
5 written notice of such to the Human Resources Director within twenty (20)
6 calendar days after receipt of the City's response to Step 2. The written
7 notice shall state the facts of the case and list the article(s) and the
8 section(s) of such article(s) of this contract alleged to have been violated. If
9 the grievance is not appealed to arbitration within said twenty (20) calendar
10 days, the City's Step 2 answer shall be final and binding.

11 8.5 Except as otherwise provided herein, within fifteen (15) calendar days after
12 receipt of the notice of request to arbitrate, the Union shall complete a
13 "Request For Arbitration Panel" form and submit it to the City who shall sign
14 and submit it to the Federal Mediation and Conciliation Service (FMCS), the
15 sole function of that body being to assist in the selection of the arbitrator, to
16 furnish a panel of five (5) impartial arbitrators particularly skilled in matters
17 involving local government employee relations. Unless the parties can
18 mutually agree on a concise description of the issue, only the grievance
19 number shall be placed in this space on the panel request. If the Union
20 does not submit a "Request For Arbitration Panel" form to the City within
21 said fifteen (15) days, the City's Step 2 answer shall be final and binding.

22 8.6 Both the City and the Union shall have the right to strike two (2) names from
23 the panel. Within fifteen (15) days after receipt of the list, the Union shall
24 notify the City in writing requesting a date and time to meet and alternately
25 cross out names on the list. Failure of the Union to notify the City in writing
26 within the fifteen (15) days of receipt of the list shall result in the City's Step
27 2 answer being final and binding. In all cases the party requesting
28 arbitration shall cross out the first name. The remaining person shall be the
29 arbitrator. The arbitrator shall be notified of his/her selection within five (5)
30 days by a joint letter from the City and the Union requesting that he/she set
31 a time and place, subject to the availability of the City and Union

1 representatives. A copy of this article shall be included. The letter shall not
2 be sent unless and until the provisions of Section 8.8 are complied with.

3 8.7 The arbitration shall be conducted under the terms of this Agreement. The
4 arbitrator shall have no authority to modify, amend, ignore, add to, subtract
5 from, or otherwise alter or supplement this Agreement or any part thereof or
6 any amendment thereto. The arbitrator shall consider and decide only the
7 specific issue(s) submitted to him/her in writing by the City and the Union
8 and shall have no authority to consider or rule upon any matter which is
9 stated in this Agreement not to be subject to the arbitration, which is not a
10 grievance as defined in Section 8.1, or which is not specifically covered by
11 this Agreement. The arbitrator may not issue declaratory or advisory
12 opinions and shall be confined exclusively to the question which is
13 presented to him/her, which question must be actual and existing. The
14 arbitrator shall have no authority to impose on either the City or the Union
15 any limitation or obligation not specifically provided for under the terms of
16 this Agreement. The arbitrator shall submit, in writing, his/her decision
17 within thirty (30) days of the hearing, provided that the parties may mutually
18 agree in writing to extend said limitation. Consistent with this section, the
19 decision of the arbitrator shall be final and binding.

20 8.8 The expenses and/or fees of the arbitrator shall be borne equally by the
21 parties.

22 8.9 Each party shall be responsible for the expense or expenses of any witness
23 or witnesses it calls.

24 8.10 The cost of any transcript shall be borne solely by the party requesting it.

25 8.11 The parties may agree to have more than one grievance presented to the
26 arbitrator.

27 8.12 Grievances filed by the Union on behalf of all members of the bargaining
28 unit on matters of Transit-wide concern may be filed through the normal
29 grievance procedure.

1 8.13 The Union President or designee shall be paid for time spent at the Second
2 Step Grievance meetings if the meetings are held during his/her regular
3 working hours.

4
5 **ARTICLE 9**

6 **NON-DISCRIMINATION**

7 9.1 Employees of the City shall have the right to form, join and participate in, or
8 to refrain from forming, joining or participating in any employee organization
9 of their own choosing. No employee shall be intimidated, restrained,
10 coerced or discriminated against by either the City or the Union because of
11 the exercise of these rights.

12 9.2 The City and the Union shall apply the provisions of this Agreement equally
13 to all employees without discrimination because of age, sex, race, color,
14 sexual orientation, religion, national origin, political affiliation, disability,
15 marital status, gender identity or membership or non-membership in the
16 Union as required by applicable federal or state law; including any
17 obligations to reasonably accommodate a disability under the Americans
18 with Disabilities Act (ADA). Any grievances concerning this paragraph shall
19 be handled in the grievance procedure only through the second step and
20 shall not be processed through arbitration.

21
22 **ARTICLE 10**

23 **DISCHARGE AND DISCIPLINE**

24 10.1 Employer reserves the right to discipline or discharge any employee for just
25 cause. It is understood by the parties that employees are subject to all
26 applicable rules and regulations of the City and the Transit System.
27 Employer agrees that disciplinary action shall be in a timely fashion and the
28 employee shall be notified of the potential of such disciplinary action within
29 thirty (30) working days of the employer becoming aware of the event giving
30 rise to the discipline, except in cases where immoral or unlawful conduct is
31 involved.

1 10.2 Any official written reprimand shall be furnished to the employee outlining
2 the reason for the reprimand. The employee will be requested to sign the
3 statement; however, that signature does not constitute or imply agreement,
4 only acknowledging receipt of the reprimand. If the employee refuses to
5 sign, the refusal shall be noted and placed in the employee's personnel file.
6 The employee shall have the opportunity to respond to the reprimand in
7 writing. This written response shall remain attached to the reprimand
8 maintained within the employee's file. Whenever possible, the City will
9 make every effort to reprimand the employee in a private manner so as to
10 avoid embarrassing the employee.

11 10.3 Disciplinary actions involving discharge, demotion, suspension with loss of
12 pay and written instructions and cautionings may be subject to the
13 grievance provisions of the Agreement. Written or verbal warnings are not
14 grievable, provided they are not placed in the employee's official personnel
15 file. Such warnings shall not be considered a "first offense" under City
16 Personnel Policies and Procedures, Policy #E-3, however, such warnings
17 may be used as a basis to substantiate future disciplinary action under
18 Policy #E-3.

19 10.4 Any discharged employee who has completed his/her probationary period
20 shall have the right to appeal said discharge directly to the second step of
21 the grievance procedure provided such appeal is made within seven (7)
22 days from the effective date of such action, computed in accordance with
23 Section 8.2(D).

24 10.5 Probationary employees on initial hire shall not be subject to the grievance
25 procedure of this Agreement except as provided in Article 23.3.

26 10.6 In imposing disciplinary measures by incremental steps based on
27 successive deficiencies in employee performance, on a current charge the
28 Transit Director will not take into consideration prior infractions of the same
29 rule which occurred more than eighteen (18) months previously, except in
30 safety violations substantiated by Personnel Policies and Procedures,

1 Policy Number E-3, and discharge cases which the overall disciplinary
2 record of the employee may be taken into consideration.

3 10.7 An employee shall have the right to review his/her personnel file at
4 reasonable times under proper supervision.

5 10.8 No telephone complaints from the public shall be made part of the
6 employee's personnel record until the employee has had the opportunity to
7 offer his/her defense of such complaint.

8 10.9 If an employee is charged with an offense which involves immoral or
9 unlawful conduct, neither such charge nor any discipline meted out in
10 connection therewith shall be subject to the grievance procedure of this
11 Agreement, unless the grievance in such cases is accompanied by the
12 signed authorization of the employee involved releasing the City and the
13 Union from any liability and authorizing the City to submit any and all
14 information and facts pertaining to the case to whomever they may concern,
15 including the Union President.

16 10.10 All applicable rules and regulations, and discipline meted out in connection
17 therewith, shall be consistently applied and administered for all employees
18 based on sound discretion and a consideration of all the facts involved in
19 each individual situation.

20 10.11 No rule or regulation shall be established which is in conflict with this
21 Agreement.

22
23 **ARTICLE 11**

24 **DESIGNATED LEAVE SYSTEM**

25 11.1 Effective the first full pay period next following October 1, 2000, Regular
26 and probationary full-time employees hired prior to 10/01/00 who are
27 covered by this Agreement and have not elected the Paid Time Off (PTO)
28 option shall accrue vacation (annual leave) based on their leave
29 progression date and shall be limited to the following schedule:
30

1

Years of Continuous Service	Rate of Accrual Per Pay Period
1 to 5 years (1 mo. thru 59 mos.)	3 Hrs. 42 Mins
5 to 10 years (60 mos. thru 119 mos.)	4 Hrs. 19 Mins
10 to 20 years (120 mos. thru 239 mos.)	5 Hrs. 14 Mins
20 years or more (240 mos. or more)	6 Hrs. 47 Mins

3

4 Regular part-time employees shall earn vacation (annual leave)
5 proportionate to their work schedule.

6 11.2

7 The maximum number of vacation (annual leave) hours that employees
8 covered by this Agreement are allowed to have, as of the anniversary of
9 their adjusted service date (leave progression date or date of permanent
employment with the City, whichever is later), are as follows:

Years of Continuous Service	Maximum Hours
1 to 5 years (1 mo. thru 59 mos.)	160
5 to 10 years (60 mos. thru 119 mos.)	192
10 to 20 years (120 mos. thru 230 mos.)	240
20 or more years (240 mos. more)	240

11

12 Employees with vacation (annual leave) balances above the maximum
13 allowed as of the anniversary of their adjusted service date (leave
14 progression date or date of permanent employment with the City, whichever
15 is later) shall have their balances reduced to the maximum allowed during
16 the pay period in which the anniversary of their adjusted service date (leave
17 progression date or date of permanent employment, whichever is later)
18 occurs. Any sick leave incentive time awarded will be added to the vacation
19 (annual leave) balance after the maximum hours have been adjusted.

- 1 11.3 Vacation (annual leave) shall continue to accrue during periods of absence
2 in which the employee is in pay status (including that period in which
3 employee is receiving workers' compensation payments from the City).
- 4 11.4 Vacation (annual leave) may be taken with Transit Director or designee
5 approval and use of vacation (annual leave) will be in quantities of not less
6 than one hour, unless otherwise approved by the Transit Director or
7 designee, or a family emergency arises. Other than as provided in Section
8 11.12, scheduling of vacations (annual leave) shall be based upon the
9 availability of manpower at straight time rates as determined by the City and
10 notification for vacation (annual leave) approval must be made at least four
11 (4) days in advance of being taken or as approved by the Transit Director or
12 designee in his/her sole discretion for extenuating circumstances.
- 13 11.5 Should a holiday occur during an employee's vacation (annual leave), that
14 day shall be charged as a holiday.
- 15 11.6 Employees shall not be paid for vacation (annual leave) earned in lieu of
16 taking a vacation (annual leave). The only time employees may be paid for
17 accrued vacation (annual leave) is upon termination.
- 18 11.7 Vacation (annual leave) shall not be granted in advance of being earned. If
19 an employee has insufficient vacation (annual leave) credit to cover a
20 vacation (annual leave), the employee shall be in a no pay status.
- 21 11.8 Employees who are transferred from one department to another shall have
22 their vacation (annual leave) credits transferred with them.
- 23 11.9 Upon termination of employment, the employee shall be entitled to
24 compensation for any earned but unused vacation (annual leave) to his/her
25 credit at the time of termination at the employee's normal straight time rate
26 of pay as set forth in the salary schedule – Exhibit A. This does not apply to
27 employees on their initial probation. The employee's official termination
28 date shall be the last day of active employment, and shall not be extended
29 due to payment for unused vacation (annual leave) time.
- 30 11.10 If an employee is called back to work during his vacation (annual leave)
31 period, the employee shall be allowed to reschedule, with special

1 consideration, any vacation (annual leave) time lost as a result of the call
2 back.

3 11.11 In the event of the death of an employee, all compensation due to the
4 employee as of the effective date of death shall be paid to the beneficiary,
5 surviving spouse, or to the estate of the employee as determined by law or
6 by executed forms in his/her personnel folder.

7 11.12 Selection of Vacations (annual leave): Schedules of the available vacation
8 (annual leave) periods for the next calendar year, up to fifty (50) weeks of
9 each year, will be posted by November 15th of the preceding year. The
10 weeks excluded from the vacation (annual leave) schedule include one (1)
11 week at the University of Florida (UF) Spring break and one (1) week at the
12 UF Summer break. The bidding of vacation (annual leave) periods must be
13 completed by December 31st of the preceding year. Vacations (annual
14 leave) will be bid in each classification by seniority and the number of
15 employees permitted to take vacation (annual leave) at any one time will be
16 based upon operational considerations.

17 Vacation (annual leave) periods once bid cannot be changed or exchanged
18 by the City unless the Transit Director or his/her designee reasonably
19 requires such because of operational requirements beyond the
20 Department's control. An employee may request to change or exchange
21 bid vacation (annual leave) time, provided such request, if granted, does
22 not unduly inconvenience the City and operational considerations permit the
23 granting of such requests. Such requests to change or exchange bid
24 vacation (annual leave) time shall be considered in the order in which they
25 are submitted in writing to the Transit Director or designee.

26 Seniority is an employee's length of continuous service with the County's
27 Transit Department, if applicable, added to the employee's continuous
28 service in the City's Transit Department.

29 Bid vacation (annual leave) shall be in increments of one (1) workweek or
30 more. Non-bid vacation (annual leave) shall not exceed three (3) work days
31 unless otherwise approved by the Transit Director.

1 SICK LEAVE

2 11.13 Regular and probationary full-time employees hired prior to 10/1/00 who are
3 covered by this agreement and have not elected the Paid Time Off (PTO)
4 option shall accrue sick leave based on their leave progression date and
5 shall be limited to the following schedule:

6 A. Employees will earn sick leave at the rate of forty-eight (48) hours
7 annually until their second anniversary. After two (2) years of
8 service, employees will earn sick leave at the rate of seventy-two
9 (72) hours annually, and after four (4) years of service, ninety-six
10 (96) hours annually. Sick leave shall be accrued on a monthly basis
11 in increments of four (4) hours, six (6) hours, or eight (8) hours per
12 month, as applicable, dependent upon length of service as set forth
13 above.

14 B. Regular part-time employees shall earn sick leave of one-half (½) the
15 amount as set forth in Section 11.13(A), except that regular part-time
16 employees who work at least thirty-five (35) hours per week shall
17 accrue full sick leave benefits.

18 11.14 Sick leave will be granted and paid at the employee's regular straight time
19 hourly rate upon approval of the Transit Director, or his/her designee for the
20 following reasons:

21 A. For absence due to personal illness, injury or temporary disability
22 (doctor's statement required for temporary disability indicating
23 approximate length of absence due to disability).

24 B. For personal medical and dental appointments.
25 Provided that when sick leave is used for the above where the
26 employee is not incapacitated, he/she shall return to duty upon
27 completion of the appointment as determined by the employee's
28 attending physician. In an incident of such sickness, a doctor's
29 statement may be required.

30 C. For absence due to a compensable injury arising out of the course of
31 City employment (employee may request the Transit Director, or

1 his/her designee, to allow him/her to remain on full pay for the period
2 which can be covered by sick leave balance when prorated with the
3 amount being paid by compensation).

4 D. An employee may use up to a maximum of 480 hours of the
5 employee's accrued sick leave, for illness of a member of the
6 employee's immediate family (defined as spouse, registered
7 domestic partner, dependent child[ren], mother or father) living in the
8 same domicile, in the year between their leave progression dates.
9 For the purpose of this article, dependent children are defined as the
10 employee's unmarried, natural, adopted, or step-child[ren], or a child
11 for whom the employee has been appointed legal guardian, or the
12 natural or adopted child[ren] of the employee's current registered
13 domestic partner, who are under the age of nineteen (19) and
14 dependent upon the employee for over half of his/her support.
15 Management may require confirmation of the illness from the
16 employee by furnishing a doctor's certificate, or any other means
17 deemed appropriate.

18 11.15 A. All employees are required to notify the designated supervisor as
19 early as possible (no later than forty-five (45) minutes prior to a shift
20 beginning before 12:00 noon and two (2) hours prior to a shift
21 beginning on or after 12:00 noon) when he/she is unable to report for
22 work because of illness or injury, giving reason for absence.
23 Employees failing to comply with this provision shall not be allowed
24 to charge their absence to sick leave unless waived by the Transit
25 Director. Operators must notify the appropriate supervisor of their
26 intent to return to work after any absence due to illness, by 12:00
27 p.m. the day before their return to work. Failure to provide such
28 notice may result in the employee being refused work. Sick leave
29 will not be granted for any sickness, injury or disability arising from a
30 felonious act on the part of employee. Sick leave will be charged
31 only against any employee's regular workday and shall not be

1 charged for absences on overtime or stand-by time. It shall be the
2 mutual obligation of the City and the Union to cooperate with each
3 other to prevent abuse of sick leave.

4 B. When a diagnosis and verification of illness or injury is required, the
5 following shall apply: The doctor's statement will be turned in to
6 Employee Health Services before the employee returns to work,
7 which statement shall detail the employee's illness, the treatment
8 made and any restrictions on the employee's ability to perform all the
9 duties normally assigned to the employee's classification. Failure to
10 provide such a statement, or refusal by the employee's doctor to
11 allow the City to verify the statement, if such is requested, shall
12 preclude the use of sick leave and the employee returning to work.
13 Expenses of a doctor resulting from the verification of illness or injury
14 shall be the responsibility of the employee except if he/she is
15 required to obtain such from a doctor selected by the City.
16 Excessive absenteeism due to illness or injury may result in
17 discipline being imposed.

18 C. If the appropriate supervisor determines from personal observation
19 that an employee reporting to duty is too sick to work, he/she may be
20 required to report to the City's doctor or nurse to determine whether
21 the employee is fit to work.

22 D. In all cases where an employee is required to report to the City's
23 doctor to obtain a written statement of diagnosis verifying illness or
24 injury, the failure by the doctor to substantiate the employee's claim
25 of illness or injury will preclude use of sick leave. In all cases where
26 the employee is required to report to Employee Health Services,
27 failure to do so will preclude the use of sick leave.

28 11.16 An employee absent for three (3) or more consecutive workdays shall be
29 required to report to Employee Health Services prior to returning to work to
30 verify that the employee is fit to work. An employee shall remain in sick
31 leave status until he/she is released by Employee Health Services and

1 reports to his/her work site. This provision may be waived temporarily by
2 Management for employees returning to work anytime that Employee
3 Health Services is not open, **except in cases of injury in which this**
4 **provision shall apply.** Such absence shall require a doctor's written
5 statement of diagnosis verifying illness or injury which will be turned in to
6 Employee Health Services, or a similar statement from the City's
7 Occupational Health Nurse which will be turned in to the appropriate
8 supervisor, or sick leave will not be allowed. A doctor's written statement of
9 diagnosis verifying illness or injury of less than three (3) consecutive days
10 shall be required by the City in cases of frequent use of sick leave or when
11 the pattern of sick leave usage indicates potential abuse of sick leave
12 privileges. If this doctor's statement is to be required on a continual basis,
13 the employee shall be so notified, in writing, prior to the imposition of such
14 requirement. The duration of each such requirement shall not exceed one
15 (1) year. A copy of such notice shall be placed in the employee's master
16 personnel file. The employee may be required by the Transit Director, or
17 his/her designee, to obtain a written statement of diagnosis verifying illness
18 or injury from the City's doctors prior to returning to work. Expenses of
19 obtaining a statement from the City's doctor shall be borne by the City.
20 Expenses of a doctor other than the City's doctor, if any, resulting from
21 verification of illness or injury, shall be the responsibility of the employee.

22 11.17 Sick leave may not be charged in increments of less than one (1) hour
23 without prior approval by the Transit Director or his/her designee. Sick
24 leave shall not be granted in advance of being earned. When an employee
25 has insufficient sick leave credit to cover a period of absence, vacation
26 (annual leave) will be used and, if none is available, the employee shall be
27 in a no pay status.

28 11.18 Should a holiday occur during an employee's sickness, the sick day shall be
29 charged as a holiday.

30 11.19 Sick leave shall accrue during a period of absence on which the employee
31 is in pay status.

1 11.20 Employees who are transferred from one department to another shall have
 2 their sick leave credits transferred with them.

3 11.21 The sick leave incentive award will be given by the City to employees who
 4 use little or no sick leave during a period of one (1) year. Eligibility for the
 5 incentive award shall be based on:

- 6 1. Date of hire or adjusted service date (leave progression date).
- 7 2. The amount of sick leave, or vacation (annual leave) in lieu of sick
 8 leave, used in previous year of service that was not FMLA qualified.

9 11.22 The incentive award will be credited to an employee's accrued vacation
 10 (annual leave) and may be used as set forth in Article 11. The incentive
 11 award is computed on the following basis for each year of eligibility.

Sick Leave, or Vacation in Lieu of Sick Leave, Used	Work Hours Awarded
2 hrs or less	32
More than 2 thru 10	24
More than 10 thru 20	16
More than 20	None

13
 14 **ARTICLE 12**

15 **PAID TIME OFF LEAVE (PTO) SYSTEM**

16 12.1 All regular and probationary full-time and part-time employees covered by
 17 this agreement hired on or after 10/1/2000 or who enter the Deferred
 18 Retirement Option Program (DROP) on or after 10/1/06, are automatically
 19 covered by this article. In addition, any regular or probationary full-time
 20 and part-time employee hired prior to 10/1/2000 and any employee
 21 currently in the DROP who make a one-time irrevocable election to select
 22 this leave system is also covered by this article rather than Article 11.

23 12.2 Paid Time Off (PTO) is a single leave bank system that combines earned
 24 vacation time (annual leave), earned sick time and optional holidays. This
 25 system does not include City-designated holidays; nor does it include any
 26 event-based leave which may be additionally authorized based on the
 27 occurrence of specific events.

28 12.3 Transition Plan for Employees Hired Prior to October 1, 2000 who elect to

1 move to the PTO System and for any employee who enters the DROP on
2 or after October 1, 2006:

3 A. An employee hired prior to October 1, 2000, may elect at any time
4 to move to the PTO System at the beginning of any pay period.

5 B. Any employee who enters the DROP on or after October 1, 2006,
6 is automatically moved to the PTO System if he/she is not already
7 enrolled in the PTO System.

8 C. If an employee elects to move to the PTO System or enters the
9 DROP on or after October 1, 2006, the following conditions will
10 apply:

11 1. No transfer back to the "old plan" (Sick/Vacation) will be
12 permitted.

13 2. No loss of accrued leave will occur, meaning that all unused
14 accrued sick leave will be transferred to the employee's
15 Personal Critical Leave Bank (PCLB) account and all
16 unused accrued vacation (annual leave) will be transferred
17 to the employee's Paid Time Off (PTO) account.

18 3. At the employee's first anniversary date (leave progression
19 date) after election/transfer, he/she will be eligible to select
20 any options available under the PTO System provided the
21 PCLB requirements are met.

22 4. The PCLB requirements of the PTO System will prevail
23 beginning the date of election/transfer.

1 12.4 Annual Accrual Rates:

Years of Continuous Service	Rate of Accrual Per Pay Period
0 to 5 years (1 mo. thru 59 mos.)	6 Hours 10 Minutes
5 to 10 years (60 mos. thru 119 mos.)	7 Hours 42 Minutes
10 to 15 years (120 mos. thru 179 mos.)	8 Hours 37 Minutes
15 to 20 years (180 mos. thru 239 mos.)	9 Hours 14 Minutes
20 to 25 years (240 mos. thru 299 mos.)	10 Hours 28 Minutes
25 years or more (300 mos. or more)	10 Hours 47 Minutes

15

16 12.5 Scheduled Paid Time Off (PTO) may be used for any purpose an eligible
 17 employee deems necessary. PTO shall be taken in increments of not less
 18 than one (1) hour. Accrued time can be used as soon as it is accrued, but
 19 in no event can it be taken prior to actual accrual.

20 12.6 Selection of Vacations:

21 Schedules of the available vacation periods for the next calendar year, up
 22 to fifty (50) weeks each year, will be posted by November 15th of the
 23 preceding year. The weeks excluded from the vacation schedule include
 24 one (1) week at the University of Florida (UF) Spring break and one (1)
 25 week at the UF Summer break. The bidding of vacation periods must be
 26 completed by December 31st of the preceding year. Vacations will be bid
 27 in each classification by seniority and the number of employees permitted
 28 to take vacation at any one time will be based upon operational
 29 considerations.

30 Vacation periods once bid cannot be changed or exchanged by the City
 31 unless the Transit Director reasonably requires such because of
 32 operational requirements beyond the Department's control. An employee
 33 may request to change or exchange bidded vacation time, provided such
 34 request, if granted, does not unduly inconvenience the City and

1 operational considerations permit the granting of such request. Such
2 requests to change or exchange bidded vacation time shall be considered
3 in the order in which they are submitted in writing to the Transit Director or
4 designee.

5 Seniority is an employee's length of continuous service with the County's
6 Transit Department, if applicable, added to the employee's continuous
7 service in the City's Transit Department.

8 Bid vacation shall be in increments of one (1) work week or more. Non-
9 bid vacation shall not exceed three (3) work days unless otherwise
10 approved by the Transit Director.

11 12.7 The first sixteen hours of any absence will be deducted from the
12 employee's PTO leave account except as otherwise provided in Article 20,
13 (Workers' Compensation), or Article 21 (Leave of Absence With or
14 Without Pay). Absences that do not meet the advance notice
15 requirements of the department will be considered unscheduled leave. If
16 an employee does not have sufficient accrued unused PTO to cover the
17 period of absence the employee will be put on leave without pay for the
18 first sixteen (16) hours or that portion thereof.

19 12.8 A. Whenever unscheduled leave is taken, employees will be required
20 to notify their supervisor. Generally, an employee will be allowed to
21 take up to five (5) occurrences of unscheduled leave in a one-year
22 period. After five (5) occurrences, the Transit Director may require
23 certification/documentation of absence. All employees are required
24 to notify the appropriate supervisor as early as possible (no later
25 than forty-five (45) minutes prior to a shift beginning before 12:00
26 noon and two (2) hours prior to a shift beginning on or after 12:00
27 noon) when he/she is unable to report for work. Employees failing
28 to comply with this provision may not be allowed to charge their
29 absence to PTO or PCLB and shall preclude the employee
30 returning to work. Operators must notify the appropriate supervisor
31 of their intent to return to work after any unscheduled absence, by

1 12:00 p.m. the day before their return to work. Failure to provide
2 such notice may result in the employee being refused work. A
3 doctor's written statement of diagnosis verifying illness or injury
4 shall be required by the City to be turned into Employee Health
5 Services prior to returning to work in cases of frequent use of
6 unscheduled leave or when the pattern of unscheduled usage
7 indicates potential abuse of leave privileges. If this doctor's
8 statement is to be required on a continual basis, the employee shall
9 be so notified, in writing, prior to the imposition of such
10 requirement. The duration of each such requirement shall not
11 exceed one (1) year. A copy of such notice shall be placed in the
12 employee's master personnel file. The employee may be required
13 by the Department Head, or his/her designee, to obtain a written
14 statement of diagnosis verifying illness or injury from the City's
15 doctors prior to returning to work. Failure to provide such a
16 statement shall preclude the use of PTO or PCLB and returning to
17 work. Excessive unscheduled leave usage may result in
18 disciplinary action in accordance with City policy. Expenses of
19 obtaining a statement from the City's doctor shall be borne by the
20 City. Expenses of a doctor other than the City's doctor, if any,
21 resulting from verification of illness or injury, shall be the
22 responsibility of the employee.

23 B. In the interest of keeping a healthy workforce, the employee's
24 supervisor has the right to send an employee, who appears to be ill
25 or who may be a health risk to co-workers, to Employee Health
26 Services (EHS). If EHS determines that the employee should be
27 sent home due to the illness, the time will be considered scheduled
28 PTO leave for the first sixteen (16) scheduled work hours following
29 such determination. For after-hours and weekend shifts, the
30 supervisor shall have the right to send the employee home due to
31 illness as scheduled leave.

1 12.9 For purposes of overtime, scheduled PTO leave will be counted as hours
 2 worked and PCLB or unscheduled PTO leave will not be counted as hours
 3 worked.

4 12.10 Maximum Accrual (Carryover Cap):

5 Carryover of accrued PTO is permitted as follows:

Years of Continuous Service	Carryover Permitted
0 to 5 years (1 mo. thru 59 mos.)	160 Hours
5 to 10 years (60 mos. thru 119 mos.)	200 Hours
10 to 15 years (120 mos. thru 179 mos.)	224 Hours
15 to 20 years (180 mos. thru 239 mos.)	240 Hours
20 to 25 years (240 mos. thru 299 mos.)	272 Hours
25 years or more (300 mos. or more)	280 Hours

6
 7 The maximum accrual shall be calculated as of the employee's
 8 anniversary date (leave progression date). All hours over the PTO accrual
 9 cap must be either used or allocated to the options outlined below at the
 10 employee's anniversary date (leave progression date) each year, except
 11 that, if an employee has less than 240 hours in a PCLB on his/her
 12 anniversary date (leave progression date), he/she must first deposit the
 13 appropriate amount of time in the PCLB to meet the minimum
 14 requirement.

15 12.11 Upon separation from the City, an employee shall be paid for accrued
 16 unused PTO leave credits up to the maximum carryover cap as listed
 17 above. Unused PTO leave credits paid at termination shall not be
 18 included in the calculation of final average earnings for pension purposes.

19 12.12 Personal Critical Leave Bank (PCLB):

20 It is recommended that the employee establish a PCLB, on his/her leave
 21 progression date, by depositing some number of hours of his/her PTO into
 22 the PCLB. The PCLB is used for the seventeenth (17) consecutive hour

1 and beyond of absence due to any injury/illness of the employee or the
2 employee's immediate family (defined as spouse, dependent child[ren],
3 mother, father, or registered domestic partner) requiring the employee to
4 be absent and may require documentation by a certified physician,
5 hospital or Employee Health Services as determined by his/her
6 Manager/designee. For the purpose of this article, dependent children are
7 defined as the employee's unmarried, natural, adopted, or step-child[ren],
8 or a child for whom the employee has been appointed legal guardian, or
9 the natural or adopted child[ren] of the employee's current registered
10 domestic partner, who are under the age of nineteen (19) and dependent
11 upon the employee for over half his/her support.

12 12.13 Employees may use a maximum of 464 hours of PCLB for family-related
13 illness in the year between their leave progression dates. If an employee
14 does not have sufficient PCLB to cover the absences, the employee's
15 time will be charged to PTO prior to entering a "no pay" status.

16 12.14 A. Any unused PCLB credits earned on or before September 30, 2012
17 shall be credited as additional service credit for determining pension
18 benefits. No cash payment for unused PCLB hours will be allowed at
19 retirement, resignation or termination.

20 B. For service earned on or after October 1, 2012, no additional
21 months of service shall be credited for unused PCLB credits earned on or
22 after October 1, 2012. In calculating credited service on or after October
23 1, 2012, the lesser number of months between the additional months of
24 service credited for unused PCLB credits earned on or before September
25 30, 2012 and the months of unused PCLB credits available to a member
26 at the time of his or her retirement shall be used.

27 12.15 There is unlimited accumulation of time in the PCLB.

28 12.16 Effective January 1, 2009 an employee may transfer any number of PTO
29 leave hours (in one hour increments) to a PCLB account at any time and
30 may enroll in recurring contributions (on a bi-weekly basis) during Open
31 Enrollment each year beginning in October 2009.

- 1 12.17 A. In addition, provided the employee has accumulated 240 hours in a
2 PCLB at their leave progression date, the employee will be
3 permitted to convert up to forty (40) hours of PTO to cash on
4 his/her anniversary date (leave progression date) to be paid via
5 payroll check. Hours converted to cash will not be included in the
6 pension base nor used for final average earnings calculations.
- 7 B. After initially using the conversion to cash option or any portion
8 thereof, the employee may request to convert up to forty (40)
9 additional hours of PTO to cash on a subsequent leave progression
10 date, provided he/she has at least 240 hours in the PCLB at their
11 leave progression date. In addition, the employee (except DROP
12 participants) must demonstrate that during the past twelve-month
13 period he/she has put at least 1% of his/her base pay into a City-
14 sponsored deferred compensation account. (The 1% contributions
15 requirement does not apply to DROP participants.)
- 16 C. In order to use the conversion to cash option, the employee must
17 submit a written request to the timekeeper on the form provided at
18 least fourteen (14) calendar days in advance of his/her leave
19 progression date. Failure to do so will result in the revocation of
20 the conversion to cash option for that leave progression year.
- 21 12.18 Should an employee have more than the allowable carryover cap on
22 his/her anniversary date (leave progression date) and fail to choose one
23 of the above options, the number of hours over the allowable carryover
24 cap will automatically default into the employee's PCLB. The only option
25 available to an employee who has more than the allowable carryover cap
26 on his/her anniversary date (leave progression date), but less than 240
27 hours in their PCLB, is to deposit excess hours first into the PCLB to meet
28 the 240-hour requirement.
- 29 12.19 Donations to other employees:
30 An employee may donate time from accrued PTO leave credits to another
31 employee for whom a leave donation fund has been established in

accordance with City policy. This option does not necessarily have to occur at the employee’s anniversary date (leave progression date), but rather whenever an eligible leave bank is established. No minimum PCLB balance is required for donations of PTO to a leave donation bank.

ARTICLE 13

HOLIDAYS

13.1 The City observes the following paid holidays, but reserves the right to schedule work on these days. The day on which the holiday is observed by the City shall be considered to be the paid holiday. Regular and probationary full-time employees covered by this Agreement are entitled to the paid holidays listed below. Regular part-time employees shall earn holiday leave based on Section 13.2:

- New Year's DayObservance Date
- Martin Luther King, Jr.'s Birthday.....Observance Date
- Memorial Day..... Last Monday in May
- Independence DayObservance Date
- Labor DayFirst Monday in September
- Veterans' DayObservance Date
- Thanksgiving DayFourth Thursday in November
- Day After Thanksgiving.....Friday after Thanksgiving
- Christmas DayObservance Date
- Christmas EveObservance Date

13.2 Regular part-time employees who do not work on the holiday are entitled to four (4) hours holiday pay for each holiday provided they were in a pay status or on call/stand-by for a full day on his/her assigned workdays immediately before and after the day on which the holiday is observed.

1 Regular part-time employees working thirty-five (35) or more hours in the
2 week that the holiday falls within shall be entitled to eight (8) hours holiday
3 pay if in a pay status for a full day on his/her assigned workdays
4 immediately before and after the day on which the holiday is observed.

5 13.3 To be eligible for a paid holiday, an employee must be in a pay status for a
6 full day on his/her assigned workday immediately before and after the day
7 on which the holiday is observed. Employees who report late for work on
8 the day before or after a holiday may use their accrued PTOU or Vacation
9 Leave (unscheduled), if available, and will lose double the time they were
10 late from their holiday pay. These requirements may be waived by the
11 Transit Director or designee (in his/her sole discretion) in cases of late
12 reports or situations of extenuating circumstances. However, time will still
13 be charged to Leave Without Pay (LWOP) if no leave time is available.

14 13.4 Whenever an observed holiday occurs on an employee's scheduled day off
15 and the employee does not work thereon, the employee shall receive eight
16 (8) hours at their straight time hourly rate of pay for the holiday. Part-time
17 employees are handled in accordance with Section 13.2.

18 13.5 Work on a holiday falling on an employee's regularly scheduled workday
19 shall be paid for the hours worked at the straight time hourly rate of pay. In
20 addition, the employee shall be entitled to holiday pay that is equal to
21 his/her regular bidded run for the day the holiday is observed.

22 13.6 Should an employee be required to work on a holiday falling on his/her day
23 off, the employee shall be paid for the hours worked plus eight (8) hours at
24 the straight time hourly rate of pay for the holiday. Part-time employees are
25 handled in accordance with Section 13.2.

26 13.7 Failure to report for work on a holiday after having been scheduled or
27 requested to work on such holiday, shall be just cause for denial of holiday
28 pay.

29 13.8 Should a holiday occur during an employee's sickness, the sick day shall be
30 charged as a holiday.

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ARTICLE 14

HOURS OF WORK AND OVERTIME PAYMENT

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14.1 The provisions of this Article are intended to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week or as limiting the right of the City to fix the number of hours of work (including overtime) either per day or per week for such employee. Departmental Management will establish the basic workweek and hours of work best suited to meet the needs of the department and to provide superior service to the community. Except where an emergency situation exists, before the City changes its policy involving the basic workweek and hours of work, where such policy change amounts to a significant deviation from past practice, the City will notify the Union and offer the Union an opportunity to discuss the proposed change.

- 14.2 A. The workweek shall consist of four (4) or five (5) days within a period of seven (7) consecutive days for all employees except for part-time employees who may be assigned work according to the needs of the Department.
- B. The normal workweek for office clerical and maintenance shall consist of forty (40) hours per week. The normal workday shall consist of eight (8) or ten (10) hour shifts as near as possible, exclusive of the lunch period, within a twenty-four (24) hour period.
- C. Regular Transit Operators who work a regular bidded run shall be paid at least forty (40) hours of pay for such workweek provided they fulfill all required work assignments during the entire workweek.
- D. All operators whose routes are affected by campus breaks and who make themselves available to work open work during campus breaks shall be paid at least forty (40) hours of pay for such workweek. In no event shall bidded overtime be paid for time not actually worked. These operators shall indicate their availability by calling the Control

1 Center recorded line by 12:00 p.m. requesting a work assignment for
2 the following day.

3 E. Open work that can be scheduled the previous day shall be assigned
4 whenever possible at straight time to standby operators who have
5 not accrued forty (40) hours before being assigned as overtime in
6 accordance with section 14.5. The City agrees to provide the Union
7 with a copy of the "RTS Summary of Hours Worked and Hours of
8 Leave" report on a bi-weekly basis.

9 14.3 All authorized and approved work performed or hours earned as set forth in
10 Section 14.4 by an employee in a classification eligible for overtime, in
11 excess of forty (40) hours in any one workweek, shall be paid at the
12 overtime rate of one and one-half (1½) times the employee's hourly rate of
13 pay as set forth in Exhibit A.

14 14.4 Holidays and Paid Time Off Scheduled (PTOS) shall count as hours worked
15 for the purpose of computing overtime. Vacations (Annual Leave), sick
16 leave, PCLB, PTO unscheduled (PTOU) and injury leave (Workers'
17 Compensation) shall not count for the purpose of computing overtime.

18 14.5 A. Opportunities to perform open work assignments will be distributed
19 among employees in accordance with seniority ranking by
20 classification.

21 B. The distribution of open work assignments will be paid at a straight
22 time rate of pay first, in the following order of classification:

- 23 1. Regular Full-time Operators
- 24 2. Regular Standby Operators
- 25 3. Regular Part-time Operators
- 26 4. Temporary Standby Operators

27 C. Once open work assignments, to the extent possible, have been
28 distributed at straight time rates, the remaining work will be
29 distributed on an overtime basis.

30 D. In order to be eligible for overtime, operators must have previously
31 signed the overtime request log located in the dispatch office. This

1 log will be available for drivers to sign up for overtime until 12:00
2 p.m. on the day preceding the open work assignment. Once an
3 operator signs the overtime request log, he/she may remove
4 his/her name only until 12:00 p.m. on the day preceding the open
5 work assignment. **NO ONE EXCEPT THE OPERATOR MAY SIGN
6 OR REMOVE HIS/HER NAME FROM THE OVERTIME REQUEST
7 LOG, EXCEPT IN THE CASE OF AN EMERGENCY WHERE THE
8 SUPERVISOR MAY REMOVE THE OPERATOR'S NAME, IF
9 ASKED TO DO SO BY THE OPERATOR.** If the operator's name
10 remains on the log after that time, he/she is obligated to perform
11 the open work overtime assignment, if called. Refusal to work the
12 overtime assignment will result in disciplinary action as described in
13 City Policy.

14 E. The schedule will be posted by 4:00 p.m. daily for the next work
15 day assignment; with the Monday list being posted on the
16 preceding Friday. Operators on the overtime list will be assigned
17 overtime in order of seniority, with the most senior operator who is
18 available to fill the **entire** open work assignment being assigned
19 first. **Operators who are not working the day prior to the day
20 they have signed to work overtime, must check the overtime
21 board or call the CONTROL CENTER to find out whether or not
22 they have been assigned overtime work. An operator who has
23 been assigned overtime work and fails to show up at the
24 scheduled work time, is considered to have refused the
25 overtime assignment.**

26 **Note:** A senior employee who has signed up for and been called to
27 work overtime, must work the overtime and may not refuse/decline
28 it even if employees with less seniority remain on the overtime list
29 below him/her.

30 F. Operators will sign up for overtime based on assignment
31 preference, i.e., designate whether he/she wants morning,

1 afternoon, special event or ANY overtime assignment. The
2 operator may also specify particular available hours of the day if
3 he/she is only available during specific time periods. The actual
4 hours available will be entered in the column labeled "Anytime or
5 Hours Available" rather than the check mark (√) or an "X" used for
6 anytime availability. The sign-up sheets will contain the date and
7 day of the week, as well as spaces for employee names and
8 designating preferences. (See example of Overtime Sign-up Form
9 below)
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EXAMPLE OF OVERTIME SIGN-UP FORM:

Overtime Sign-up Form 10/03					
10/02/00					
Monday					
Employee Name	Employee Number	Anytime or Hours Available	AM Only	PM Only	Special Events

NOTE: Only the operator may sign or remove his/her name from this list, except in an emergency, when a supervisor may remove the name at the operator's request. Refusal to work overtime after putting name on list may result in disciplinary action.

1 The employee will personally print his/her name in the appropriate
2 column and then indicate with a check mark (√) or an "X", his/her
3 preference for overtime assignments, e.g., a.m. only, p.m. only,
4 anytime, etc. The exception shall be an entry of actual hours in the
5 "Anytime or Hours Available" column when the operator is only
6 available for a specific time period.

7 G. Overtime will be assigned in accordance with Article A of this
8 section. Specific runs will be assigned by Departmental
9 Management with the following priority: The senior-most operator
10 will be assigned to the piece of open work with the greatest number
11 of pay hours within the requested time period (AM, PM, etc.) that
12 he/she is available to work, the next senior operator will be
13 assigned to the next piece of open work with the greatest number
14 of hours he/she has requested to work (AM, PM, etc.) that he/she
15 is available to work, etc. with the least senior operator being
16 assigned the work with the least number of pay hours. This
17 process will continue until all open work assignments are filled on a
18 rotating basis by seniority. For next day assignments, open work
19 will be assigned to the most senior employee on the overtime list
20 who did not obtain a work assignment or was not given the
21 opportunity to work the previous day.

22 **Note:** Employees will need to sign the overtime sheet on a daily
23 basis in order to be considered for overtime assignments.

24 H. In the event there are more overtime assignments than operators
25 on the overtime list, the City retains the right to assign overtime
26 work. All such overtime will be assigned in the inverse order of
27 seniority beginning with the junior-most temporary standby operator
28 and then regular operators with bidded runs who are available to fill
29 the entire piece of work.

30 **Note:** The employee performing the dispatch function will log all
31 overtime call attempts. His/her log will be used as the official

1 document in resolving disputes over who was or was not called for
2 overtime. This log will contain the name of the operator called, the
3 date and time of the call as well as the initials of the person making
4 the call.

5 I. Any operator assigned overtime by Departmental Management,
6 who refuses to perform the work assigned, will be subject to
7 disciplinary action.

8 J. Managerial employees, other than in emergency situations or for
9 purposes of training or education, shall not be called on to perform
10 bargaining unit functions.

11 K. Either party may reopen this article once during the life of this
12 agreement with thirty (30) days written notice to the other party.

13 14.6 There shall be no duplication or pyramiding in the computation of overtime
14 or other premium wages and nothing in this Agreement shall be construed
15 to require the payment of overtime or other premium pay more than once
16 for the same hours worked or to pay overtime or other premium pay where
17 such work can be covered by straight time hours.

18 14.7 Employees shall not be required to take time off or change their day off on
19 their regular bid assignment in order that payment of overtime may be
20 avoided.

21 14.8 When an employee in a position eligible for overtime, after departing from
22 his/her regularly scheduled shift, is officially ordered to and does report
23 back to work, he/she shall receive compensation for a minimum of two (2)
24 hours at the applicable rate. The minimum time provided herein does not
25 apply if an early call-in period extends into the start of the employee's
26 regular work period. If an employee is dispatched to more than one (1) job
27 before the end of the basic two (2) hour period, no extra time will be
28 allowed.

29 14.9 All overtime shall be authorized by the Department Head or a subordinate, if
30 such authority has been specifically delegated to him/her.

1 14.10 In all instances, employees required to work past a fourteen (14) hour
2 spread shall receive time and a half (1½) overtime pay for all time
3 exceeding the fourteen (14)-hour period starting from the first report time in
4 a twenty-four (24) hour period unless an interval of eight (8) or more hours
5 occurs between assignments. Except as provided under Article 5.3, the
6 City does not retain the right to require overtime work in excess of fourteen
7 (14) hours per day within a twenty-four (24) hour period.

8
9 **ARTICLE 15**

10 **BEREAVEMENT LEAVE**

11 15.1 In the event of death in an employee's immediate family, he/she shall be
12 granted bereavement leave with pay by the employee's Department Head
13 for three (3) working days. Bereavement leave must be taken within five (5)
14 calendar days of the death and/or funeral/memorial service of the
15 employee's immediate family. The employee shall be required to furnish to
16 Management such information as may be requested to properly administer
17 this Article. Leave granted in the event of death of a relative other than
18 those in the immediate family shall be charged as vacation (annual leave)
19 or PTO.

20 15.2 For the purpose of this Article, the following relationships shall be
21 considered immediate family: father, mother, foster parent, brother, sister,
22 spouse, registered domestic partner, son, daughter, natural or adopted
23 children of registered domestic partner, father-in-law, father of registered
24 domestic partner, mother-in-law, mother of registered domestic partner,
25 natural grandfather and natural grandmother. Step children and foster
26 children of the employee, spouse, or registered domestic partner living in
27 the same domicile are also considered immediate family.

28 15.3 Employees taking bereavement leave shall be compensated at their straight
29 time hourly rate of pay as set forth in Exhibit A (pay plan) for the time off
30 work.

1 15.4 Regular part-time employees are eligible to receive bereavement leave
2 proportionate to their work schedule.

3
4 **ARTICLE 16**

5 **JURY DUTY**

6 16.1 Any employee covered by this Agreement who is required to perform jury
7 service during his/her normal working hours in a City, County, or Federal
8 court shall be paid his/her regular straight time hourly rate for the period of
9 such service. Employees receiving a summons for jury duty must notify
10 their immediate supervisor promptly or as soon as possible after receiving
11 such notice. Any employee failing to make such notification will not be paid
12 for the period of said absence. A Request for Leave form must be
13 completed by the employee with a copy of the court summons attached and
14 must be approved by the Department Head or appropriate authority prior to
15 payment for such time off.

16 16.2 Any employee covered by this Agreement who is required to appear in a
17 court of law during his/her normal working hours in response to a legally
18 valid subpoena shall be paid his/her regular straight time hourly rate for
19 those hours absent from work; provided that either the employee is required
20 to testify on behalf of the City, or, that the City be a party to the case and
21 the employee is required to testify because of conduct arising out of and in
22 the course of his/her employment with the City while actually on duty; and
23 provided further, that in no other case shall employees covered by this
24 Agreement be paid by the City including any case where the Union or the
25 employee is a party to the case directly or as a member of a class.
26 Employees receiving such subpoena must notify their immediate supervisor
27 promptly and submit evidence of such service as a witness. Any witness
28 fee which the employee receives shall be endorsed and promptly
29 transmitted by the employee to his appropriate supervisor for forwarding to
30 the Finance Department.

1 16.3 An employee who is excused from jury duty or from appearance as a
2 witness during his/her normal working hours must report to his/her
3 supervisor to determine if he/she will be required to work the remainder of
4 his/her normal work schedule.

5 16.4 In the event an employee is on Jury Duty, his/her work schedule may be
6 altered so as to accommodate the jury duty scheduling.

7
8 **ARTICLE 17**

9 **HOSPITALIZATION AND LIFE INSURANCE**

10 17.1 The City and employees shall pay bi-weekly for Health Insurance coverage.

11
12 Any future premium increases shall be shared equally by the employee and
13 the employer; provided that the employee shall not pay more than twenty
14 percent (20%) of the total premium for Employee only.

15 17.2 Part-time employees shall pay bi-weekly for Health Insurance on a three
16 quarter ($\frac{3}{4}$) or one-half ($\frac{1}{2}$) time based upon the budgeted level of their part-
17 time position.

18 17.3 The City, during the term of this Agreement, will pay 100% of the premium
19 cost for life insurance.

20
21 **ARTICLE 18**

22 **TUITION REIMBURSEMENT**

23 18.1 General:

24 It is the intention of this article to provide funds to employees for educational
25 reimbursement. This article is exclusive of City in-house training.

26 18.2 Tuition Reimbursement:

27 The City of Gainesville will provide funding to support this program and to
28 assist employees with accredited educational tuition costs in accordance
29 with City Policy and Procedure.

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ARTICLE 19

MISCELLANEOUS EMPLOYEE BENEFITS

19.1 When an employee is required to use his/her personal automobile in the performance of City business, said employee will be reimbursed for operating expenses at the rate outlined in the City's Travel Policy exclusive of mileage traveled to and from his/her work location.

19.2 The City shall provide replacement uniforms and/or shoes to each employee annually in November, not to exceed \$250.00 to each employee required to wear a transit uniform. It is the employee's responsibility to maintain his/her uniforms in what the City deems a presentable condition and replace uniforms as required. The City shall discuss its selection of a supplier with the Union. In the event the City provides new uniforms, the next annual payment, during the life of this Agreement, shall be waived.

19.3 A. Biennial physical examinations may be given to all regular full-time employees covered by this Agreement in accordance with the regulations issued by the Florida Department of Transportation and as may be amended.

B. The examinations for those covered under the regulations shall include required drug screening tests as required by state and/or federal regulations imposed by the Department of Transportation and as may be amended.

C. For non-drivers, periodic physical examinations may be given to all regular full-time employees as follows: At age 30, 40 and every 5 years thereafter. The examinations for non-drivers are voluntary on both the part of the City and the employee.

D. The City Nurse and/or City doctor may prescribe more extensive tests should the physical history or preliminary lab work indicate a need for a more extensive physical.

The City Nurse and/or City doctor may require the employee to submit to regular blood pressure checks and/or other tests, lab work, physical

1 examination, etc. as they deem necessary. Tests will be scheduled at the
2 City's discretion. When possible, tests will be given during work hours
3 and/or immediately before or after work. If not possible to schedule during
4 work hours, the employee shall be paid accordingly. Employees who are
5 attending medical appointments as the result of Workers' Compensation
6 claims shall be paid in accordance with the provisions of Article 20
7 (Workers' Compensation).

8 19.4 The City agrees to provide transportation to and from all work sites when a
9 given assignment begins or ends at any location away from the Transit
10 compound, excepting the first report, provided that operational
11 considerations permit.

12 19.5 Employees who are selected by the City to assist in instructing new
13 operator/trainees in all aspects of the operation and handling of transit
14 system equipment shall receive \$1.00 per hour above their regular hourly
15 rate of pay for such time worked.

16 19.6 All ATU-represented employees are encouraged to have direct deposit of
17 their payroll checks. New employees, as of December 8, 1997 as a
18 condition of employment, will be required to have and maintain a direct
19 deposit account for the purpose of receiving their employment
20 compensation.

21 19.7 Operators may be required, on occasion, to perform clerical duties,
22 dispatching, telephone reservations/scheduling, and other job related
23 duties except mechanical maintenance and exterior washing of their
24 vehicles. Training will be provided by the City and will assign such duties
25 when necessary. Exterior washing and fueling of vehicles may be done
26 on a voluntary basis.

27 19.8 OUT OF CLASS*
28 Employees assigned by the Transit Director or designee to work out-of-
29 class in a higher paid bargaining unit classification for at least forty (40)
30 hours within the pay period, including holidays, shall be paid for such time
31 at five percent (5%) above their straight time rate of pay or base of the

1 higher classification which ever is higher, but not to exceed the maximum
2 rate of pay assigned to the higher classification.

3
4 * Working Out-Of-Class – Performing all the functions of a higher
5 classification.

6 SPECIAL ASSIGNMENT**

7 Employees assigned by the Transit Director or designee to work on a
8 special assignment for at least forty (40) hours within the pay period,
9 including holidays, shall be paid for such time at five percent (5%) above
10 their straight time rate of pay.

11
12 **Special Assignment – Performing some, but not all the duties of another
13 classification or performing duties substantially above those of the
14 employee’s regular classification

15
16 Selection for these assignments will be at the sole discretion of the Transit
17 Director or designee. The Director or designee will consider criteria such
18 as, but not limited to:

- 19 A. Extensive knowledge of the RTS routes and operations
- 20 B. Consideration of their past disciplinary record
- 21 C. Minimum of one year employment at RTS
- 22 D. Employee seniority will be used as a tie breaker

23 19.9 Transit Operator Trainees, upon hire, will be required to sign a Trainee
24 Contract requiring the Trainee to repay the City (prorated) for the cost of
25 training and equipment if the Trainee leaves employment before two (2)
26 years. This is to include the cost of training, wages, benefits, supplies and
27 uniform (if appropriate), during the training period.

28
29 **ARTICLE 20**

30 **WORKERS' COMPENSATION**

31 20.1 Payment of workers' compensation benefits to all employees who are
32 disabled because of an injury arising out of, and in the course of,

1 performing their duties with the City will be governed as follows: Full
2 workers' compensation benefits as provided in accordance with the
3 Workers' Compensation Law, Chapter 440, Florida Statutes.

4 20.2 Whenever an employee is absent due to a compensable injury, he shall
5 receive his regular pay for the first fifteen (15) calendar days of such
6 absence, but such payment shall not, when added to workers'
7 compensation benefits total more than the normal take-home pay (gross
8 base pay minus taxes), received by the employee immediately prior to such
9 absence.

10 20.3 An employee sustaining a lost-time injury may use sick leave or PCLB and
11 if exhausted vacation (annual leave) or PTO, except for a FMLA qualifying
12 event in which case, vacation (annual leave) or PTO may be used prior to
13 the use of sick leave or PCLB. The request must be made to the
14 Department Head to allow the employee to remain on full pay for the period
15 which can be covered by the sick leave or vacation leave balance when
16 prorated with the amount being paid by workers' compensation as set forth
17 in paragraph 1.

18 20.4 An employee will continue to earn vacation leave and sick leave during the
19 period of disability if in a pay status.

20 20.5 After employees are authorized to return to rehabilitative duty, they shall
21 receive no further benefits under this Article nor shall they be entitled to
22 elect to take sick leave or PCLB in lieu of returning to work.

23
24 **ARTICLE 21**

25 **LEAVE OF ABSENCE WITH OR WITHOUT PAY**

26 21.1 Leaves of absence may be paid or unpaid, depending upon the
27 circumstances of the leave and whether the employee has accrued
28 applicable paid leave available. Four categories of leaves of absence are
29 described herein.

30 A. Leaves of absence will be granted for Family and Medical Leave
31 (FMLA) – see Section 21.6.

1 B. Leaves of absences may be granted under conditions similar to
2 FMLA for employees to care for Registered Domestic Partners –
3 see 21.9.

4 C. Leaves of absence may be granted for Personal Leave – see
5 Section 21.10.

6 D. Union Leave may be granted for authorized union activities – see
7 Section 21.11.

8 21.2 Leave Request Procedure:

9 Employees are expected to be familiar with and are required to follow the
10 leave procedures as outlined in this Article. Leave requests for less than
11 one (1) full pay period should be requested with a Leave Request Form
12 (LRF). Employees may be required to daily or otherwise report on his/her
13 status and intention to return to work and may be subject to loss of benefits
14 and/or discipline for failure to do so.

15 21.3 Continuity of Service:

16 Any leave without pay which is approved in accordance with these
17 procedures shall not constitute a break in service, but may result in an
18 adjustment to the employee's leave progression date and the employee's
19 performance review and merit increase (if eligible) date. If the leave is for
20 ninety (90) days or longer, the employee's pension service date will also
21 be affected.

22

1 21.4 Expiration of Leave and Reinstatement:
2 Reinstatement is dependent upon the type of unpaid leave. Refer to the
3 appropriate section for more information.

4 21.5 Extension of Leave:
5 If an extension of the leave is required, a request for the extension must be
6 submitted in writing at least five (5) days in advance of the leave expiration
7 or as soon as practical. Consideration of an extension will be based on the
8 same criteria as the original request. Failure to return to work at the
9 expiration of the leave may result in termination.

10 21.6 FAMILY AND MEDICAL LEAVE:

11 A. Eligible employees may take a maximum of twelve (12) weeks of
12 family and medical leave in their FMLA leave year. This leave may
13 be paid if applicable leave is available or the leave may be unpaid.
14 The FMLA Leave Year is defined as the twelve- (12-) month period
15 measured forward from January 1 of the current calendar year.

16 FMLA will be granted for:

- 17 1. The birth of a child and care for a child within twelve (12)
18 months following a birth.
- 19 2. The placement of a child with the employee. Leave must be
20 taken within twelve months following placement.
- 21 3. To care for the spouse, child, or parent of the employee who
22 has a "serious health condition".
- 23 4. If the employee is unable to perform his or her own job
24 because of the employee's own serious health condition.
- 25 5. Because of "any qualifying exigency" arising out of the fact
26 that the spouse, son, daughter, or parent of the employee is
27 on active duty, or has been notified of an impending call to
28 active duty status, in support of a contingency operation, as a
29 member of the reserves or a former retired reserve or regular
30 armed member.

1 B. An eligible employee who is the spouse, son, daughter, parent or
2 next of kin of a covered servicemember, as defined by the FMLA,
3 who is recovering from a serious illness or injury sustained in the line
4 of duty on active is entitled to up to twenty-six (26) weeks of leave in
5 a single 12-month period to care for the servicemember. This
6 military caregiver leave is available during “a single 12-month period”
7 during which an employee is entitled to a combined total of twenty-
8 six (26) weeks of all types of FMLA leave.

9 If both the husband and wife are employed by the City, then the
10 aggregate number of workweeks of leave to which both husband and
11 wife may be entitled under this subsection may be limited to twenty-
12 six (26) workweeks during the single 12-month period described in
13 this subsection B if the leave is:

- 14 (i) leave under subsection B; or
- 15 (ii) a combination of leave under subsection A and leave
16 described in B

17 C. Eligibility Requirements:
18 Employees are generally eligible if they have worked for the City for at least
19 one (1) year and for 1,250 hours over the twelve (12) months previous to
20 the leave.

21 D. Definitions of Serious Health Condition:
22 A serious health condition is an illness, injury, impairment, or physical or
23 mental condition that involves either an overnight stay in a medical care
24 facility, or continuing treatment by a health care provider for a condition that
25 either prevents the employee from performing the functions of the
26 employee’s job, or prevents the qualified family member from participating
27 in school or other daily activities. Slightly different requirements apply in the
28 case of covered servicemembers.

29 Subject to certain conditions, the continuing treatment requirement may be
30 met by a period of incapacity of more than three (3) consecutive calendar
31 days combined with at least two visits to a health care provider or one visit

1 and a regiment of continuing treatment, or incapacity due to pregnancy, or
2 incapacity due to a chronic condition. For further information contact
3 Employee Health Services or the Human Resources Department.

4 E. Use of Leave:

5 An employee does not need to use this leave entitlement in one block.
6 Leave can be taken intermittently or on a reduced leave schedule when
7 certified as medically necessary. Employees must make a reasonable
8 effort to schedule leave for planned medical treatment so as not to unduly
9 disrupt operations. Leave due to qualifying exigencies may also be taken
10 on an intermittent basis.

11 F. Substitution of Paid Leave for Unpaid Leave:

12 The City generally requires use of accrued paid leave while taking FMLA
13 leave (see Section 21.7). In order to use paid leave for FMLA leave,
14 employees must comply with the City's normal paid policies.

15 G. Employee Responsibilities:

16 Employees must provide thirty (30) days advance notice of the need to take
17 FMLA leave when the need is foreseeable. When thirty (30) days notice is
18 not possible, the employee must provide notice as soon as practicable and
19 comply with call-in procedures applicable to employee.

20
21 Employees must provide sufficient information for the City to determine if
22 the leave may qualify for FMLA protection and the anticipated timing and
23 duration of the leave. Sufficient information may include that the employee
24 is unable to perform job functions, the family member is unable to perform
25 daily activities, the need for hospitalization or continuing treatment by a
26 health care provider and information on symptoms, diagnosis,
27 hospitalization, doctor results, whether medication has been prescribed, any
28 referrals for treatment (physical therapy, for example) any other regimen of
29 continuing treatment, or circumstances supporting the need for military
30 family leave. Employees also must inform the City if the requested leave is
31 for a reason for which FMLA leave was previously taken or certified.

1 Employees also may be required to provide a certification and periodic
2 recertification supporting the need for leave. Documentation must be
3 provided in a timely manner, utilizing the forms provided by the City, or
4 FMLA leave may be denied, use of paid leave may be denied, employees
5 will lose job benefits and protections, and may be subject to disciplinary
6 action.

7 Employees with questions about what illnesses/conditions are covered by
8 this section of the policy or under the City's leave policies are encouraged
9 to consult with the Human Resources Department.

10 H Reserved:

11 I Conditions:

- 12 1. Leave without pay for one (1) full pay period or more will not be
13 considered time worked for purposes of accruing seniority,
14 longevity, vacation, sick or other employee benefits, including PTO
15 for employees in the new leave system.
- 16 2. Employees may take Family and Medical Leave in twelve (12)
17 consecutive weeks, may use the leave intermittently, or under
18 certain circumstances may use the leave to reduce the work week
19 or work day, resulting in a reduced hour schedule. Except for care
20 for a covered servicemember, the FMLA-covered leave may not
21 exceed a total of twelve- (12) weeks in each twelve- (12) month
22 calendar year. However, for the birth, placement, adoption of a
23 child, or well newborn care the City and the employee must
24 mutually agree to the schedule before the employee may take
25 leave intermittently or work a reduced hour schedule.
- 26 3. The City may temporarily transfer an employee to an available
27 alternative position with equivalent pay and benefits if the
28 employee is qualified for the position and if the alternative position
29 would better accommodate the intermittent or reduced schedule.
- 30 4. If an employee out on regular paid leave seeks to extend that leave
31 under the provisions of the Family Medical Leave Act, the City may

- 1 classify and apply leave already taken towards the employee's
2 twelve (12) week total upon appropriate information from the
3 employee.
- 4 5. The employee's position may be filled by a temporary appointment
5 or assignment of another employee. At the expiration of the leave,
6 the employee shall be reinstated in the position vacated, if the
7 position exists and reinstatement is otherwise warranted.
- 8 6. Except as provided herein, the employee, upon returning to work
9 from a medical leave, must report to Employee Health Services.
10 The employee may be required to submit a written approval from
11 his/her health care provider stating the employee is approved to
12 return to work. The employee may be required to complete a
13 fitness for duty examination related to the serious health condition
14 for which the employee was absent on FMLA leave.
- 15 7. While the employee is on medical leave, the City will continue the
16 employee's health benefits during the leave period at the same
17 level of benefits and under the same conditions as if the employee
18 had continued to work. An employee on paid medical leave
19 continues to pay the contribution rate via payroll deduction as when
20 an active employee. An employee on unpaid medical leave
21 continues to pay the contribution as when an active employee. In
22 this case, the employee must continue to make this payment either
23 in person or by mail to the City's Risk Management Department.
24 Payment must be received by the last day of the month prior to
25 each month of coverage. If the payment is more than thirty (30)
26 days late, the employee's health care coverage may be dropped.
27 The City will notify the employee in writing at least fifteen (15) days
28 before the date the health coverage retroactively is cancelled, or at
29 the City's option, it may pay the employee's share of the premiums
30 during unpaid medical leave and recover those payments from
31 employee upon employee's return to work.

1 If the employee chooses not to return to work for reasons other
2 than a continuation, recurrence, or onset of a FMLA qualifying
3 serious health condition or for other circumstances beyond the
4 control of the employee, the City will require the employee to
5 reimburse the City the amount it paid for the employee's health
6 insurance premium during the leave period through deducting from
7 any sums due employee arising out of the employment
8 relationship, or by initiating legal actions against the employee to
9 recover such costs.

10 21.7 How available paid leave is applied to an FMLA qualifying absence:

11 A. PTO – for employees hired on or after October 1, 2000, or for
12 employees hired prior to October 1, 2000 who elect the Paid Time
13 Off (PTO) leave plan, as provided in Article 12 of this Labor
14 Agreement.

15 1. For Employee's Own Illness:

16 The first sixteen (16) hours of each FMLA qualifying
17 absence for the employee's own serious health condition will
18 be charged against the employee's Paid Time Off (PTO)
19 bank. If an employee has more than one qualifying FMLA
20 absence, or is using FMLA leave on an intermittent basis,
21 the maximum number of hours charged to PTO will be 96
22 hours during that leave year. Any subsequent FMLA
23 qualifying time off during that leave year will be charged
24 against the employee's Personal Critical Leave Bank
25 (PCLB), then leave without pay. In the case of an FMLA
26 qualifying absence as a result of a compensable injury, the
27 first 16 hours may be taken as PCLB.

28 2. For FMLA qualified absence for the serious health
29 condition(s) of the employee's qualifying family member:

30 The first sixteen (16) hours of each qualifying absence(s) will
31 be charged to PTO. If an employee has more than one

1 qualifying FMLA absence, or is using FMLA leave on an
2 intermittent basis, the maximum number of hours charged to
3 PTO will be 96 hours during that leave year. Should the
4 employee have an insufficient PTO balance to cover the first
5 sixteen (16) hours of absence(s), the remainder such sixteen
6 (16) hours will be leave without pay; any subsequent hours
7 of absence shall be charged to the employee's PCLB
8 account, then leave without pay. If an absence will extend
9 beyond 480 hours in the leave year, the employee must
10 apply for a Personal Leave (Article 21.10).

11 3. For the birth, placement, adoption of a child or well child
12 care of a newborn:

13 The first sixteen (16) hours of each qualifying absence will
14 be charged to PTO. If an employee has more than one
15 qualifying FMLA absence, or is using FMLA leave on an
16 approved intermittent basis or reduced schedule basis, the
17 maximum number of hours charged to PTO will be ninety-six
18 (96) during that leave year. Should the employee have an
19 insufficient PTO balance to cover the first sixteen (16) hours
20 of absence(s), such absence will be leave without pay; any
21 subsequent hours of absence shall be charged to the
22 employee's PCLB account then PTO, then leave without
23 pay.

24 B. Designated Leave System:

25 1. For employees in the sick leave/vacation leave system,
26 employees are required to use sick leave, and in the
27 absence of sick leave, vacation leave for absences due to
28 their own or family member's serious health condition. In
29 the case of the absences due to a compensable accident,
30 after wage loss payments start, employees may choose
31 whether or not to supplement the wage loss payments with

1 sick leave, then vacation. Employees may utilize sick leave
2 or vacation in lieu of sick leave for adoption and birth of
3 newborn within six (6) weeks after adoption or birth, for up to
4 ninety-six (96) hours of such paid leave. Upon exhaustion of
5 sick leave prior to utilizing ninety-six (96) hours, the
6 employee will be required to use vacation in lieu of sick for
7 up to the remainder of that period, after which time unpaid
8 leave, or vacation in accordance with departmental notice
9 procedures could be taken for the remainder of the FMLA
10 entitlement period. Alternatively, the employee may take
11 only unpaid leave for all absences due to adoption or birth of
12 newborn, or take vacation leave in accordance with
13 departmental notice procedures.

14 2. Parental Leave:

15 In instances of parental leave, for the care and custody of
16 the employee's natural or adoptive newborn infant, sick
17 leave up to fifty percent (50%) of that available in the pay
18 period prior to the date of birth, or one hundred four (104)
19 hours (whichever is greater) may be taken during the first six
20 (6) weeks following the infant's birth.

21 Management may require confirmation of the illness, birth,
22 or adoption from the employee by furnishing a doctor's
23 certificate, birth certificate, or any other means deemed
24 appropriate.

25 C. The maximum hours of paid leave under this Article 21.7 and
26 Article 21.9 shall be 480 and any approved absence beyond 480 in
27 the leave year, or servicemember leave period shall be without pay.

28 21.8 FMLA, Partner leave Definitions:

29 Child: includes a biological, adopted or foster child, stepchild, a legal
30 ward, or a child for whom the employee stands in loco parentis (i.e., in the
31 place of a parent) who is under eighteen (18) years of age; or eighteen

1 (18) years of age or older and incapable of self care because of a mental
2 or physical disability. (FMLA)

3 Parent: means the biological parent of an employee or an individual who
4 stood in loco parentis to an employee when the employee was a son or
5 daughter. (FMLA)

6 Serious Health Condition: A serious health condition is an illness, injury,
7 impairment, or physical or mental condition that involves: (FMLA and
8 Partner)

9 (i) inpatient care at a hospital, hospice, or residential medical care
10 facility, or

11 (ii) continuing treatment by a health care provider.

12 Leave Year: The twelve- (12-) month period measured forward from
13 January 1 each year, except in the case of covered servicemember
14 caregiver leave (see 21.6B).

15 21.9 REGISTERED DOMESTIC PARTNER MEDICAL LEAVE (PARTNER):

16 A. Eligible employees may take a maximum of twelve (12) weeks of
17 Partner medical leave in the FMLA leave year. Eligible employees
18 may also take covered servicemember caregiver leave, if the
19 covered servicemember is the eligible employee's Registered
20 Domestic Partner, for a maximum twenty-six (26) weeks as
21 described in 21.6B. In all cases, Partner leave and FMLA leave
22 combined may not exceed a total of twelve (12) weeks in the
23 FMLA (for care for Partners who are covered servicemembers
24 leave year, twenty-six (26) weeks in the covered servicemember
25 leave period), as the case may be, unless otherwise required by
26 law. This leave may be paid if applicable leave is available or the
27 leave may be unpaid. The FMLA Leave Year is defined as the
28 twelve- (12-) month period measured forward from January 1 each
29 year.

30 Partner leave will be granted for and under the same conditions as
31 FMLA leave to care for a spouse, or covered servicemember.

32

1 21.10 PERSONAL LEAVE:

2 A. An employee may be granted a Personal Leave for a period of time
3 not to exceed a total of one (1) year, for the following reasons:

- 4 1. Health or family related problems not defined within FMLA
5 Policy, or beyond the time limits of the FMLA or beyond the
6 scope of leave available to care for Registered Domestic
7 Partners.
- 8 2. Education
- 9 3. Military leave not covered under Military Leave Policy
- 10 4. Extenuating personal reasons

11 B. CONDITIONS:

12 Employees must apply for Personal Leave in writing at least ten (10)
13 working days prior to the beginning of the leave. Personal Leave may be
14 granted and if granted may be paid, unpaid, or a combination of paid and
15 unpaid leave. Prior to being placed on unpaid Personal Leave under this
16 section, employees in the old leave system must first exhaust all accrued
17 vacation and personal leave; employees in the new leave system must
18 first exhaust all applicable, accrued PTO. PCLB hours may be applicable
19 to health or family related problems not defined within FMLA Policy, or
20 beyond the time limits of the FMLA, or beyond the scope of leave
21 available to care of Registered Domestic Partners.

22 Unpaid leave for one (1) full pay period or more will not be considered
23 time worked for purposes of accruing seniority, vacation, sick, or paid time
24 off (PTO).

25 During an employee's approved Personal Leave, his/her position may be
26 filled by a temporary appointment, or permanent assignment of another
27 employee. At the expiration of the leave, the employee shall be reinstated
28 to the employee's regular position vacated if it has not been filled
29 permanently during the leave. If the position has been filled, then the
30 employee will be reinstated to another position which is vacant and for
31 which the employee is qualified. The replacement position shall not be at a

1 higher wage rate than the position from which the leave was granted.
2 Refusal of a vacant position offered by the City shall result in the
3 termination of the employee.

4 The employee shall not accept part-time or full-time employment
5 elsewhere while on leave of absence unless such employment was
6 previously approved and is not conducted during the employee's normal
7 working hours.

8 To return to work the employee must report to Employee Health Services
9 and the employee may be required to submit a written approval from
10 his/her health care provider releasing him/her for work. The employee
11 may be required to complete a health examination.

12 An employee on unpaid personal leave must contact the City of
13 Gainesville's Risk Management Department to obtain a COBRA Notification
14 Form. The COBRA Notification Form outlines the terms and conditions of
15 the Consolidated Omnibus Budget Reconciliation Act, COBRA rates, when
16 payments are due, and where payments are to be mailed. Payment must
17 be received by the last day of the month prior to each month of coverage. If
18 the payment is more than thirty (30) days late, the employee's health care
19 coverage may be dropped. The City will notify the employee in writing at
20 least fifteen (15) days before the date that health coverage retroactively is
21 cancelled, or at the City's option, it may pay the employee's share of the
22 premiums during the unpaid medical leave and recover those payments
23 from employee upon employee's return to work. If the employee chooses
24 not to return to work, the City will require the employee to reimburse the City
25 the amount it paid for the employee's health insurance premium during the
26 leave period through deducting from any sums due employee arising out of
27 the employment relationship, or by initiating legal action against the
28 employee to recover such costs.

29 21.11 Union Leave of Absence:

30 A. Employees designated by the Union may be granted a leave of
31 absence upon request of the Union President for Union business.

1 Such leave will be treated as personal leave (PTO or leave without
2 pay) and permission for such leave may be withheld if operational
3 considerations so require. Such leave shall be considered as time
4 worked for the purpose of seniority accrual and other fringe
5 benefits, provided that such leave does not exceed ten (10)
6 consecutive work days.

7 B. The Union President shall, upon written request, receive leave of
8 absence without pay for their term of office or up to a period not to
9 exceed one (1) year, whichever is greater, and said leave shall be
10 renewable for an additional year period.

11 C. Employees desiring leave under this section shall notify the City at
12 least two (2) weeks in advance of the date on which such leave is
13 to become effective and specify the reason for such request. If
14 operational considerations permit, and all parties mutually agree,
15 this two (2) week period of prior notification may be waived.
16 However, for the purpose of contract negotiations only forty-eight
17 (48) hours notice will be required, and this forty-eight (48) hours
18 prior notification may be waived by the City.

19 D. Union President seeking to return from a leave of absence which
20 has exceeded thirty (30) days duration shall give the City a
21 minimum of two (2) weeks notice. An employee seeking to return
22 from extended Union leave of absence before the time specified for
23 such leave expires may do so provided the two (2) week notice is
24 given prior to the date of return.

25 E. At the expiration of a leave of absence, the employee shall be
26 reinstated in the position he vacated or in any other vacant position
27 in the same class provided the employee can pass a medical
28 examination prescribed by the City and the employee meets the
29 existing employment standards of the City. Such employee shall
30 receive the prevailing rate of pay accorded to the position.

1 **ARTICLE 22**

2 **MILITARY LEAVE**

3 22.1 Active duty:

4 The City Manager shall grant a regular employee under his/her authority
5 leave for active military service and state active duty in accordance with
6 applicable law.

7 22.2 Reserve or Guard Annual Training:

8 The City shall grant a military leave of absence with pay to any employee
9 called to temporary active or inactive duty for annual training purposes with
10 the National Guard, or a reserve unit of the United States, or for attending
11 evening or weekend military training which conflicts with his/her work
12 schedule. Time off shall be granted for the purpose of attending the annual
13 military training for a period not to exceed two hundred forty (240) working
14 hours in any one calendar year.

15 Employees who are normally scheduled to work on Saturdays as part of
16 their regular 40-hour work week shall be eligible to receive pay for those
17 days they are required to attend weekend drills provided that the total
18 number of days does not exceed seventeen (17) days for the calendar year
19 for the combined weekend drills and two (2) week summer camp (annual
20 training). In the event the employee has exhausted his/her seventeen (17)
21 days he/she may use vacation leave (annual leave) provided he/she is
22 scheduled to work on said days. Employees who are scheduled to be off
23 on Saturdays or Sundays shall not be eligible to receive pay for attending
24 weekend drills regardless of whether said employees are eligible for
25 overtime work or not.

26 22.3 Reserve or Guard Active Military Service (not annual training):

27 The City shall grant a military leave of absence to any employee called to
28 active military service (not annual training or state active duty) with the
29 National Guard, or a military reserve unit of the United States. For the
30 purpose of active military service (not annual training or state active duty)

1 the first thirty (30) calendar days of any such leave of absence shall be with
2 full pay from the City.

3 22.4 Requests for Military Leave:

4 The employee is required to submit a copy of orders or statement from the
5 appropriate military commander as evidence of such duty to his/her
6 Department Head. The orders or statement must be attached to a
7 Personnel Authorization Form requesting military leave. The request must
8 be sent to the Human Resources Department for processing.

9 22.5 Military Leave Without Pay:

10 In the event military leave is required in excess of the time allowed in
11 paragraphs 22.2 and 22.3, the employee may be granted additional leave
12 without pay or he/she may elect to use earned vacation leave. Vacation
13 leave will not be required prior to allowing leave without pay.

14
15 **ARTICLE 23**

16 **JOB VACANCY AND PROBATION**

17 23.1 A. Except as provided herein when vacancies occur in a department,
18 the Department Head may first consider those employees within
19 his/her department or among existing City employees and the
20 general public simultaneously for promotion or lateral transfer. Jobs
21 will be posted for seven (7) consecutive days, beginning on Monday
22 except in cases where Monday is a City observed holiday, on RTS
23 bulletin boards. This procedure recognizes that the Department
24 Head is ultimately responsible for the efficient operation of his/her
25 department.

26 B. In the event of a vacancy of a Transit Operator position, the City may
27 offer the position to any regular part-time employee (by hire date)
28 first, and then any temporary standby operator or post the position in
29 accordance with section A.

30 C. In the event a position becomes vacant, the City may go back to the
31 original pool of applicants to select the next person for the position.

1 23.2 The following factors may be considered in selecting persons to fill vacant
2 positions:

3 A. Ability and qualifications to perform the work. (Tests may be given;
4 however, lateral transfers within the same job classification and
5 department involving the same or similar work may be made without
6 a test being given. If tests are given, the results shall be valid for one
7 year from the date of posting of scores or until exhausted, whichever
8 occurs first.)

9 B. Prior work record and any other pertinent job related information.

10 C. Affirmative Action Plan as adopted by the City Commission.

11 23.3 Initial Probation:

12 All new employees shall be considered probationary employees for six (6)
13 months. The City may, at its discretion, extend the probationary period up
14 to an additional three (3) months. Any break in continuous service shall not
15 be credited should such time out of pay status equal or exceed one (1) pay
16 period of two (2) weeks duration; however, all time other than such
17 period(s) spent out of pay status shall be credited towards seniority accrual
18 and time spent as a probationary employee. A probationary employee shall
19 be covered under the terms and conditions set forth in this Agreement but
20 shall have no right to appeal discharge, discipline, suspension, demotion or
21 layoff through the grievance procedure of the Agreement. A probationary
22 employee may appeal a suspension through the problem and complaint
23 resolution procedure. An employee may be discharged without cause at
24 any time during any portion of his/her initial probationary period or extended
25 initial probationary period.

26 23.4 Promotional Probation:

27 Any employee who is promoted to a higher classification shall be on
28 probation in that classification for a period of six (6) months from the date of
29 promotion. The City may, at its discretion, extend the probationary period
30 up to an additional three (3) months. An employee removed during the
31 probationary period for failure to perform satisfactorily the duties of the

1 position, shall be returned to the classification held prior to the promotion or
2 to a similar classification.

3
4 **ARTICLE 24**

5 **LAYOFF**

- 6 24.1 A. (1) Except as provided in Section 24.1(A)(2), layoffs shall be
7 accomplished in an orderly, systematic and uniform manner in
8 accordance with established procedures. The Transit Director
9 or his/her designee may lay off an employee or employees
10 when he/she deems it necessary for reasons of, but not
11 limited to, the following: shortage of funds or work, or other
12 material changes in the duties or organization, or for related
13 reasons which are outside the Transit Director's control.
14 Every effort will be made to provide employees with a
15 minimum of ten (10) working days notification prior to layoff.
16 The duties performed by an employee who is laid off may be
17 reassigned to other employees already working who hold
18 positions in appropriate classes. (See Article 39.5 for layoff
19 procedures for Maintenance personnel)
- 20 (2) When it is necessary to reduce the regular force of operators
21 of the Regional Transit System, layoffs for operators shall be
22 in the reverse order of seniority. Employees so laid off will
23 retain and accumulate seniority rights during such layoff for a
24 period of one hundred eighty (180) days. This paragraph is
25 the only provision in this Article 24 that applies to operators.
26 For purposes of layoff or recall, main and paratransit
27 operators will be considered under the same classification.
- 28 B. The Administrative Department Head or his/her designee shall
29 determine the extent of layoffs necessary and identify: the class or
30 classes of positions from which layoffs are to be made; and the
31 number of positions in each class to be abolished resulting in layoffs.

- 1 C. When it becomes necessary to reduce the number of employees
2 within a given classification in a division, section or responsibility
3 area, employees in that division, section or responsibility area shall
4 be laid off in the order listed as follows:
- 5 1. Temporary Employees
 - 6 2. Probationary Employees (new)
 - 7 3. Regular Part-Time
 - 8 4. Probationary Employees (promotional)
 - 9 5. Regular Full-Time.
- 10 D. When the need arises for laying off an employee serving a
11 promotional probationary period, such employee shall be returned to
12 a position of the classification from which he/she was promoted or
13 advanced.
- 14 E. Layoffs:
- 15 If it is necessary to effect a layoff, employees will be laid off by
16 classification and division within their department. The order of such
17 layoffs shall be based on seniority with the least senior employees in
18 the classifications and division being laid off first, provided the factors
19 A, B, and C in Article 23, Job Vacancy and Probation Section 23.2
20 are equal. In the event of the inequality of these factors as between
21 employees in the same classification and division, the employee with
22 the higher values of factors A, B, and C, in the aggregate, shall be
23 retained. Laid off employees shall be recalled to the classification
24 and division from which they were laid off in the reverse order in
25 which they were laid off.
- 26 F. Employees on layoff shall not accrue any employee benefits
27 whatsoever.
- 28 G. Provided, however, and in any event, any action taken under this
29 entire Article shall be in derogation of the City's Affirmative Action
30 plan.
- 31

ARTICLE 25

RECALL

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25.1

- A. (1) Except as provided in Section 24.1(A)(2), employees laid off under the provision of either paragraph C or D in Section 24.1 shall be recalled in the reverse order in which they were laid off.
- (2) When the regular force of operators of the Regional Transit System is increased, former employees of the employer who were laid off, in accordance with Article 24, Layoff, shall be offered recall in the reverse order in which they were laid off, provided, however, that this agreement, or any renewal, amendment, or extension thereof is still in effect and no more than three hundred sixty-five (365) days have elapsed since their last layoff. This paragraph is the only provision in this Article 25 that applies to operators.
- B. Regular employees laid off shall have precedence for recall to their former classification over other applicants for a period of three hundred sixty-five (365) days. Laid off employees recalled within three hundred sixty-five (365) days shall have their tenure of service restored. If re-employed after three hundred sixty-five (365) days, the employee shall be treated as a new employee.
- C. The City will offer recall to laid off employees by certified mail to the last known address on file with the Human Resources Department. If the laid off employee fails to report to the Human Resources Department his/her intentions of returning to work within fifteen (15) calendar days after mailing of said certified notice, tenure of service shall be broken. Any extenuating circumstances may receive consideration by management and the Human Resources Director.
- D. A laid off employee, when offered recall, who is temporarily unable to accept due to documented medical reasons may request a leave of absence without pay not to exceed thirty (30) calendar days.

- E. Employees laid off for longer than thirty (30) calendar days may apply for any equivalent or lower classification with the City and, if selected within the one hundred eighty (180) day recall period, shall have their tenure of service restored.

ARTICLE 26

LENGTH OF SERVICE

26.1 An employee shall lose his/her continuous length of service and his/her employment with the City shall be considered terminated for all purposes if:

- A. The employee quits.
- B. The employee is discharged.
- C. The employee who has been laid off fails to report to work within a period of fifteen (15) calendar days after being recalled by certified letter sent to the last known address as shown on the records of the Human Resources Department. Any extenuating circumstance may receive consideration by the Human Resources Director.
- D. The employee fails to report for work at the termination of a leave of absence.
- E. The employee works on another job while on leave of absence without the City's permission.
- F. The employee is laid off for a period longer than three hundred and sixty -five (365) days.
- G. The employee is absent without leave for three (3) consecutive work days without notifying his supervisor or the Human Resources Department. Such absence shall constitute a voluntary resignation. Any extenuating circumstances may receive fair consideration by the Human Resources Director.
- H. An employee promoted to a non-represented position, may return to the bargaining unit for up to six (6) months (180 calendar days) without loss of seniority. Any employee who is out of the bargaining unit for more than six (6) months (180 calendar days) and later

1 returns, shall retain his/her seniority for purposes of Bidding (runs,
2 vacations and shifts) as of the date he/she accepted the promotion.

3 26.2 For purposes of bidding for work hours (runs), seniority shall be continuous
4 service within the employee’s job classification.

5 26.3 For purposes of bidding for vacation, seniority shall be an employee’s
6 length of continuous service with the County’s Transit Department, if
7 applicable, added to the employee’s continuous service in the City’s Transit
8 Department.

9
10 **ARTICLE 27**

11 **LIABILITY**

12 27.1 The City will defend any actions in tort brought against any employee(s)
13 covered by this Agreement as a result of any alleged negligence of said
14 employee(s) arising out of and in the scope of their employment with the
15 City unless such employee(s) acted in bad faith with malicious purpose or in
16 a manner exhibiting wanton and willful disregard of human rights, safety, or
17 property.

18 27.2 Whenever a City employee is sued for actions taken in the course of duty,
19 the City will provide legal defense through the lawyer supplied by the City or
20 its insurance carrier. In exceptional cases when a claim for punitive
21 damages has been made, the City will pay reasonable fees for additional
22 counsel selected by the employee and the City when the City Commission
23 has approved the hiring of additional counsel before the contract of hire is
24 made. In no case will the cost of additional legal counsel be paid by the
25 City unless prior approval is given as stated above, and in no case will the
26 City pay punitive damages, if levied.

27
28 **ARTICLE 28**

29 **HEALTH AND SAFETY**

30 28.1 The City agrees it will conform to and comply with laws as to safety and
31 health properly required by Federal, State and local law.

1 28.2 During the term of this agreement, the Transit Director or his/her designee
2 will establish the structure and procedures of a Health and Safety
3 Committee. The Committee shall consist of five (5) members including the
4 Operations Manager, one Transit Operator, one mechanic, one supervisor
5 and one staff assistant. Members shall volunteer to participate and will be
6 selected from an eligibility list, two by the Transit Director and two by the
7 union. Service on the Committee shall be for one year.

8 Employees eligible to serve may not have any disciplinary actions or
9 preventable accidents for the eighteen months prior to appointment.

10 Bargaining unit members shall be paid for any lost straight time wages.

11 The Committee may:

- 12 1) Meet as necessary, but not more than one time per month, for
13 a specific reason(s).
- 14 2) Make written recommendations for correction of hazardous
15 conditions or unsafe work methods. All such
16 recommendations shall be forwarded to the Transit Director.

17
18 28.3 The Union and the City agree that accident prevention is important to the
19 operation of the Regional Transit System, and that safety programs, safety
20 meetings and general accident prevention work are mutually beneficial to
21 both the City and to its employees. The Union agrees that it will encourage
22 its members to cooperate and participate with the City in all matters
23 pertaining to safety.

24 28.4 Attendance at any department meeting will be required, unless prevented
25 from doing so by a work assignment, illness or approved leave of absence.
26 If necessary, one mandatory make-up meeting will be scheduled.
27 Employees will not be required to attend Department meetings on their days
28 off unless the meeting is a specified safety meeting. Except in
29 emergencies, employees will be given seven (7) calendar days notice of the
30 scheduling of a safety meeting. Call-out provisions of this agreement shall

1 not apply to this article and employees shall only be paid for actual time in
2 the meeting.

3 28.5 In the delivery of bus service all employees shall be responsible for carrying
4 out the mandates of the Americans With Disabilities Act of 1990 and as
5 may be amended. Employees shall be required to attend training sessions
6 related to the Act and provide assistance to disabled passengers in the
7 manner prescribed.

8

9

ARTICLE 29

10

BULLETIN BOARDS

11

29.1 The Union may, at its own expense, place one (1) bulletin board at mutually
12 agreed upon locations in the operators' lounge and the shop. Such bulletin
13 boards are not to exceed approximately three (3) feet by five (5) feet in size
14 for the posting of the following notices only:

15

A. Union literature (i.e., brochures, pamphlets, correspondence, etc.
16 from ATU International or the AFL-CIO).

17

B. Notices of Union meetings

18

C. Union elections

19

D. Reports of Union Committees

20

E. Recreational and social affairs of the Union

21

F. Notices by public bodies

22

G. Other materials as approved by the Transit Director.

23

29.2 All material to be posted shall be signed by the Union President or designee
24 and a copy submitted to the Transit Director. The Union shall keep its
25 bulletin boards or space in neat and presentable order.

26

29.3 No material, notices or announcements shall be posted which contain
27 anything political or controversial, or anything reflecting upon the City, any
28 of its employees, or any labor organization among its employees. No
29 material, notices or announcements which violate the provisions of this
30 Article shall be posted.

1 29.4 Any materials posted which are not in conformance to this provision may be
2 removed at the discretion of the City. The Union President shall be advised
3 of such action.

4 **ARTICLE 30**

5 **BIDDING**

6 30.1 Bidding of days off and runs shall be by all operators in accordance with
7 seniority. The City will maintain an up-to-date and accurate seniority roster
8 to be posted on Department bulletin boards and shall furnish the Union a
9 copy of such roster quarterly. There shall be only one seniority roster for all
10 operators, regardless of the type of bus assigned. Operators will be
11 allowed to bid on regular runs at all general bids insofar as seniority will
12 permit. Operators who bid regular runs shall remain thereon until the next
13 general bid unless his/her regular bid work is discontinued. In such event,
14 he/she will be permitted to exercise his/her seniority. The City reserves the
15 right to discontinue, add, change, and/or alter runs. Any run altered or
16 changed between general bids will be rebid if the pay time is altered or
17 changed by more than two (2) hours per week. In this event, the run shall
18 be rebid by the entire seniority roster.

19 30.2 Employees who have not been released by Employee Health Services
20 (EHS) to return to work by the time the bidding process begins and who are
21 not expected to return to work by the time the bids become effective, will not
22 pick a bid. Such employee shall be given the option upon return to work to
23 select the extra board or any open bid not selected at the time of the current
24 bid. The employee shall remain on this bid until completion of the bid.

25 30.3 General bids of all work open to the entire operators seniority roster will take
26 place a minimum of three times each year, corresponding to the University
27 of Florida semester schedule.

28 30.4 General bids will be posted on the bid picking board not less than fifteen
29 (15) days prior to the effective date, but in no case shall bids be posted less
30 than five (5) days before the first day of bidding. Any operator who is not
31 available to bid when it is his/her turn to bid, or who has not left a sealed bid

1 of his/her choice or instructions with the Union Officer for runs with the
2 Transit Department, will be passed, thereby permitting other operators to
3 continue bidding. When an operator that has been passed is available to
4 bid, he/she may do so taking what is available at that time. If a passed
5 operator is not available to bid until the bidding has been complete, he/she
6 will be required to pick from remaining bids, if available. If the employee
7 does not make a selection, the City will assign the employee to an open bid.
8 In the event no open bids are available, the employee shall be assigned
9 and remain on the extra board until the next bid. No bids will be asked for
10 on the telephone. The effective date of each bid will appear on the bid
11 sheet. At least fifteen (15) operators will bid per day. No operator shall be
12 relieved from duty in order to bid. A copy of all runs to be bid shall be
13 furnished to the Union Officer at the time they are posted for bid.

14 30.5 Every effort will be made to comply with operators' choices, when left, in
15 order of priority. Once an operator submits a bid, it cannot be changed or
16 withdrawn after the next operator has bid. Changed runs shall be noted at
17 the time of posting on the bid sheet.

18 30.6 The Union President or his/her designee may assist with the selection of
19 run bids. Time spent assisting shall be without pay.

21 **ARTICLE 31**

22 **WAGES**

23 31.1 Wage Increases

24 All increases and lump sum payments made pursuant to this paragraph
25 shall be based on the base rate of pay any eligible employee was earning
26 effective October 1, 2012. In no event shall any increase or combination of
27 increases result in a base rate of pay that is greater than the maximum of
28 the appropriate range.

29 A. Upon ratification, employees covered by this Agreement, being paid
30 within the pay range of their appropriate classification, shall have
31 their individual rate of pay increased by four percent (4%) of their

1 individual rate of pay, effective with the first full pay period in
2 October, 2012, provided such increase shall not exceed the
3 maximum hourly pay rate for the classification. In the event an
4 employee, who is entitled to a raise under this section, is, prior to the
5 increase, paid a base rate that is less than four percent (4%) from
6 the maximum hourly pay rate for the classification, that employee
7 shall have his/her base rate increased to the maximum of the range,
8 effective the first full pay period in October 2012, and shall
9 additionally receive an annualized one-time, lump sum payment for
10 any portion of the four percent (4%) that is in excess of the
11 maximum.

12
13 B. Employees whose annualized base rate is equal to the maximum of
14 their pay range:

15 Upon ratification, employees covered by this Agreement, whose
16 annualized base rate of pay is equal to the maximum of the range for
17 their appropriate classification, shall receive a one-time, lump sum
18 payment equal to four percent (4%) of the annualized (2,080 hours)
19 base rate of pay.

20
21 C. The parties may, upon mutual agreement, reopen this paragraph
22 (31.1) for negotiations on or before May 1st of each contract year.
23 There shall be no wage increases after September 30, 2013 unless
24 and until there is a new Agreement in effect providing for such
25 increases.

26 D. Deferred Retirement Option Program (DROP):
27 Deferred Retirement Option Program (DROP) participants are not
28 eligible for increases beyond the top of their individual salary ranges
29 as they existed at the time of their entry into the DROP unless
30 otherwise provided for in their Application for Deferred Retirement
31 Option Program document.

- 1 31.2 A. Promotion:
2 When an employee is promoted his/her salary shall be advanced to
3 a rate that would provide a five percent (5%) increase in pay or to the
4 beginning of the new range, whichever is greater.
- 5 B. Transfer:
6 There shall be no immediate change in the salary rate of an
7 employee who is transferred. If an employee is transferred to a
8 position in a class having a higher pay grade, such change is a
9 promotion.
- 10 C. Temporary Assignments:
11 When an employee is assigned to perform work for a position in a
12 job classification with a lower pay grade on a temporary basis, the
13 employee shall not suffer a decrease in pay.
- 14 D. Demotion:
15 When an employee is demoted to a position in a job classification
16 with a lower pay grade, the employee shall be paid within the
17 approved pay grade of the classification with the lower pay grade.
18 The rate of pay shall be set by the Human Resources Director.
- 19 31.3 Merit or Performance Increases:
20 A. Effective October 1, 2012 through September 30, 2013, there will be
21 no Merit or Performance Increases.
22 The parties, upon mutual agreement, may reopen this paragraph
23 (31.3A) for negotiations on or before May 1st of each contract year.
- 24 B. For regular (non-probationary) employees, the review period is a
25 one-year period from October 1 through September 30. Employees
26 will continue to be reviewed, but there will be no Merit or
27 Performance Increases associated with these reviews.
- 28 C. There shall be no Merit or Performance Increases after September
29 30, 2013, unless and until there is a new Agreement in effect
30 providing for such increases.

1 D. For the first fiscal year (October 1, 2012 – September 2013) of this
2 Agreement, employees who are currently participating in the
3 Deferred Retirement Option Program (DROP) and who have NOT
4 reached the top of their respective salary ranges for the regular
5 classifications they were in, as they existed at the time the
6 employees entered the DROP, will be eligible to receive increases
7 to their base rates of pay up to the top of their respective salary
8 ranges as described in paragraph 31.1 above. These increases
9 will be paid on the same pay dates as when other ATU employees
10 receive their Wage Increases. No DROP participant will receive
11 any portion of the increase described in paragraph 31.1, that would
12 place him or her at a rate in excess of the maximum of his/her
13 salary range as it existed at the time he/she entered the DROP
14 unless otherwise provided for in his/her Application for Deferred
15 Retirement Option Program document.

16
17 **ARTICLE 32**
18 **SEVERABILITY**

19 32.1 Should any provision of this Agreement be found to be inoperative, void, or
20 invalid by a court of competent jurisdiction, all other provisions of this
21 Agreement shall remain in full force and effect for the duration of this
22 Agreement; it being the intention of the parties that no portion of this
23 Agreement or provision herein shall become inoperative or fail by reason of
24 the invalidity of any other portion or provision.

25
26 **ARTICLE 33**
27 **SICK LEAVE BANK**

28 33.1 **ELIGIBILITY**

29 A. An employee having used all his/her sick and vacation (annual
30 leave) or PTO/PCLB due to serious illness, accident or disability,
31 may receive vacation (annual leave) or PTO donated on a strictly

1 voluntary basis by fellow employees, except as provided in
2 Paragraph 33.1(B). Serious illness, accident or disability is defined
3 to include only those instances where an employee is expected to
4 be absent for at least thirty (30) consecutive calendar days.

5 B. Effective January 1, 2010, PTO-covered employees who do not
6 maintain a "Minimum Balance" total of PTO and PCLB as described
7 below will **ONLY** be eligible to receive leave donations from other
8 City employees if:

9 1. The employee is making a bi-weekly contribution to his/her
10 PCLB

11 **and;**

12 2. PCLB contributions remain in effect until the employee's
13 combined PCLB and PTO amount reach a "Minimum
14 Balance" based on years of service as described below.

15 3. If leave donations are permitted, employees must sign an
16 agreement stating that upon return to work, they will continue
17 bi-weekly contributions to PCLB until their combined PCLB
18 and PTO balance reaches a "Minimum Balance" based on
19 years of service as defined below.

20 C. Employees may cease voluntary contributions to the PCLB account
21 during Open Enrollment. However, to be eligible for Leave Bank
22 Donations, the combined total of PTO and PCLB on the first day of
23 extended leave must be equal to or greater than the "Minimum
24 Balance" based on years of service as defined below.

25 D. Employees participating in the Paid Time Off Leave System (PTO)
26 and who do not make voluntary contributions to their PCLB accounts
27 or who do not maintain a "Minimum Balance" based on years of
28 service as defined below, will not be eligible to receive Leave Bank
29 donations.
30

Years of Continuous Service	Minimum Balance
0 to 5 years (1 mo. thru 59 mos.)	160 Hours
5 to 10 years (60 mos. thru 119 mos.)	200 Hours
10 to 15 years (120 mos. thru 179 mos.)	224 Hours
15 to 20 years (180 mos. thru 239 mos.)	240 Hours
20 to 25 years (240 mos. thru 299 mos.)	272 Hours
25 years or more (300 mos. or more)	280 Hours

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33.2 DONATION TO OTHER EMPLOYEES

Fellow employees may contract to donate a minimum of four (4) hours of their vacation (annual leave) or PTO time to the affected employee. The maximum number of hours an employee may donate is forty (40) hours. The total donated time from fellow employees shall not exceed three (3) calendar months. There shall be no restrictions on the amount of hours that may be donated in instances where the serious illness, accident or disability is expected, based upon a reasonable medical probability, to result in death within one (1) year from the creation of the leave bank.

33.3 Only regular full-time employees having completed initial probationary period may receive donated vacation (annual leave) or PTO from fellow employees or volunteer to donate vacation (annual leave) or PTO to a fellow employee.

33.4 The sick or disabled employee will remain on the payroll until he/she is able to return to work, donated leave expires, or until the doctor determines the illness or accident has become a total and permanent disability, whichever comes first. If the illness or accident is total and permanent, employee should file for disability retirement with the Social Security Administration and the City of Gainesville. During the time in which the sick or disabled employee is receiving donated vacation (annual leave) or PTO from fellow

1 employees, he/she will not be eligible to earn (accrue) sick leave, PTO or
2 vacation (annual leave).

3
4 **ARTICLE 34**

5 **PENSIONS**

6 34.1 Division 5 and Division 6 of Article VII of Chapter 2, Gainesville Code of
7 Ordinances, as amended, shall be incorporated in the Contract by
8 reference.

9 34.2 Each party may reopen the negotiations once during the term of this
10 agreement of any pension issues upon thirty (30) days notice.

11 34.3 Employees covered by this Agreement shall be covered by the City's
12 General Pension Plan and Disability Plan as set forth by the City of
13 Gainesville's Code of Ordinances, as amended. Minor changes may be
14 made by the City. Minor changes are defined as changes the net effect of
15 which would not require a current or potential increase in the contribution
16 rate or a benefit decrease.

17 34.4 The City will give the Union a copy of such minor change(s) at least thirty
18 (30) days prior to the adoption of such change(s).

19 34.5 A change, or changes, in the Plan, the net effect of which would require a
20 current or potential increase in the contribution rate or a benefit decrease,
21 may be made by the City subject to the Union's right to demand impact
22 bargaining prior to the effective date of such change.

23
24 **ARTICLE 35**

25 **DRUG TESTING**

26 35.1 The City and the Union recognize that substance abuse in our nation and
27 our community exacts staggering costs in both human and economic terms.
28 Substance abuse can be reasonably expected to produce impaired job
29 performance, lost productivity, absenteeism, accidents, wasted materials,
30 lowered morale, rising health care costs, and diminished interpersonal
31 relationship skills. The City and the Union share a commitment to solve this

1 problem and to create and maintain a drug-free work place. The parties
2 have, therefore, agreed to comply with the Federal Transit Authority (FTA)
3 Drug and Alcohol testing regulations and the Amalgamated Transit Union
4 (ATU) Drug – Free Workplace Program (Addendum “A”). The Union
5 agrees that during the term of this agreement the FTA testing rules for drug
6 and substance abuse may change but that the City will comply with these
7 changes as the changes occur.

8
9 **ARTICLE 36**

10 **TEMPORARY EMPLOYEES**

11 36.1 Temporary employees may be hired to fulfill work of permanent employees
12 that are on extended periods of absence or to fill permanent vacancies until
13 such time as a permanent employee is employed by the City. In addition,
14 temporary employees may be hired until permanent employees are
15 authorized and hired by the City.

16 36.2 Temporary employees may be utilized for a period not to exceed two
17 hundred (200) continuous workdays. In the event permanent positions are
18 not filled by the City prior to the two hundred (200) continuous workday
19 limitation, the City and the Union shall meet for the purpose of establishing
20 a reasonable extension of time for the hiring of permanent employees. In
21 this event, temporary employees may continue to be used until the parties
22 agree to the extension period.

23
24 **ARTICLE 37**

25 **COMMERCIAL DRIVERS LICENSE**

26 37.1 It shall be just cause to terminate an employee who has his/her Commercial
27 Drivers License revoked or suspended.

1 **ARTICLE 38**

2 **TARDINESS**

- 3 38.1 A. Employees are expected to be at work on time.
- 4 B. Transit Operators who are late reporting to the facility will not be
- 5 disciplined if they are five (5) minutes or less tardy or five (5) minutes
- 6 or less late for relief at a relief point away from the RTS facility.
- 7 C. Maintenance Shop employees, administrative division employees
- 8 and any employee not assigned to operate a bus but who are
- 9 performing other work duties for RTS, shall continue to observe City
- 10 Personnel Policies and Procedures; Policy E-3, Disciplinary
- 11 Procedures; Rule 11, Tardiness (Guide: three (3) times in a thirty day
- 12 period); of being ten (10) or more minutes late to work.
- 13 D. Reasonable excuses for being late to work will continue to be
- 14 considered in voiding any discipline which may have otherwise been
- 15 applicable; such excuses being car trouble, extenuating
- 16 circumstances, etc. which can be documented or otherwise verified
- 17 by the department.

18 **ARTICLE 39**

19 **RTS MAINTENANCE**

20

21 39.1 It is the general policy of the City, in accordance with its maintenance

22 needs, to use its Maintenance employees for work for which they may be

23 qualified, reserving to the City the right to judge qualifications and ability of

24 the employee. Maintenance employees will perform all work assignments

25 to the best of their ability and endeavor to acquire all knowledge possible to

26 better enable them to perform their assignments well and efficiently. The

27 City will work with the Union to provide training opportunities, training

28 schedules, training programs, safety guidelines, job development programs

29 and other such concerns to the mutual benefits of the City and its

30 Maintenance personnel. Training will be done on special bid hours as

1 determined by the City and will include payment for travel time on Sunday, if
2 travel is required on Sunday.

3 39.2 Work assignment bidding. Maintenance employees will choose their work
4 shifts and established days off in accordance with the following procedure:

5 A. Bidding shall take place three times each fiscal year, corresponding
6 to the University of Florida semester schedule.

7 B. Bidding shall be done according to seniority in each job
8 classification.

9 C. Work assignments shall be posted for bid at least one week prior to
10 the effective date of the bid. Bidding will commence on the day after
11 posting with the senior most person in each job classification and will
12 continue in seniority order until all personnel have bid. Bidding must
13 be completed by the close of business on the Thursday prior to the
14 effective date of the bid. Those employees not available to bid
15 whenever it is their time to bid will leave their choices of work
16 assignment with the Shop Steward who will enter their choice of
17 work assignment on the bid shift in order to permit the bidding to
18 continue. Once an employee bids his choice of work assignment, no
19 employee may change his bid after the next employee has bid. All
20 employees will remain on their bid work assignment until the next
21 general bid unless another work assignment comes open because of
22 an employee vacancy or a new assignment becomes available within
23 the job classification in which the employee is qualified to bid.

24 D. Bidding of work assignments in a job classification will be determined
25 by seniority within the job classification.

26 E. Except as provided herein when vacancies occur in a department,
27 the Department Head may first consider those employees within
28 his/her department or among existing City employees and the
29 general public simultaneously for promotion or lateral transfer. Jobs
30 will be posted for seven (7) consecutive days, beginning on Monday
31 except in cases where Monday is a City observed holiday, on RTS

1 and Maintenance bulletin boards. This procedure recognizes that
2 the Transit Director is ultimately responsible for the efficient
3 operation of the Regional Transit System.

4 39.3 The City reserves the right to determine and schedule the number of
5 Maintenance personnel needed in each classification on each work shift.

6 39.4 Days off for each shift shall be consecutive, provided operational
7 considerations permit.

8 39.5 Layoff:
9 In the event of a reduction in the number of employees in any job
10 classification in the Maintenance Division due to lack of work, employees
11 shall be laid off in reverse order of their seniority within that classification.
12 Any employee affected will be given an opportunity to "bump" into a lower
13 job classification (seniority prevailing) to keep from being laid off, or may be
14 given an opportunity to cross-train for any vacant available position. In the
15 event of recall, such laid off employees shall be called back in reverse order
16 as they were laid off, and upon return, they shall assume the same position
17 of bidding seniority as they held at the time of layoff.

18 39.6 Overtime opportunities will be provided to each employee on a rotating
19 basis in each classification provided there is work available in the
20 classification. In the event the opportunity to work overtime is not accepted,
21 then such overtime may be assigned to the most junior employee in the
22 classification. It is understood by both management and the Union that an
23 employee assigned to a specific project may be permitted to complete the
24 project without being in violation of this section.

25 39.7 Employees shall not be required to take time off or change their day off in
26 order to prevent the payment of overtime.

27 39.8 Nothing in this Agreement shall be considered as to require the City to work
28 any employee at a rate of pay in excess of regular straight time pay by way
29 of offering overtime opportunities. All such overtime opportunities shall be
30 based on operational needs as determined by the City.

- 1 39.9 Employees within the Maintenance Division who are eligible for overtime,
2 after departing from his/her regularly scheduled shift, who are officially
3 ordered to and do report back to work, he/she shall receive compensation
4 for a minimum of two (2) hours at the applicable rate. The minimum time
5 provided herein does not apply if an early call-in period extends into the
6 start of the employee's regular work period.
- 7 39.10 Maintenance personnel shall be permitted two (2) scheduled fifteen (15)
8 minute breaks per work day as established by the City and one (1) unpaid
9 thirty (30) minute lunch break per work day as established by the City.
- 10 39.11 Maintenance personnel must be dressed and ready to work when their shift
11 begins. There shall be permitted a fifteen (15) minute wash-up period at
12 the end of their work day.
- 13 39.12 A. The City shall provide uniforms and a laundry service for such
14 uniforms to all maintenance personnel.
- 15 B. The City shall reimburse Regular Mechanics and Vehicle Service
16 Attendants up to \$650.00 per year for the purchase of boots, jackets
17 and/or tools, and/or for the cost of resoling boots.
- 18 1. Boots and/or jackets shall not be purchased by the City, but
19 shall be reimbursed to the employee upon submission of a
20 valid receipt to the City. The allowance for one (1) pair of
21 boots shall not exceed \$250.00 per year. The allowance for
22 one (1) jacket shall not exceed \$75.00 per year. The
23 allowance for resoling boots shall not exceed \$100.00 per
24 year.
- 25 2. Regular Mechanics and Vehicle Service Attendants who are
26 required to furnish their own tools and who have completed
27 their initial probationary period will be reimbursed for the cost
28 of purchase and/or replacement of required tools by
29 submitting a valid receipt to the City. Mechanics and Vehicle
30 Service Attendants who are separated from the City prior to
31 the end of the fiscal year shall have a pro rata portion of the

1 cost of tools withheld from their last paycheck. It shall be the
2 responsibility of each Mechanic and Vehicle Service
3 Attendant to have the proper tools to perform work in his/her
4 classification as established by the City due to the nature of
5 their work. Employees must have their tools on the premises
6 and at their work location during working hours.

7 C. The City shall reimburse all other maintenance personnel up to
8 \$75.00 per year for the purchase of boots and/or jackets. Boots or
9 jackets shall not be purchased by the City, but shall be reimbursed to
10 the employee upon submission of a valid receipt to the City.

11 39.13 When a full workweek (Monday thru Sunday) of Vacation/PTO/Sick/PCLB
12 Leave is taken, the employee will only be charged for a maximum of 40
13 hours.

14
15 When Vacation/PTO/Sick/PCLB Leave is taken for less than one full
16 workweek (Monday thru Sunday) bid hours will be charged for each day of
17 absence.

18
19 **ARTICLE 40**
20 **OPEN ARTICLE**

21
22 **ARTICLE 41**
23 **ENTIRE AGREEMENT**

24 41.1 The parties acknowledge that during negotiations which resulted in this
25 Agreement, each had the unlimited right and opportunity to make proposals
26 with respect to subjects or matters not removed by law from the area of
27 collective bargaining. The understandings and agreements arrived at by
28 the parties after the exercise of such right and opportunity are set forth in
29 this Agreement.

30 41.2 The City and the Union, for the duration of this Agreement, agree that the
31 other shall not be obligated to bargain collectively with respect to any

1 subject or matter referred to or covered in this Agreement, but may, upon
2 mutual agreement of both the City and the Union, bargain collectively on
3 any subject or matter not known or contemplated by either or both parties at
4 the time that they negotiated this Agreement. Moreover, it is expressly
5 agreed that the City shall not be obligated to bargain over the effect on
6 employees of its exercising any of its rights, whether such be in the nature
7 of retained rights or expressly provided for in this Agreement.

8 41.3 This Agreement shall be effective upon ratification by the membership of
9 Local No. 1579 and the City Commission and shall remain in full force and
10 effect up to and including September 30, 2015.

11 41.4 Should either party desire to terminate, change or modify this Agreement or
12 any portion thereof, they shall notify the other party in writing on or before
13 March 1, 2015. Such notification shall include the Titles and Sections of the
14 Articles the party wishes to renegotiate and all other Articles will remain in
15 full force and effect from year to year thereafter.

16 41.5 Following the sending and receipt of the notice described above, the parties
17 shall follow the procedures contained in the Florida Public Employee
18 Relations Act toward the consummation of a new Agreement.

19
20

Appendix 8. Agreement Between City of Gainesville and Amalgamated Transit Union Local No. 1579

1 IN WITNESS WHEREOF, the parties have hereunto set their hands this 20th day of
2 December, 2012.*

3

4 The City of Gainesville, Florida

Local No. 1579

Amalgamated Transit Union

5

6

7

8

9 By: Signed original on file in Human Resources

By: Signed original on file in Human Resources

10 RUSSELL BLACKBURN

MARY FRANCES FOLZ-DONAHUE

11 CITY MANAGER

ATU PRESIDENT

12

13

14 APPROVED AS TO FORM AND LEGALITY:

15

16

17

By: Signed original on file in Human Resources

18 CITY ATTORNEY

19

20

21 City Bargaining Committee:

ATU Bargaining Committee:

22 Scott Heffner

Mary Frances Folz-Donahue

23 Steve Varvel

Mark Joiner

24 Mark Benton

Rodney Ivery

25 April Shuping

Desiree Heyliger

26 Eustache Mine

Terrance Dix

27 Paul Starling

28 David Smith

29

30 *Date ratified by last party.

**City of Gainesville
 2012 - 2013 Pay Plan
 Regional Transit
 System
 Effective 10/1/2012**

Grade	RC1	Annual Salary	Minimum	Midpoint	Maximum
		Hourly	\$20,835.31 \$10.0170	\$24,249.64 \$11.6585	\$27,663.96 \$13.3000
		5037	Maintenance Worker I, RTS		
		5014	Custodial Worker, RTS		
Grade	RC2	Annual Salary	Minimum	Midpoint	Maximum
		Hourly	\$22,501.88 \$10.8182	\$26,189.52 \$12.5911	\$29,877.16 \$14.3640
		1144	Clerk 1, RTS		
Grade	R1	Annual Salary	Minimum		
		Hourly	\$23,976.85 \$11.5273		
		9507	Transit Operator Trainee		
Grade	R2	Annual Salary	Minimum	Midpoint	Maximum
		Hourly	\$26,262.10 \$12.6260	\$30,727.04 \$14.7726	\$35,191.97 \$16.9192
		9501	Transit Operator		
Grade	RC5	Annual Salary	Minimum	Midpoint	Maximum
		Hourly	\$28,271.94 \$13.5923	\$33,304.30 \$16.0117	\$38,336.66 \$18.4311
		5042	Maintenance Worker III, RTS		
		9504	Customer Service Support Specialist I, RTS		
		3211	Parts Specialist, RTS		
		3008	Account Clerk, RTS		
Grade	RC6	Annual Salary	Minimum	Midpoint	Maximum
		Hourly	\$30,816.43 \$14.8156	\$36,301.72 \$17.4527	\$41,787.01 \$20.0899
		1148	Staff Specialist, RTS		
		7219	Dispatcher, RTS		

**City of Gainesville
 2012 – 2013 Pay Plan
 Regional Transit
 System
 Effective 10/1/2012**

Grade	RC3	Annual Salary	Minimum	Midpoint	Maximum
			\$24,302.26	\$28,284.86	\$32,267.45
		Hourly	\$11.6838	\$13.5985	\$15.5132
		9627	Vehicle Service Attendant, RTS		
Grade	RC7	Annual Salary	Minimum	Midpoint	Maximum
			\$33,589.90	\$39,568.88	\$45,547.86
		Hourly	\$16.1490	\$19.0235	\$21.8980
		9605	Fleet Mechanic I, RTS		
Grade	RC8	Annual Salary	Minimum	Midpoint	Maximum
			\$36,612.74	\$43,129.95	\$49,647.16
		Hourly	\$17.6023	\$20.7356	\$23.8688
		9609	Fleet Mechanic II, RTS		
		9623	Paint and Body Mechanic, RTS		

ATU



DRUG-FREE WORKPLACE PROGRAM

Revised 2006

AMALGAMATED TRANSIT UNION

DRUG-FREE WORKPLACE PROGRAM

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DRUG-FREE WORKPLACE PROGRAM

I. PURPOSE

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work, and to promote a drug-free working environment, the City of Gainesville, Florida (City) has established this program relating to the use or abuse of alcohol and drugs by its employees. Supplemental programs are applicable to those employees regulated by the United States Department of Transportation, or working as Police Officers and Firefighters. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided. This program is established in part to detect users and remove abusers of drugs and alcohol from the workplace, to prevent the use and/or presence of these substances in the workplace, and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

Florida Statute § 440.101 provides in part that an employee who is injured in the course and scope of his employment and tests positive on a drug or alcohol test may be terminated and shall forfeit his eligibility for medical and indemnity benefits under Florida's Workers' Compensation Law. Refusal to take a drug (urine) or alcohol (breath) test will result in the employee forfeiting his eligibility for medical and indemnity benefits under Florida's Workers' Compensation Law and the employee being subject to dismissal. The City group medical plan excludes benefits for job related injuries. Therefore, if Workers' Compensation benefits are forfeited pursuant to the drug-free workplace program, the employee injured on the job will be without any City provided medical benefits.

Certain components of this program involve utilization of additional techniques and procedures. These additional techniques and procedures, as well as the determination of the employee groups who will be covered by such, are both justified by, and based upon, federal and state statutes, case law, and regulatory findings related to various public sector and private sector employees working in safety-sensitive and "special risk" positions throughout inter- and intrastate commerce. At such time as the regulations implemented pursuant to the Omnibus Transportation Employee Testing Act of 1991 or other regulatory requirements become applicable to City employees, this program will be altered as and if necessary to conform to the specific requirements of the final regulations. Until such time, any additional techniques and procedures shall utilize mechanisms already in use and/or proposed for use by state or federal law and regulation. As determined by management, based upon additional information or experience, such additional techniques and procedures (those which are not required by § 440.101-.102 and addenda hereto) may be unilaterally, and without notice, altered, or eliminated from the remainder of this program, and shall not impact this program's continuing compliance

with § 440.101-.102, Fla. Stat. (2002). Except as provided for in this Section I, modifications to the Program authorizing the use of additional testing techniques, testing for additional drugs, or creating additional situations for testing (Section VII) the City will follow any stated requirements for notice to, or discussion with, employees or their agents.

The City's Drug-Free Workplace Program has been prepared so as not to conflict with public policy and, further, not to be discriminatory or abusive. A drug-free workplace should be the goal of every employer in America. Drug and alcohol testing is only one of the several steps that must be taken to achieve this objective. When incorporated into a comprehensive anti-drug effort, testing can go a long way in combating drug and alcohol abuse in the workplace.

II. SCOPE

All employees are covered by this program and, as a condition of employment, are required to abide by the terms of this program. Supplemental programs for DOT covered employees and Police Officers and Firefighters may also apply. Any employee in doubt as to the requirements or procedures applicable to their situation may contact the City Human Resources Department for information.

III. DRUG-FREE WORKPLACE PROGRAM DISSEMINATION

- A. The City will give a general one-time notice to all employees that the City prohibits its employees from illegally or improperly using, possessing, selling, manufacturing, or distributing drugs on its property, or while its employees are at work; that it is against City policy to report to work or to work under the influence of drugs; that it is a condition of employment to refrain from using nonprescription drugs or alcohol on the job, or abusing legal drugs on or off the job such that it affects their job; and that a drug testing program is being implemented.
- B. Prior to testing, all employees will be given a summary of the Drug-Free Workplace Program, a summary of the drugs which may alter or affect a drug test, a list of local employee assistance programs, and a list of local alcohol and drug rehabilitation programs.
- C. A notice of drug testing will be included with all job vacancy announcements for which drug testing is required. A notice of the City's drug testing program will also be posted in appropriate and conspicuous locations on the City's premises and copies of the program will be made available for inspection during regular business hours in the Human Resources Department.

IV. DEFINITIONS

The definitions of words and terms as set forth in § 440.02(1) and § 440.102(1), Fla. Stat. (2002), and the Agency for Health Care Administration, Drug-Free Workplace Standards (59A-24, F.A.C.) shall apply to the words and phrases used in this program unless the context clearly indicates otherwise. When the phrase “drug and alcohol” testing, use, etc., is used in connection with different testing mechanisms, prohibitions or causes for testing, “drug” includes all of the below listed substances except alcohol. “Drug” otherwise has the same meaning as in Section 440.102(1)(c), Fla. Stat., which defines “drug” as follows:

(c) “Drug” means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph.

V. ALCOHOL USE PROHIBITIONS

- A. The consumption of alcohol on City property or while on duty (during working hours, while at work, etc.) is prohibited and will result in disciplinary action, up to and including dismissal. The prohibition of consumption of alcohol upon City property or on duty does not, however, apply to those assignments, premises, or events at which consumption of alcohol is authorized by management. Such authorization does not encourage, sanction, or authorize any individual to consume alcohol in excess to a point of being intoxicated. Therefore, any employee at an event, who in the sole opinion of the Management becomes intoxicated, must refrain from further consumption of alcohol and, upon request by Management, leave the function. Failure to comply with the request constitutes a violation of the program and will subject the employee to disciplinary action.
- B. Off-duty use of alcohol may adversely affect an employee’s job performance or adversely affect or threaten to adversely affect other interests of the City, including, but not limited to, the employee’s relationship to his/her job, fellow workers’ reputations, or goodwill in the community. Disciplinary action, up to and including dismissal, may be imposed on this basis.
- C. Except as provided herein, the personal possession (i.e., on the person, or in a desk, or locker) of alcohol on City property or during working hours will result in disciplinary action, up to and including dismissal.

- D. It is against the City's program and a violation of City policy to report to work or to work under the influence of alcohol.
- E. For purposes of implementing this policy, an employee is presumed to be under the influence of alcohol if a chemical breath alcohol test shows a concentration of alcohol of .04% or higher.
- F. An employee who Management has reason to suspect is under the influence of alcohol will be removed immediately from the workplace and will be tested and evaluated by authorized personnel selected by Management, if reasonably available. The City will take further action (i.e., further testing, referral to counseling, and/or disciplinary action) based on medical information, work history, and other relevant factors. The determination of appropriate action in each case rests solely with the City.
- G. Failure to pass a chemical breath alcohol test will result in further confirmatory breath alcohol testing or disciplinary action, up to and including dismissal.
- H. Efforts to tamper with, or refusal to submit to a chemical breath alcohol test will subject the employee to dismissal.
- I. Employees arrested for an alcohol-related incident, as indicated on the arrest report, shall notify, as soon as feasible, but in any event no later than 24 hours after the arrest, the City management representative having direct administrative responsibility for the arrested employee of the arrest if the incident occurs:
 - 1. During working hours, or
 - 2. While operating a City vehicle, or
 - 3. While operating a personal vehicle on City business.Failure to comply with this subsection will result in disciplinary action up to and including dismissal.
- J. Violations of alcohol use prohibitions can subject an employee to disciplinary action, up to and including dismissal. Dismissal for a first offense will be considered an appropriate penalty absent mitigating circumstances.

VI. DRUG USE PROHIBITIONS

- A. The use, sale, purchase, possession, manufacture, distribution, or dispensation of nonprescription drugs or their metabolites on City property or while at work

(while on duty, during working hours, etc.) is a violation of the City's Program and is just cause for immediate dismissal.

- B. Reporting to work, or working, under the influence of nonprescription drugs is a violation of the City's Program and is just cause for immediate dismissal.
- C. For purposes of this program, an employee is presumed to be under the influence of drugs if a urine test or other authorized testing procedure shows a forensically acceptable positive quantum of proof of drug usage as set forth by federal guidelines as established by the U.S. Department of Transportation.
- D. Legal medications (over-the-counter) or prescription drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any over-the-counter medications or prescription drugs which might impair safety, performance, or motor functions shall advise his direct management representative of the possible impairment before reporting to work under the influence of such medication or drug. A failure to do so may result in disciplinary action. If Management determines that the impairment does not pose a safety risk, the employee will be permitted to work. Otherwise, Management may temporarily reassign the employee or place the employee in an appropriate leave status during the period of impairment.

Improper use of "prescription drugs" is prohibited and may result in disciplinary action. Improper use of prescription drugs includes, but is not limited to, use of multiple prescriptions of identical or interchangeable drugs, and/or consumption of excessive quantities of individual or therapeutically interchangeable drugs, and/or inappropriately prolonged duration of consumption of drugs, and/or consumption of prohibited drugs for other than valid medical purposes. For the purpose of this Program, consumption of any drug by the employee of more than the manufacturer's maximum recommended daily dosage, or for a longer period of time than recommended, or of any prohibited drug prescribed for or intended for another individual, or for other than a valid medical purpose shall be construed to constitute improper use. Excessive or inappropriate prescribing by the prescriber or prescribers shall NOT constitute a defense for the employee. Prescription medication shall be kept in its original container if such medication is taken during working hours or on City property.

- E. Refusal to submit to or efforts to tamper with a drug test will subject the employee to dismissal.
- F. Except as provided herein, failure to pass a drug test will result in disciplinary action, up to and including dismissal.

Violations of drug prohibitions can subject an employee to disciplinary action up to and including dismissal. Dismissal for a first offense will be considered an appropriate penalty absent mitigating circumstances.

VII. TESTING

A. Reasonable Suspicion Testing

1. “Reasonable suspicion testing” means drug testing based on a belief that an employee is using, or has used drugs in violation of the City’s program, on the basis of specific, contemporaneous, physical, behavioral or performance indicators of probable drug use.

Two management representatives shall substantiate and concur in the decision to test said employee, if feasible. Only one management representative need witness the conduct. The management representative(s) and witness(es) shall have received training in the identification of actions, appearance, conduct or odors which are indicative of the use of drugs or alcohol. If a management representative believes reasonable suspicion exists, the management representative shall report his or her findings and observations to the next higher management representative having administrative responsibility for the affected employee. Upon approval by the next higher management representative, the employee will be asked to immediately submit to a drug test(s). . When chemical breath testing (or other reliable mechanisms for alcohol testing) is used, the test may be conducted immediately at the work site or later at the collection site. Factors which substantiate cause to test for breath or urine shall be documented by the management representative on the Substance Abuse Investigation Report Form which must be completed as soon as practicable, but no later than seven (7) days after the employee has been tested for drugs. A copy of this report will be given to the employee upon request.

2. Each supervisor shall be responsible to determine if reasonable suspicion exists to warrant drug testing and required to document, in writing, the specific facts, symptoms, or observations that form the basis for such reasonable suspicion. The documentation shall be forwarded to the Department Head or designee to authorize the drug test of an employee.

The Department Head or designee shall require an employee to undergo drug testing if there is reasonable suspicion that the employee is in violation of the City of Gainesville Drug-Free Workplace Program. Circumstances which constitute a basis for determining “reasonable suspicion” may include but are not limited to:

- a. A Pattern of Abnormal or Erratic Behavior - This includes, but is not limited to, a single, unexplainable incident of serious abnormal behavior or a pattern of behavior that is radically different from what is normally displayed by the employee or grossly differing from acceptable behavior in the workplace.
- b. Information Provided by a Reliable and Credible Source - The first line supervisor or another supervisor/manager receives information from a reliable and credible source as determined by the Department Head that an employee is violating the City's Drug-Free Workplace Program.
- c. Direct Observation of Drug Use - The first line or another supervisor/manager directly observes an employee using drugs while the employee is on duty. Under these circumstances, a request for drug testing is MANDATORY.
- d. Presence of the Physical Symptoms of Drug Use - The supervisor observes physical symptoms that could include, but are not limited to, glassy or bloodshot eyes, slurred speech, poor motor coordination, or slow or poor reflex responses different from what is usually displayed by the employee or what is generally associated with common ailments such as colds, sinus, hay fever, diabetes, etc.

The following will be deemed reasonable suspicion and may provide a sufficient basis for requesting a drug test at the direction of the Department Head or designee:

- e. Violent or Threatening Behavior - First Incident: If an employee engages in unprovoked, unexplained, aggressive, violent and/or threatening behavior against a fellow employee or a citizen, the Department may request that the employee submit to drug testing.
- f. Violent or Threatening Behavior - Subsequent Incident: Whether or not an employee has previously received formal counseling or disciplinary action for unprovoked, unexplained, aggressive, violent and/or threatening behavior against a fellow employee or a citizen, upon a second or subsequent episode of similar behavior/conduct (within twelve months), the Department shall request that the employee undergo drug testing.
- g. Absenteeism and/or Tardiness: If an employee has previously received a suspension action for absenteeism and/or tardiness, a continued poor record (within twelve months) that warrants a

second or subsequent suspension action may result in a request for a drug test.

- h. Odor: Odor of cannabis or alcohol upon the person.

B. Performance Related Accident Testing

1. In case of a fatality, any employee involved in the accident should be tested for drugs and alcohol.
2. In the case of a vehicular accident, not involving a fatality, the driver should be tested for drugs and alcohol if in the reasonable judgment of investigating public safety officials or supervisory personnel, the driver could not be absolved of any fault for the accident and either or both of the following apply:
 - a. Any vehicle involved in the accident has disabling damage that would prevent the vehicle from continuing in operation without causing additional damage to the vehicle;
 - b. Any person involved in the accident requires medical treatment away from the scene of the accident. An accident may consist of injury to occupants of the bus even if there is no physical damage to the bus.
3. In the case of a non-vehicular accident, not involving a fatality, all employees who could not be absolved from contributing to the accident will be tested for drugs or alcohol if:
 - a. Any person involved in the accident receives medical treatment away from the scene of the accident, or
 - b. The total damage caused by the accident meets or exceeds \$2,500.

C. Return to Duty Testing

An employee who does not pass a chemical breath alcohol or urine drug test may not return to work until meeting at least the following requirements:

1. The employee must pass a drug test administered under this program.
2. The Substance Abuse Professional (SAP) must approve the employee for return to work.

3. The employee must agree to participate in and successfully complete any alcohol or drug evaluation, counseling or rehabilitation program prescribed by the SAP.
4. The employee must agree to submit to periodic, unannounced drug tests for a period of up to 60 months.

D. Position Change Testing

Employees moving to a position requiring pre-employment testing, shall be required to successfully pass the pre-employment drug and/or alcohol test required for that position and shall be subject to random testing if required by the position.

E. Follow-up Testing

If the employee in the course of employment enters an employee assistance program for drug related problems, or an alcohol and drug rehabilitation program not related to the employee's failure to pass a drug test, the employee shall submit to a drug test prior to return to duty and be cleared for return by the, SAP and, unless otherwise agreed to by the City, submit to drug tests as a follow-up to such program on at least an annual basis for a period of 24 months thereafter, as determined by the City. Advance notice of the follow-up test shall not be given to the employee.

F. Routine Fitness for Duty

An employee shall submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is required for all members of an employment classification or group.

G. Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations.

H. Refusal to Test

Employees who refuse to submit to a chemical breath alcohol or urine drug test administered in accordance with this program forfeit their eligibility for all workers' compensation medical and indemnity benefits and will be subject to dismissal.

VIII. TESTING PROCEDURE

A. Tested Substances

The City may test for any or all of the following drugs:

Alcohol
Amphetamines (e.g., Binhetamine, Desoxyn, Dexedrine, etc.)
Cannabinoids (e.g., marijuana, hashish, etc.)
Cocaine
Phencyclidine (PCP)
Methaqualone (e.g., Quaalude, Parest, Sopor, etc.)
Opiates
Barbiturates (e.g., Phenobarbital, Tuinal, Amytal, etc.)
Benzodiazophines (e.g., Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Verstran, Xanax, etc.)
Methadone (e.g., Dolophine, Methadose, etc.)
Propoxyphene (e.g., Darvocet, Darvon N, Dolene, etc.)

B. Designated Laboratory

Because of the potential adverse consequences of positive test results on employees, the City will employ a very accurate testing program. Specimen samples will be analyzed by a highly qualified, independent laboratory which has been selected by the City and certified by the appropriate regulatory agency. The name and address of the certified laboratory currently used by the City is on file with the Designated Employer Representative (DER) in the Health Services Department..

C. Notification of Prescription Drug Use

Employees will be given an opportunity prior to and after testing to, on a confidential basis, provide any information they consider relevant to the test including listing all drugs they have taken within the immediately preceding 30-day period, including prescribed drugs and to explain the circumstances of the use of those drugs in writing or other relevant medical information on a Drug Use Information Form, which information will be furnished to the Medical Review Officer (MRO) in the event of a positive confirmed result. Employees will also be provided with a notice of the most common medications by brand name or common name, as well as the chemical name, that may alter or affect a drug test.

D. Testing of Injured Employees

An employee injured at work and required to be tested will be taken to a medical facility for immediate treatment of injury. If the injured employee is not at a

designated collection site, the employee will be transported to one as soon as it is medically feasible and specimens will be obtained. If it is not medically feasible to move the injured employee, specimens will be obtained at the treating facility under the procedures set forth in this program and transported to an approved testing laboratory. No specimen will be taken prior to the administration of emergency medical care. An injured employee must authorize release to the City the result of any tests conducted for the purpose of showing the presence of alcohol or drugs.

E. Body Specimens

Urine will be used for the initial test for all drugs except alcohol and for the confirmation of all drugs except alcohol. Chemical breath alcohol test will be used for the initial and confirmation test for alcohol. Sufficient volume of specimens shall be obtained so as to provide for the necessary number of samples as may be required, depending upon the number of required procedures. In the case of injured employees, the physician will have the discretion to determine to not draw a blood sample if such would threaten the health of the injured employee or if the employee has a medical condition unrelated to the accident which may preclude the drawing of the necessary quantity of blood for a testing specimen. Under these circumstances, no inference or presumption of intoxication or impairment will be made for the purposes of § 440.101-.102, but discipline for violation of the Program may be taken based upon observable conduct or conditions and/or the result of other tests, if any.

F. Cost of Testing

The City will pay the cost of initial and confirmation drug tests, which it requires of employees. An employee will pay the cost of any additional drug test not required by the City.

G. Collection Site, Work Site

1. The City will utilize a collection site designated by an approved laboratory that has all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, chain of custody procedures, temporary storage and shipping or transportation of urine specimens to an approved drug testing laboratory. The City may also utilize a medical facility as a collection site which meets the applicable requirements.
2. The City may require that an employee take a chemical breath test at the Work Site or other City facility.

3. Security of the collection site, chain of custody procedures, privacy of the individual, collection control, integrity and identity of the specimen, and transportation of the specimen to the laboratory as applicable will meet state or federal rules and guidelines.

H. Collection Site, Work Site, Personnel

A specimen for a drug test will be taken or collected by:

1. A physician, a physician's assistant, a registered professional nurse, a licensed practical nurse, a nurse practitioner, or a certified paramedic who is present at the scene of the accident for the purpose of rendering emergency service or treatment; or
2. A qualified person employed by a licensed laboratory who has the necessary training and skills for the assigned tasks.

In the case of a chemical breath test, utilizing evidential breath test (EBT) devices, a technician licensed pursuant to federal regulations. In the case of other reliable mechanisms, a management representative who has received training in administering the test and analyzing the results.

I. Testing Laboratory

1. The laboratory used to analyze initial or confirmation chemical breath or urine specimens will be licensed or certified by the appropriate regulatory agencies to perform such tests.
2. All laboratory security, chain of custody, transporting and receiving of specimens, specimen processing, retesting, storage of specimens, instrument calibration and reporting of results will be in accordance with applicable state or federal laws and rules established by the Agency for Health Care Administration of the U.S. Department of Transportation.
3. The laboratory or Medical Review Officer will provide assistance to the employee for the purpose of interpreting any positive confirmed test results.

J. Initial Tests

Initial tests will use an immunoassay except for the test for alcohol. The following cutoff levels will be used when screening specimens to determine whether they are positive or negative for these drugs or metabolites. All levels equal to or exceeding the following will be reported as positive:

Alcohol	0.04% concentration
Amphetamines	1,000ng/mL
Cannabinoids	50ng/mL
Cocaine	300ng/mL
Phencyclidine	25ng/mL
Methaqualone	300ng/mL
Opiates	2,000ng/mL
Barbiturates	300ng/mL
Benzodiazepines	300ng/mL
Synthetic Narcotics:	
Methadone	300ng/ml
Propoxyphene	300ng/ml

K. Confirmation Tests

All urine specimens identified as positive on the initial test will be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration. Chemical breath alcohol testing will be confirmed using an Evidential Breath Testing (EBT) device or an Alcohol Screening Device (ASD). All confirmation will be done by quantitative analysis. Concentrations which exceed the linear region of the standard curve will be documented in the laboratory and recorded as “greater than highest standard curve value.” The following confirmation cutoff levels will be used when analyzing specimens to determine whether they are positive or negative for these drugs and metabolites. All levels equal to or exceeding the following will be reported as positive:

Alcohol	0.04% concentration
Amphetamines	500ng/mL
Cannabinoids	15ng/mL
Cocaine	150ng/mL
Phencyclidine	25ng/mL
Methaqualone	150ng/mL
Opiates	2,000ng/mL
Barbiturates	150ng/mL
Benzodiazepines	150ng/mL
Synthetic Narcotics:	
Methadone	150ng/mL
Propoxyphene	150ng/mL

IX. TEST RESULTS (Chemical Breath Alcohol and Drug Urine)

A. Reporting Results

1. The laboratory shall disclose to the Medical Review Officer (MRO) a written positive confirmed test result report. The laboratory should report all drug test results (both positive and negative) to the MRO. The name and address of the current MRO is on file with the Manager of Employee Health Services. The MRO is employed by the City and is not an employee of the drug testing laboratory. The collection site will report all positive and negative alcohol results directly to the Designated Employer Representative as soon as the tests are completed.
2. The collection site/laboratory will report as negative all specimens which are negative on the initial test or negative on the confirmation test. Only specimens confirmed positive on the confirmation test will be reported positive for a specific drug or for alcohol.
3. The laboratory will transmit drug test results in a timely manner designed to ensure confidentiality of the information. The laboratory and MRO will ensure the security of the data transmission and restrict access to any data transmission, storage and retrieval system.
4. The MRO will verify that positive and negative test results were properly analyzed and handled according to applicable federal and state laws. The MRO will have knowledge of substance abuse disorders and shall also be knowledgeable in the medical use of prescription drugs and in the pharmacology and toxicology of illicit drugs. The MRO shall evaluate the drug test result(s) reported by the lab, verifying by checking the chain of custody form that the specimen was collected, transported and analyzed under proper procedures, and determine if any alternative medical explanations caused a positive test result. This determination by the MRO may include conducting a medical interview with the tested individual, review of the individual's medical history or the review of any other relevant bio-medical factors. The MRO shall also review all medical records made available by the tested individual. The MRO may request the laboratory to provide quantification of test results.
5. The MRO will (1) notify the Designated Employer Representative of negative results, or (2) contact the employee regarding a confirmed positive test result and make such inquiry as to enable the MRO to determine whether prescription or over-the-counter medication could have caused the positive test result. In this latter case, the MRO will follow the procedure set forth in either the Agency for Health Care Administration or D.O.T. rules for providing the employee the opportunity to present

relevant information regarding the test results. After following the appropriate procedures, the MRO will notify the City in writing of any verified positive test results. If the MRO after making and documenting all reasonable efforts is unable to contact the employee to discuss positive test results, the MRO will contact a designated management official to arrange for the employee to contact the MRO. The MRO may verify a positive test without having communicated to the employee about the results of the test, if (1) the employee declines the opportunity, or (2) within two days after contacting the designated management official the employee has not contacted the MRO. Further, employees or applicants must cooperate fully with the MRO. Failure to meet with the MRO upon his or her request or failure to promptly provide requested information will result in an employee immediately being placed on suspension without pay and may result in discharge.

6. Within five (5) working days after the City receives a positive, confirmed and verified test result from the MRO, the City will notify the employee in writing of such test results, the consequences of such results, and the options available to the employee, including the right to file an administrative or legal challenge. Notification shall be mailed certified or hand delivered. Hand delivery is the preferred method of providing notice to employees. Mailed notification shall be deemed received by the employee when signed for, or seven (7) calendar days after mailing, whichever occurs first.
7. The City will, upon request, provide to the employee a copy of the test results.
8. Unless otherwise instructed by the City in writing, all written records pertaining to a given specimen will be retained by the drug testing laboratory for a minimum of five (5) years. The drug testing laboratory shall retain (in properly secured refrigerated or frozen storage) for a minimum period of one (1) year, all confirmed positive specimens. Within this one- (1) year period the City, employee, MRO or Agency for Health Care Administration may request in writing that the laboratory retain the specimen for an additional period of time. If no such request, or notice of challenge (See B3 below) is received, the laboratory may discard the specimen after one (1) year of storage.

B. Challenges to Test Results

1. Within 72 working hours after receiving notice of a positive, confirmed and verified test result from the City or the MRO, the employee may submit information to the City explaining or contesting the test results, stating why the results do not constitute a violation of this program. The

employee will be notified in writing if the explanation or challenge is unsatisfactory to the City. This written explanation will be given to the employee within fifteen (15) days of receipt of the explanation or challenge, and will include why the employee's explanation is unsatisfactory, along with the report of positive result. All such documentation will be kept confidential and will be retained for at least one (1) year.

2. Employees may challenge employment decisions made pursuant to this program as may be authorized by the City personnel policies or collective bargaining agreements.
3. When an employee undertakes an administrative or legal challenge to the test results, it shall be the employee's responsibility to notify the City through its Human Resources Director and the laboratory, in writing, of such challenge and such notice shall include reference to the chain of custody specimen identification number. After such notification, the sample(s) shall be retained by the laboratory until final disposition of the case or administrative appeal.
4. The Agency for Health Care Administration, employer or MRO detecting a false positive error shall immediately notify the laboratory and the employee's management representative to whom the false positive test result was reported.

C. Employee Protection

1. During the 72-hour period after the employee's receipt of the City's written notification of a positive test result, the employee may request that the City have the split sample portion of the specimen retested, at the employee's expense. The retesting must be done at another Agency for Health Care Administration licensed laboratory. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the City will be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody for such transfer.
2. The drug testing laboratory will not disclose any information concerning the health or mental condition of the tested employee.
3. The City will not request or receive from the testing facility any information concerning the personal health, habit or condition of the employee including, but not limited to, the presence or absence of HIV antibodies in a worker's body fluids.

4. The City will not dismiss, discipline, discriminate against, or request or require rehabilitation of an employee on the sole basis of a positive test result that has not been verified by a confirmation test.
5. The City will not dismiss, discipline or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while in the employ of the City, for a drug-related problem, if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered an alcohol or drug rehabilitation program. This shall not prevent follow-up testing as required by this program.

X. EMPLOYEE ASSISTANCE PROGRAM (EAP)

- A. The City regards its employees as its most important asset. Accordingly, the City maintains an EAP which provides help to employees who suffer from alcohol or drug abuse and other personal or emotional problems. Employees with such problems should seek confidential assistance from the EAP or other community resources before drug or alcohol problems lead to disciplinary action. Employees may contact Employee Health Services for the name of the City's EAP.
- B. Information about a self-referred employee's contact with the EAP is confidential and will not be disseminated without the employee's permission. Further, an employee is not subject to discipline solely as a result of a self referral for treatment.
- C. However, use of the EAP or other community resources will not shield the employee from appropriate disciplinary action for violations of the City's Drug-Free Workplace Program if such violations come to the City's attention through other means, including, but not limited to, reports from employees or outsiders, direct observation, or drug testing.
- D. Participation in any evaluation, treatment, or counseling program will be at the employee's expense, unless participation in the particular program is required by the City, or unless the employee is entitled to such benefits under the terms of the City's group health plan or by other available benefits.

XI. INVESTIGATION

- A. To ensure that illegal drugs and alcohol do not enter or affect the workplace, the City reserves the right to undertake reasonable searches of all vehicles, containers, lockers, or other items on City property in furtherance of this program. Individuals may be requested to display personal property for visual inspection.

- B. Searches for the purpose described herein will be conducted only where the City has reasonable suspicion that the employee has violated the City's Drug-Free Workplace Program, and that evidence of such misconduct may be found during the search.
- C. Preventing a premises/vehicle search or refusing to display personal property for visual inspection will be grounds for dismissal and/or denial of access to City premises.
- D. Searches of an employee's personal property will take place only in the employee's presence. All searches under this program will occur with the utmost discretion and consideration for the employee involved.
- E. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched except by law enforcement personnel having lawful authority to do so.
- F. Because the City's primary concern is for the safety of its employees, the public and their working environment, the City will not normally seek prosecution in matters involving mere possession of illegal substances discovered solely as a result of search under this section. However, the City will turn over all confiscated drugs and drug paraphernalia to the proper law enforcement authorities. Further, the City reserves the right to cooperate with or enlist the services of proper law enforcement authorities in the course of any investigation.

XII. ARREST FOR DRUG-RELATED CRIME

A. Notification

As a condition of employment, each employee obligates himself or herself to notify his or her appropriate management representative of the arrest for any alleged violation of or conviction under any criminal drug statute, including but not limited to, offenses described in Section 316.193, Chapter 859 and Chapter 893, Fla. Stat. (2002). Except for the more immediate notice required under Article V.I. of this program, the employee shall give the required notice within 48 hours of such event. Failure to notify will result in dismissal.

B. Arrests

If an employee is arrested on a charge of commission of a drug-related crime, the City will perform a preliminary investigation of all of the facts and circumstances surrounding the alleged offense, and City officials may utilize the drug-testing procedures in accordance with this program. In most cases, the arrest for a drug-related crime, except off-duty alcohol use, will constitute reasonable suspicion of drug use under this program. However, information on drug test results shall not

be released or used in any criminal proceeding against the employee. Information released contrary to this section shall be inadmissible as evidence in any such criminal proceeding. In conducting its own investigation, the City shall use the following procedures:

During the preliminary investigation, an employee may be placed on leave with pay, if applicable, or removed from his/her assignment/position. After the preliminary investigation is completed, but in no event later than fifteen (15) days after the employee's department head learns of the arrest, normal personnel procedures shall be implemented.

XIII. CONFIDENTIALITY

All information, interviews, reports, statements, memoranda and drug test results, written or otherwise, received by the City as a part of this drug testing program are confidential communications. Unless required by state or federal laws, rules or regulations, the City will not release such information without a written consent form signed voluntarily by the person tested, except when consulting with legal counsel in connection with action brought under or related to § 440.101-.102, or when the information is relevant to the City's defense in a civil or administrative matter.

XIV. RECORDS AND TRAINING

A. Resource File

The City will maintain a current resource file of providers of employee assistance including alcohol and drug abuse programs, mental health providers, and various other persons, entities or organizations designed to assist employees with personal or behavioral problems. The City will inform employees and new hires about various employee assistance programs that the employer may have available. The information shall be made available at a reasonable time convenient to the City in a manner that permits discreet review by the employee. The City will provide the names, addresses, and telephone numbers of employee assistance programs and local alcohol and drug rehabilitation programs to employees.

B. Individual Test Results

1. The MRO and the City's Employee Health Services shall be the sole custodians of individual positive test results.
2. The MRO and the City shall retain the reports of individual positive test results for a period of five (5) years.

3. The City shall keep confidential and retain for at least one (1) year an employee's challenge or explanation of a positive test result, the City's response thereto, and the report of positive result.
4. The City shall keep all negative test results for five (5) years.

C. General Records of the City

1. Records which demonstrate that the collection process conforms to all appropriate state or federal regulations shall be kept for three (3) years.
2. A record of the number of employees tested by type of test shall be kept for five (5) years.
3. Records confirming that managers, supervisors and employees have been trained under this program shall be kept for three (3) years.

D. Drug Training Program

1. The City shall establish and maintain a Drug Training Program. The Program shall, at a minimum, include the following:
 - a. A written statement on file and available for inspection at its Human Resources Department outlining the Program.
 - b. At least an annual educational and training component for employees which addresses drugs; and
 - c. An educational and training component for all supervisory and managerial personnel which addresses drugs.
2. The educational and training components described in D.1.b and D.1.c above shall include the following:
 - a. The effects and consequences of drug use on personal health, safety and work environment.
 - b. The manifestations and behavioral changes that may indicate drug use or abuse.
 - c. Documentation of training given to employees, supervisory and management personnel.

All Code of Federal Regulations or State Statutes addressed in this document are available for review in the City of Gainesville's Human Resources Office.