

CITY OF KNOXVILLE

REQUEST FOR PROPOSALS

PUBLIC TRANSIT EMPLOYEE PAYROLL SYSTEM

**Proposals to be Received by 11:00:00 a.m., Eastern Time
February 21, 2018**

Submit Proposals to:
City of Knoxville
Office of Purchasing Agent
City/County Building
Room 667-674
400 Main Street
Knoxville, Tennessee 37902

CITY OF KNOXVILLE
Request for Proposals
Public Transit Employer Payroll System

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**City of Knoxville
Request for Proposals
Public Transit Employee Payroll System**

I. Statement of Intent

The City is seeking proposals from responsible firms to provide a public transit employee payroll system for Knoxville Area Transit (KAT), the City’s bus transit system. A three-year contract with two additional one-year options will be awarded to the responsive proposer who provides the best solution for the City based upon evaluation criteria established within this request for proposals. The awarded proposer will work closely with staff members of KAT and City Information Systems in fulfilling the contract requirements.

II. RFP Time Line

Availability of RFPJanuary 31, 2018

Deadline for questions to be submitted in writing to the
Purchasing AgentFebruary 12, 2018

Proposals Due DateFebruary 21, 2018

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.**

III. Background

The City of Knoxville’s transit system, AKA, Knoxville Area Transit (KAT) is operated and maintained by K-Trans Management, Inc, a public non-profit created by the City of Knoxville in the early 1990s. K-Trans is the employer who manages the public transit system work force, negotiates with the labor organization, and manages a payroll system separate from the City civil-service employee system. K-Trans Management Inc. employs 300 transit vehicle operators, mechanics, service people, staff and management team, all paid bi-weekly.

IV. General Conditions

4.1 The following data is intended to form the basis for submission of proposals to provide the public transit employee automated payroll system for the City of Knoxville.

4.2 This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

4.3 All materials submitted pursuant to this RFP shall become the property of the City of Knoxville.

4.4 To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

4.5 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of the Assistant Purchasing Agent Penny Owens by the close of the business day on February 12, 2018**. Questions can be submitted by letter, fax (865-215-2277), or email to powens@knoxvilletn.gov. The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

4.6 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

4.7 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this qualification. The qualifier is required to submit this affidavit with the submission. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the proposer/qualifier intends to use subcontractors and/or suppliers from one of the defined groups. Proposers/Qualifiers are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

4.8 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.

4.9 All expenses for making a submission of proposal shall be borne by the submitting entity.

4.10 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to the City of Knoxville for the services set forth**

in the Request for Proposals until one or more of the submissions have been duly accepted by the City.

4.11 Prior to submitting their proposals, proposers are to be registered with the Purchasing Division through the City of Knoxville’s online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Proposals from un-registered proposers may be rejected.**

4.12 **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).

4.13 **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City of Knoxville shall not be liable for any commercial carrier’s decision regarding deliveries during inclement weather.

V. Scope of Service

The purpose of this request for proposals (RFP) is to award a three-year contract, with two additional one-year options, with a qualified, responsive and responsible firm to provide a comprehensive employee payroll system designed to meet the requirements outlined within the technical specifications below.

Proposers will be responsible for providing project coordination and management activities necessary in order to facilitate project delivery, installation and implementation per an approved project schedule. The successful proposer will also be responsible for training designated management and staff on any software or product in this procurement. The successful proposer will be responsible for providing project coordination and management activities necessary to ensure KAT staff and employees have the tools necessary to fulfill payroll related requirements.

Proposers must respond to each and all proposal requirements provided in the technical specifications below. All proposers must provide a list with contact information for all transit industry clients for the past five years for which they have developed and provided like payroll systems.

5.1 Technical Specifications: Please respond to each requirement below with a confirmation response and a description of how the proposed system meets the requirement. If the requirement is not met, then please supply a “not available” (N/A) response.

Item	Technical Requirement	Proposers Response
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1.	KAT is seeking a payroll processing company to calculate filing, deposit and reconcile KAT's taxes, including federal, state, local, Social Security, Medicare, FUTA and SUI. See Exhibit A – KAT Payroll Facts for payroll detail.	
2.	System must have the capability to download data (in an Excel format) into a stand-alone report capable of transferring data to the City's general ledger. No direct feed to g/l is necessary.	
3.	Provider will be responsible for responding to any and all government inquiries, and if necessary file amended returns on KAT's behalf.	
4.	Provider will prepare, submit and provide copies of all returns and reconciliation reports required by federal, state, and local tax agencies quarterly and/or annually.	
5.	Provider will review all benefit charges received to prevent improperly paid benefits, duplicate payments, incorrect benefit amounts and invalid employment dates.	
6.	Provider will monitor KAT's SUI rate and must ensure correct and timely filing of all applications for non-charge status and provide timely management reports of all claims and appeals activity.	
7.	Provider must meet all rules and requirements necessary to process authorizations for direct deposits, checks, and stored value debit cards. 24/7 toll free Pay Card cardholder customer service is required.	
8.	Electronic payroll checks, with an option for paper checks that are stuffed and delivered in payroll envelopes with an authorized signature.	
9.	Clear, detailed statements of wages, deductions, and accurate up-to-date leave balances must be provided with each pay stub, whether it be paper or electronic.	
10.	Payroll system must have the ability to track labor distribution costs.	
11.	Employees must have the ability to create, make changes to, and print their W-4 forms.	

12.	KAT payroll administrator must have the capability to search, view, and print a single check or range of checks from an online search function.	
13.	KAT payroll administrator must have the ability to void a paycheck without having to re-key paycheck detail. Changes to a check must automatically update throughout the payroll system.	
14.	All delivery of output reports (i.e. payroll register, summary recaps, etc.) must be done via a hosted site that can be easily accessed and downloadable to a portable device or hard drive.	
15.	Provider must meet all rules and requirements necessary to calculate, prioritize, and process complicated deduction calculations.	
16.	Provider must deduct and make all necessary payments and reports to the respective agencies in a timely manner.	
17.	Provider must transmit new hire data to the appropriate state agencies, along with a complete management summary of verification of reporting by employee.	
18.	Provider will deliver clear, timely, easy-to-read forms and year-end summaries (W-2 and 1099). Ability to enter and track third-party sick pay for the purpose of W-2 data is required.	
19.	KAT payroll administrator must have access to master file information and have the ability to easily make changes as needed.	
20.	Payroll system must have the ability to make batch changes, such as insurance premium increases or contractual pay increases.	
21.	Payroll system must have the ability to easily make changes to an employee's pay rate, deductions, and/or direct deposit for future dates, not check date driven.	
22.	Pay data must be accessible online with audit reports allowing administrator to view changes to employee master file data, terminations during pay period, voluntary deductions, paid leave, etc.	
23.	Payroll system must have a "pre-edit process" allowing the payroll administrator	

	to view and verify the net results of the payroll to include, but not limited to, active employees not receiving pay, excessive hours, payroll register, open leave requests, and a summary recap report. Any changes or edits as a result of the review of the pre-edit process must allow administrator to halt payroll process, make necessary changes and re-submit for review (at no additional charge to KAT).	
24.	System must allow for test running in payroll for any pay rule changes prior to processing.	
25.	System must provide a user friendly report writer function that has a library of customizable payroll and human resource type reports. Additionally, must have the capability to easily create Ad Hoc reports. All reports must have the ability to export into other formats, but most specifically Excel. Must be ODBC compliant for Microsoft Access and Excel.	
26.	Provider must host the application at a secure data center and provide all data backups and software updates. Secure Socket Layer and firewall protections are required.	
27.	Payroll system must have 24/7 web-based access with real-time data.	
28.	Upgrades to the system must be automatic and transparent to be accompanied by notifications of enhanced features at no extra cost to KAT.	
29.	Complete back up data must be provided at no additional cost to KAT.	
30.	Payroll system must have security monitoring and testing, to include intrusion detection at server and network levels.	
31.	Payroll system must have a multiple firewall design to include multi-layered password protection using Digital Certification authentication for end user access.	
32.	Payroll system must have capability to re-route traffic to available channels in the event of any one channel's inability to effectively process.	
33.	Access to the data must be available through PC via any number of standalone or	

	networked PC's with high-speed internet access and must be available 24/7.	
34.	Payroll provider must have an alternative processing arrangement to provide immediate and continual processing service in the event the provider's primary operation site or equipment is unavailable for any reason.	
35.	Provider must deliver timely and accurate reporting information.	
36.	Provider will be responsible for on-site training or have instructor-led sites in the greater Knoxville area. Web based training must also be available. Provider must also offer training and/or assistance via telephone or web to KAT staff members.	
37.	Provider will assist in conversion of master file data and assign an experienced, dedicated project manager to oversee transition from current payroll system to startup of proposed system.	
38.	Project Manager must be knowledgeable of the product being proposed and readily accessible to KAT project management.	
39.	KAT will require an assigned account representative for this project who is readily available, both during and after the initial startup, either in person, by phone, or via internet 24/7/365 for day to day resolution of processing issues.	
40.	KAT requires a biometric time clock for use by the Maintenance staff with this payroll system. System will be required to work with existing Z34 model biometric time clock.	
41.	Payroll system must have to ability to input new work schedules from an Excel spreadsheet.	
42.	Payroll system must provide KAT with the ability to generate and print a manual check	
43.	Payroll system must have customizable fields for tracking, such as licenses and medical certifications	
44.	Payroll system should allow for the attaching of messages to pay stubs.	
45.	Payroll system must allow for customizable access levels.	
46.	Payroll system must have the ability to	

	provide standard reports reporting of total compensation, i.e. wages + benefits.	
47.	Payroll system must be customizable to meet KAT pay rules such as holiday pay, overtime pay, rounding, etc. See attached Exhibit B – Rules for calculating pay association with Holidays	
48.	System should allow for geo-fencing for attendance.	
49.	System must allow for paid time off requests to be submitted and manager approved electronically.	
50.	System must allow for managers to view and approve time sheets daily.	
51.	Payroll system must have an app which allows Senior Staff employees to clock in and out from smart phones and other staff to clock in and out via PC's. Provider must be able to limit acceptable clock in and clock out distances from primary location.	
52.	Schedules must be editable without having to remove and rekey schedule times populated into pay system.	
53.	Pay data such as pay codes and department codes must have pull down, populated options.	
54.	Payroll system must have the ability to apply rounding rules to all schedules.	
55.	Payroll system should have the ability to set and automatically start benefits and/or pay based on contractual dates.	
56.	Auto generated schedules should automatically cease upon an employee's change of departments or divisions.	
57.	For acceptance testing, the Provider will be expected to successfully execute at least three concurrent payrolls with the existing system	
58.	Employees must have the ability to download and print W-2 forms.	

VI. Contract Requirements

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

6.1 Contract Documents. The contract shall consist of (1) the RFP; (2) the proposal

submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.

6.2 Administration. The contract will be administered by Knoxville's Knoxville Area Transit (KAT).

6.3 Invoices. Invoices for services will be submitted to the City in accordance with the contract terms.

6.4 Independent Contractor. The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.

6.5 Assignment. The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

6.6 Indemnification and Hold Harmless. The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of

the Agreement.

6.7 Termination. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.8 Insurance. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its

officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.
- D. **Other Insurance Requirements.** Contractor shall:
- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
 - Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
 - Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 - Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

6.9 Ethical Standards. Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled "Debts owed by persons receiving payments other than Salary;" Chapter 2, Article VIII, Division 11. the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

- (1) the employee or the employee's immediate family;

- (2) A business other than a public agency in which the employee or member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.

(a) **Representation of Contractor.** Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) **Intentional Violation Unlawful.** The intentional violation of the representation specified in subsection (a) of this section is unlawful.

E. Section 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

6.10 Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.11 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this proposal of their efforts to do so.

6.12 Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.

6.13 Federal, State, and Local Requirements. Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

6.14 Licenses. Before a contract is signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.

6.15 Funding. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

6.16 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.

6.17 Subcontracts to the Agreement. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

6.18 Amendments. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.

6.19 Captions. The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.

6.20 Severability. If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

6.21 No Benefit for Third Parties. The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.

6.22 Non-Reliance of Parties. Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

6.23 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.24 EEO/AA. The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.

6.25 By submitting a proposal, the submitting entity agrees to all terms and conditions established in this RFP, including its contract requirements.

VII. Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

7.1 General

Submission forms and RFP documentation may be obtained on or after January 31, 2018, at no charge from:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at www.knoxvilletn.gov/purchasing where it can be read or printed using Adobe Acrobat Reader software.

7.2 Submission Information

Proposals shall include six (6) hard copies (one original and five duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00:00 a.m. (Eastern Time) on **February 21, 2018**. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, TN 37902

IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside “Public Transit Employee Payroll System.” Proposers are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

7.3 Format

The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. DO NOT BIND the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms:
 - A. Form S-1
 - B. Non-Collusion Affidavit
 - C. No Contact/No Advocacy Affidavit
 - D. Iran Divestment Act Certification of Noninclusion
 - E. Diversity Business Enterprise Program
4. Body of Proposal: Information which submitting entity wishes to include

NOTE: All required submission forms may be found in this solicitation document.

7.4 Evaluation of Proposals

All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The Evaluation Committee may or may not decide to interview any or all proposing entities at a time and date determined by the City in order to address questions and more fully ascertain how

the solution to this project satisfies the evaluation criteria. Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if any.

In addition to materials provided in the written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others. Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," the City may elect to negotiate with the next best and most responsive firm or team.

VIII. Evaluation Criteria

An evaluation team, composed of representatives of the City, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below.

The criteria and the associated weights upon which the evaluation of the proposals will be based include, but are not limited to, the following:

Evaluation Criteria and Associated Weights

CRITERIA DESCRIPTION	Maximum Point Value
Cost Component (Up to 30 Points Possible)	
Pricing Submitted within the Proposal	30
Value Component (Up to 70 Points Possible)	
Experience	10
Degree to which the Proposal Meets the Technical specifications	20

Software Functionality	20
Customer Service Support	20
TOTAL POSSIBLE POINTS	100

A. Cost component (up to 30 points possible). Proposers must submit proposed pricing for all products and services listed within their proposal. The lowest pricing will receive the most points.

B. Value Component (up to 70 points possible).

1) Experience (up to 10 points). The experience and qualifications of your organization with regard to accomplishing the scope of work outlined in this RFP. As a minimum, include descriptions of at least three projects of similar size and complexity that you have completed in the past as well as a list of references who can attest to these accomplishments. Additionally, provide a resume for the project manager who will be developing and/or implementing the payroll system at KAT should your firm be awarded the contract.

2) Degree to which the proposal meets the technical specifications (up to 20 points). Responses to each technical specification item will be reviewed to measure conformance with the payroll system requirements.

3) Software functionality (up to 20 points). Describe in detail the functionality of the payroll software that you plan to provide by explaining what it will do from both a payroll and Human Resource standpoint. Note the City will require a live, on-site demonstration of these capabilities; any proposer notified by the City should be prepared to meet with the Evaluation Committee at the time and date determined by the City of Knoxville.

4) Customer Service Support (up to 20 points). Describe the service support your organization will provide with regard to initial implementation and the support you will provide after implementation has occurred. This includes, but is not limited to, the response time to fix problems, potential update schedules to software, maintenance of software, and so forth.

Submission Forms

**CITY OF KNOXVILLE
REQUEST FOR PROPOSALS
Public Transit Employee Payroll System**

Submission Form S-1

Proposals to be Received by 11:00:00 a.m., Eastern Time; February 21, 2018; in Room 667-674, City/County Building; Knoxville, Tennessee.

IMPORTANT: Proposals shall include six (6) hard copies (one original and five duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

Please complete the following:

Legal Name of Proposer: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

Signature: _____

Name and Title of Signer: _____

Note: Failure to use these response sheets may disqualify your submission.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires _____

No Contact/No Advocacy Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of _____
_____, the Proposer that has submitted the attached Proposal;

(2) The Proposer _____ swears or affirms that he/she will abide by the following “No Contact” and “No Advocacy” clauses:

- a) **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Agent (Boyce H. Evans) or Assistant Purchasing Agent (Penny Owens). Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

- b) **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, Knoxville Area Transit or any other City staff.

Any company and/or individual who does not comply with the above stated “No Contact” and “No Advocating” policies may be subject to having their proposal rejected from consideration.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2017 goal is to conduct 3.33% of its business with minority-owned businesses, 9.21% of its business with woman-owned businesses, and 45.5% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Bidder/Proposer Company Name)

(Project Name)
\$ _____
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____.
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

Exhibit A - KAT Payroll Facts

KAT Payroll Facts
As of January 2018

Employee Demographics:

Hourly	274	
Salaried	37	311
		<hr/>

Employee Earnings Payments:

Direct Deposit *	237	
Pay Checks	15	
Both	1	253
		<hr/>

*All new employees will be required to Direct Deposit their paycheck

Employee Compensation Types:

Employee Pay Types:

- Salary
- Hourly Pay
- Bereavement
- Bonus Pay
- Shift Differential
- Job Classification
 - Relief Supervisor
 - A Mechanic
 - B Mechanic
 - C Mechanic
- FLMA Sick Pay
- FLMA Vacation Pay
- FLMA Personal Pay
- Overtime Pay
- Sick Pay
- Vacation Pay
- Personal
- Worker's Compensation Supplements
- Jury Duty
- Holiday Pay
- Holiday Work Pay
- Adjustments

Employer Pension Contributions - Allocated to Employee (4% of Employee Regular Earnings)

Employees are required to join one or more of the following three plans after 1 year of service.

Note-Employee may split employer contribution

- 403 A - 401(K) ATU
- 403 D - 403 Athene Annuity
- 403 F - 403 Fidelity
- 403 S - 403 Standard
- 403 V - 403 Valic

Employee Payroll Deduction Types:

- Federal Income Tax Withholding
- Employee OASDI Withholding
- Employee Medicare Withholding
- Employee Pension Contributions -

Employee pension contribution to retirement plans are a minimum of 3% of regular earnings up to the maximum allowed by IRS regulations.

Note-Employee may split employer contribution between the three plans in 25% increments:

403 A - Delta/American Investor's Life

403 F - Fidelity Investments

403 E - Standard Insurance

In addition to the above three plans, the employee may deduct additional funds to the following two plans:

ATU - Union Pension Plan

Valic - Pension Plan Option

125 Health Contribution

City Employee's Credit Union

Garnishments for:

Bankruptcies

IRS Liens

Court Ordered Child Support - Multiple locations

Other Court Ordered Garnishments

Dependent

Life Insurance

Union Dues:

National Union Dues

Local Union Dues

YMCA Dues

Employee Charitable Giving:

United Way

Community Health Charities

Community Shares

Miscellaneous Employer Reimbursements:

Usually one time deductions for clothing or other reimbursements due employer

Employee Labor Cost Centers:

Other Employer Costs:

Employer OASDI Contribution

Employer Medicare Contribution

State of Tennessee Unemployment Insurance (Current Rate = 0.32%)

KAT is FUTA Exempt

KAT Cost Centers:

Following are cost centers used by KAT. Not all are in current operation but successful vendor must be able to allocate employee costs to the assigned 'home' cost center and allow for hours to be split to additional cost centers for proper accounting.

100100 Administrative Staff	300100 Maintenance Supervisor
100200 Customer Service Staff	300101 A Mechanic
100201 Admin/Customer Staff	300102 B Mechanic
	300103 C Mechanic
200101 Operations Staff	300104 Service Full Time
200103 Transit Support Staff	300105 Service Part Time
200113 Telephone Info Relief	300106 Parts Counter Person
200201 Operator	300201 Service Paid as C Mecha
200203 Lift Operators	300202 Steam Cleaner
200204 Bus Swap	300203 C Mechanic Paid as Mech
200205 Trolley Operators	300204 B Mechanic Paid as Mechanic
200206 Bus Operators Shiners	300205 A Mechanic Paid as Lead
200207 Drug Screen	300301 UT Football Support
200208 Standby Bus	300302 Special Events
200210 Light Duty	300310 Maintenance-Light Duty

200214 Meeting
200215 Training
200222 Safety Meeting
200301 Sub-contract
200400 Emergency
200501 CC Footbal
200503 Farragut Football
200504 Market Sq Football
200505 OC Football
200511 UT Sub-Contract
200602 Lift Football
200606 Lift Shiner
200607 Lift Relief Supervisor
200702 Trolley Sub-Contract
200708 Trolley Shiner
200709 Standby Trolley
200902 Relief Supervisor
200999 Guarantee

300311 Maintenance-W/C

Exhibit B - Rules for calculating pay associated with Holiday Schedules

KAT Holiday Schedule:

New Year's Day- Closed
Martin Luther King Day- Saturday Schedule
Memorial Day- Saturday Schedule
July 4th- Closed
Labor Day- Saturday Schedule
Thanksgiving Day- Closed
Day After Thanksgiving Day- Saturday Schedule
Christmas Eve- Saturday Schedule
Christmas Day- Closed

Holiday Rules

For the Holidays that KAT is closed, there should be no auto-generated hours. The Holiday should be paid at either 8 or 10 hours, depending on the schedule of the driver. If they work 8 hours/5 days a week, then they will get paid 8 hours holiday pay, and if they work 10 hours/4 days a week then they would get paid 10 hours holiday pay.

For the holidays that we work a Saturday schedule, the auto-generated schedules should be removed from everyone and then be replaced with the Saturday schedule for the drivers that work on Saturday.

As before, holiday would be paid at either 8 or 10 hours, depending on the schedule. However, if they work on the holiday, they only get paid 8 hours for the holiday plus their regular pay for the hours they work.

Holiday Pay Calculations

If the driver is an 8 hour/5 days a week driver, the Holiday falls on one of their regular scheduled days to work and they do not work the holiday, then they will be working off of a 32 hour work week before accumulating over time.

If the driver is a 10 hour/4 days a week driver and the Holiday falls on one of their regular scheduled days to work and they do not work the holiday, then they will be working off of a 30 hour work week before accumulating over time.

If the Holiday falls on a regular scheduled work day for a driver and they work the Holiday, they would then be paid 8 hours for the holiday and then be working off a 40 work week before accumulating over time.

If the Holiday falls on a drivers regular day off then they will be paid 8 hours of holiday (it doesn't matter if they are a 5-8 driver or a 4-10 driver), and will be working off a 40 work week.

If the Holiday falls on a driver's regular day off and they work it, regular overtime rules would apply.

The maintenance staff has the same rules as the drivers for Holiday pay. They all work 8 hour shifts and would only be paid 8 hours holiday pay. The only difference for maintenance is if they work the third shift then their holiday would be paid on the day before (ex. MLK this year was on 1/15/18, but for third shift maintenance they would have been paid on 1/14/18). This would apply to all holidays no matter if we are closed or on a Saturday schedule.