

**REQUEST FOR PROPOSALS (RFP) 1-3536**

# **INFORMATION TECHNOLOGY PROJECT MANAGEMENT STAFFING SERVICES**



**ORANGE COUNTY TRANSPORTATION AUTHORITY  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
(714) 560-6282**

**Key RFP Dates**

<b>Issue Date:</b>	<b>June 3, 2021</b>
<b>Question Submittal Date:</b>	<b>June 10, 2021</b>
<b>Proposal Submittal Date:</b>	<b>July 1, 2021</b>
<b>Interview Date:</b>	<b>July 22, 2021</b>

## **TABLE OF CONTENTS**

<b>SECTION I: INSTRUCTIONS TO OFFERORS .....</b>	<b>1</b>
<b>SECTION II: PROPOSAL CONTENT .....</b>	<b>7</b>
<b>SECTION III: EVALUATION AND AWARD .....</b>	<b>14</b>
<b>EXHIBIT A: SCOPE OF WORK.....</b>	<b>17</b>
<b>EXHIBIT B: COST AND PRICE FORMS .....</b>	<b>19</b>
<b>EXHIBIT C: PROPOSED AGREEMENT .....</b>	<b>23</b>
<b>EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM .....</b>	<b>25</b>
<b>EXHIBIT E: SAFETY SPECIFICATIONS .....</b>	<b>27</b>
<b>EXHIBIT F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS.....</b>	<b>29</b>



June 3, 2021

**NOTICE OF REQUEST FOR PROPOSALS**

**(RFP): 1-3536: "INFORMATION TECHNOLOGY PROJECT  
MANAGEMENT STAFFING SERVICES"**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide information technology project management staffing services on an as-needed basis.

The budget for this project is \$228,000 for a one (1)-year term.

**Proposals must be submitted electronically through the following URL link: [https://www.octa.net/Proposal\\_Upload\\_Link](https://www.octa.net/Proposal_Upload_Link) at or before 2:00 p.m. on July 1, 2021. Select "RFP 1-3536" from the drop-down menu and follow the instructions as prompted.**

**PLEASE NOTE:**

**Hard copy proposal submission will not be accepted for this RFP. Proposals must be submitted electronically at the link stated above and by the date and time as indicated. Late proposal submissions will not be accepted.**

Proposals and amendments to proposals received after the date and time specified above will be rejected.

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 1-3536, firms and subconsultants must be registered on CAMM NET with the following commodity code for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Professional Consulting	Consultant Services - General
	Computer Hardware Consulting
	Computer Network Consulting
	Computer Software Consulting
	Human Resource Consulting
Professional Services	Programming Services,
	Computer
Human Resource &	Employment Search Service
Employment Services	Outplacement Service -
	Recruitment
	Temporary Employment
	Service
	Human Resource - Services
	Employment Agency and
	Search Firm Services
	(Including Background
	Investigation)

The Authority has established July 22, 2021, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

**SECTION I: INSTRUCTIONS TO OFFERORS**

**SECTION I. INSTRUCTIONS TO OFFERORS****A. EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Authority's objectives.

**B. ADDENDA**

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

**C. AUTHORITY CONTACT**

All communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Agueda Perez, Contract Administrator  
Contracts Administration and Materials Management Department  
Phone: 714.560. 5627  
Email: aperez@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.

**D. CLARIFICATIONS****1. Examination of Documents**

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section D.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

**2. Submitting Requests**

- a. All questions must be put in writing and must be received via email to [aperez@octa.net](mailto:aperez@octa.net) no later than 5:00 p.m., on June 10, 2021.
- b. Requests for clarifications, questions and comments must be clearly labeled, "RFP 1-3536 Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.

**3. Authority Responses**

Responses from the Authority will be posted on CAMM NET, no later than June 15, 2021. Offerors may download responses from CAMM NET at <https://cammmnet.octa.net>, or request responses be sent via U.S. Mail by emailing the request to Agueda Perez, Contract Administrator.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Professional Consulting

Professional Services

Human Resource &  
Employment ServicesCommodity:

Consultant Services - General  
Computer Hardware Consulting  
Computer Network Consulting  
Computer Software Consulting  
Human Resource Consulting  
Programming Services,  
Computer  
Employment Search Service  
Outplacement Service -  
Recruitment  
Temporary Employment  
Service  
Human Resource - Services

Employment Agency and  
Search Firm Services  
(Including Background  
Investigation)

Inquiries received after 5:00 p.m. on June 10, 2021 will not be responded to.

**E. SUBMISSION OF PROPOSALS**

**1. Date and Time**

**Proposals must be submitted electronically through the following URL link: <https://www.octa.net/Proposal Upload Link> at or before 2:00 p.m. on July 1, 2021. Select “RFP 1-3536” from the drop-down menu and follow the instructions as prompted.**

**PLEASE NOTE:**

**Hard copy proposal submission will not be accepted for this RFP. Proposals must be submitted electronically at the link stated above and by the date and time as indicated. Late proposal submissions will not be accepted.**

**2. Acceptance of Proposals**

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to



perform the work.

- g. Submitted proposals are not to be copyrighted.

**F. PRE-CONTRACTUAL EXPENSES**

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the Authority;
3. Negotiating with the Authority any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

**G. JOINT OFFERS**

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

**H. TAXES**

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

**I. PROTEST PROCEDURES**

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

**J. CONTRACT TYPE**

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be time-and-expense with fully-burdened labor rates and anticipated expenses for work specified in the Scope of Work, included in the RFP as Exhibit A. The Agreement will have a one-year term.

**K. CONFLICT OF INTEREST**

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

**L. CODE OF CONDUCT**

All Offerors agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

**SECTION II: PROPOSAL CONTENT**

## **SECTION II. PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

#### **1. Format**

Proposals should be typed with a standard 12-point font, double-spaced. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Agueda Perez, Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

#### **3. Technical Proposal**

##### **a. Qualifications, Related Experience and References of Offeror**

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing

capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

**b. Proposed Staffing and Project Organization**

This section of the proposal should establish the method, which will be used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

- (1) Identify key personnel proposed to perform the services include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (4) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.
- (5) Responses to Requirements List (Attachment B to Exhibit A, Scope of Work).

**c. Work Plan**

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the services specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially sample description of activities that would be undertaken in completing the services and specify who would perform them.
- (3) Furnish a sample schedule for completing the services in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.

- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

**d. Exceptions/Deviations**

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

#### **4. Cost and Price Proposal**

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for each work task described in Exhibit A, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a time-and-expense contract specifying fully-burdened labor rates and anticipated expenses to complete the Scope of Work.

#### **5. Appendices**

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

### **B. FORMS**

#### **1. Status of Past and Present Contracts Form**

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate.



**2. Proposal Exceptions and/or Deviations Form**

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

**SECTION III: EVALUATION AND AWARD**

### **SECTION III. EVALUATION AND AWARD**

#### **A. EVALUATION CRITERIA**

The Authority will evaluate the offers received based on the following criteria:

- 1. Qualifications of the Firm 25%**

Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 35%**

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel; responses to Requirements List (Attachment B to Exhibit A, Scope of Work).
- 3. Work Plan 20%**

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the services; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 20%**

Reasonableness of the rates; competitiveness with other offers received; adequacy of data in support of figures quoted.

#### **B. EVALUATION PROCEDURE**

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top-ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established July 22, 2021, as the date to conduct interviews. All prospective Offerors are asked to keep this date available.

No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to Authority's management the Offeror whose proposal is most advantageous to the Authority.

**C. AWARD**

The Authority may negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

**EXHIBIT A: SCOPE OF WORK**

## **SCOPE OF WORK**

### **Information Technology Project Management Staffing Services**

#### **Background Information**

Staffing firm ("Firm") shall provide long-term contract personnel ("Personnel") for the Orange County Transportation Authority's (OCTA) Information Systems (IS) Department. The following positions shall be filled on an as-needed basis: Senior IS Project Manager, Mid-level IS Project Manager.

#### **1. Facility and Work Information**

- 1.1. Working conditions will be subject to OCTA Covid-19 health and safety guidelines. OCTA is adhering to California State guidelines.
- 1.2. Personnel shall be assigned to OCTA's administration office located at 600 South Main Street, Orange, CA 92863.
- 1.3. Personnel may be required to meet at OCTA's properties in the cities of Santa Ana, Garden Grove, Anaheim, and Irvine, on occasion, for ancillary meetings.
- 1.4. Personnel assigned to OCTA shall report to work dressed in business casual attire appropriate to the position.
- 1.5. Personnel assignments normally shall be performed between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. However, specific working hours and the duration of assignments may vary from each individual assignment. Overtime may be required.
- 1.6. Meeting shall be conducted in-person and online, including video.
- 1.7. OCTA retains all rights to intellectual property created by Personnel retained under this contract. This includes, but is not limited to the following: interfaces, programming code, and documentation.
- 1.8. Personnel will be provided with office space, phone, office supplies, OCTA's standard desktop PC, and all the software required to meet the job requirements of the requested positions.
- 1.9. Parking validation will be provided for Personnel. OCTA may issue parking key cards to Personnel placed on a long-term basis. There is a twenty dollar (\$20) refundable deposit for the parking card. The deposit is returned when the card is returned by contract Personnel in good working condition.
- 1.10. OCTA supports a drug free workplace.

**Please use Attachment B (Requirements List) to this Exhibit A to respond to the requirements for this Scope of Work.**

#### **Senior IS Project Manager**

Under general guidance, the Senior IS Project Manager is responsible for technology projects which may include application development, infrastructure, cyber security,

process improvement. These may include new projects, upgrades, and system enhancements.

The Senior IS Project Manager manages and has responsibility for all aspects of generally accepted knowledge areas related to project management, including the following:

- Frequently resolves highly complex project issues creatively utilizing knowledge gained from extensive experience where procedures may not be prescribed or well defined.
- Acts as a mentor to lower-level Project Management team members in all areas of professional responsibility.
- Works in support of the Project Management Office (PMO), and in conformance with the specific PMO processes and procedures outlines.
- Leads project team, and provides vision to support, planning, analysis, design, build and implementation.
- Clear, concise and effective communicator, both verbal and written.
- Capacity to manage a high level of complexity and ever-increasing job responsibilities, as needed.

**Responsibilities:**

- Manage multiple projects concurrently.
- Manage project from inception through post-deployment support.
- Facilitate meetings with project teams, including internal resources and external vendors.
- Communicate project status to all levels of management, including Board of Directors, senior executives, management, project sponsors, stakeholders, and team members.
- Oversee, mentor, and train project team members.
- Manage vendor relationships.
- Develop and implement long-range strategies to achieve project milestones.
- Facilitate and manage problem resolution.
- Request and manage resources required, and user involvement.
- Motivate and lead teams to deliver projects that meet requirements on-time and on-budget.
- Assign project tasks, and monitors through completion.
- Document and manage project schedules, issues logs, project finances, status reports, change requests, statements of work, project approvals, and other project deliverables as described in the PMO Processes and Procedures.
- The Consultant's, the typical workweek will be forty (40) hours in duration; however, Personnel should be available to work overtime if needed.
- For some assignments, OCTA may require the contract Personnel to have unique application, system or implementation experience. (Firm should confirm prior to recruitment efforts.)

**Qualifications:**

- Education equivalent to a minimum of a bachelor's degree in business, computer science, mathematics, or related field; master's degree in is preferred.
- A minimum of approximately seven to twelve (7-12) years of professional level project management experience in computer systems, business, accounting and/or business intelligence applications, four (4) years of which are managing "cutting edge" projects.
- Current Project Management Certification (PMP) is required.
- Highly proficient with MS Office, MS Project, MS Teams

**Mid-level IS Project Manager – Contractor**

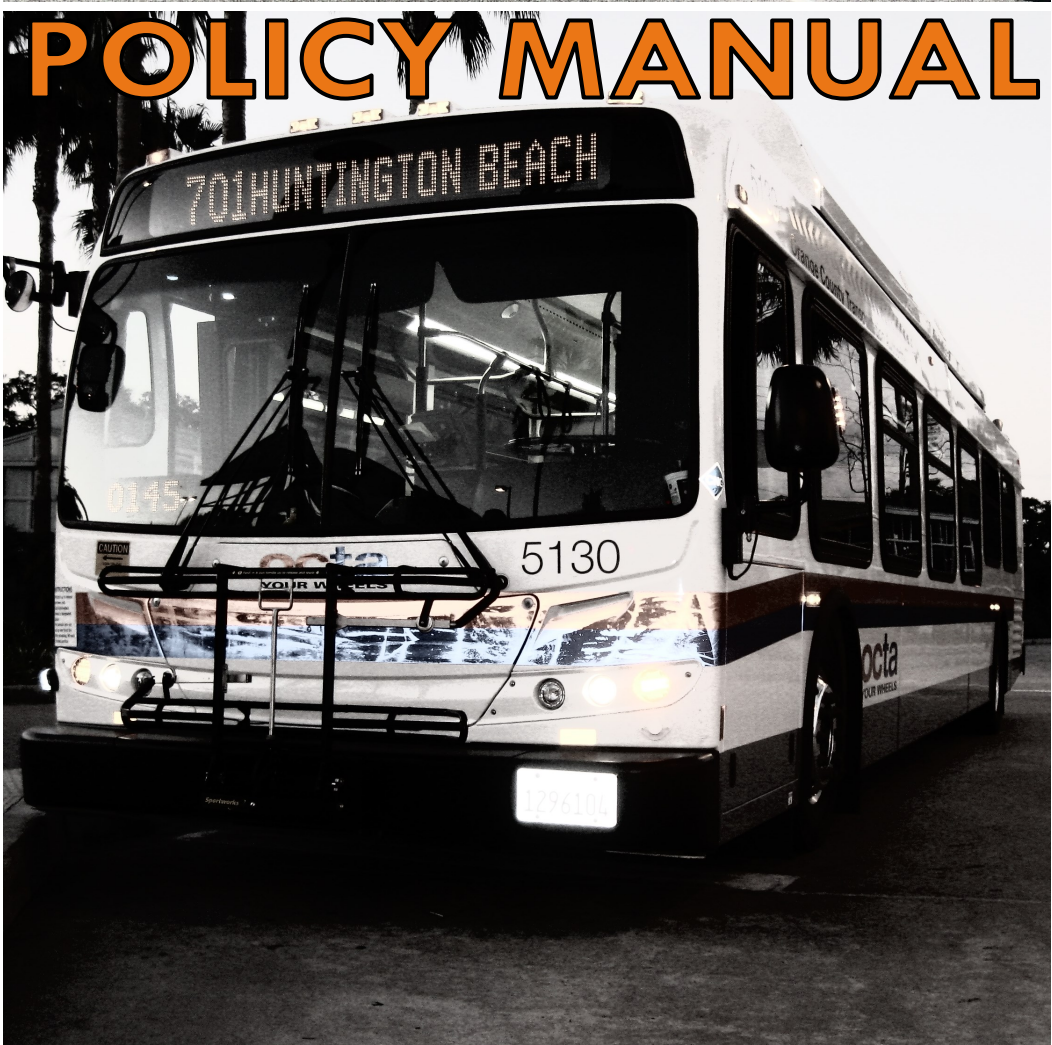
The Mid-level IS Project Manager shall have the same responsibilities and qualifications as described above.

- Mid-level Project Manager should have approximately five to seven (5-7) years of professional level project management experience in computer systems, business, accounting and/or business intelligence applications, two (2) years of which are managing "cutting edge" projects.



ORANGE COUNTY TRANSPORTATION AUTHORITY

# OCOA



## DRUG AND ALCOHOL POLICY MANUAL

## DRUG AND ALCOHOL POLICY MANUAL

### 2015 REVISION

The Orange County Transportation Authority (OCTA or Authority) Drug and Alcohol Policy Manual complies with the Federal Transit Administration (FTA) and U.S. Department of Transportation (DOT) regulations, 49 CFR Part 40 and Part 655, as amended, which regulates standards for the collection and mandated testing of breath and urine specimens. The purpose of this manual is to outline the most common processes in relationship to the DOT/ FTA regulations. Nothing in this publication is intended to supplement, alter or serve as an official interpretation of 49 CFR Part 40 and Part 655 or DOT agency regulations.

Additionally, the DOT enacted The Drug-Free Workplace Act of 1988 (DFWA) which required the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. The Authority's Drug-Free Workplace Act Certification is included in this Policy as Attachment D and additional information about the Drug-Free Awareness Program is provided in Section 7.

This Drug and Alcohol Policy Manual incorporates federal requirements in addition to OCTA requirements. To distinguish DOT and/or FTA requirements from OCTA-specific requirements, portions of the Policy text have been **bolded when references are made to the inclusion of non-safety-sensitive position employees or other OCTA-specific policy**. The organization takes pride in achieving and maintaining high results with regulatory compliance and employee compliance with OCTA mandated policies. OCTA mandated policies are in addition to the required processes and are chosen to enhance the overall performance results of the Authority.

The Authority acknowledges a strong commitment to the health and well-being of employees. Any OCTA employee or employee's family members who may be experiencing the pressures and/or problems of substance abuse, and/or related problems, is urged to seek help through Resources For Living, the Authority's Employee Assistance Program (EAP). The EAP provides strictly confidential services and counseling. To contact the EAP directly, call (866) 370-4838. You may also visit the Resources For Living Website at [www.mylifevalues.com](http://www.mylifevalues.com). Services are available 24 hours a day, 7 days a week.

Each OCTA employee is provided a copy of this Policy and acknowledges receipt of the Policy by signing an Acknowledgement of Receipt of OCTA Drug and Alcohol Policy Manual Attachment G. It is the responsibility of all OCTA employees to read, understand, and comply with the Drug and Alcohol Policy Manual.

## DRUG AND ALCOHOL POLICY MANUAL

**DRUG AND ALCOHOL POLICY MANUAL****TABLE OF CONTENTS****Section 1—General Overview**

1.1 Policy Statement	9
1.2 Applicability	9
1.3 Reservation of Rights	10
1.4 Condition of Employment	10
1.5 Inspections	10
1.6 Conviction of a Drug Related Offense	10

**Section 2—Responsibilities**

2.1 Employees	13
2.2 Managers and Supervisors	13
2.3 Responsible Department	13

**Section 3—Alcohol Guidelines**

3.1 Alcohol Consumption	17
3.1A Off the Job Alcohol Consumption	17

**Section 4—Drug Guidelines**

4.1 Illegal Drug Use	21
4.2 Legal Drug Use	21
4.2A Attachment B for Prescription Drugs	21-22
4.2B Attachment B for Over-The-Counter Drugs	22-23
4.2C After Completing the Attachment B Form	23

**Section 5—Testing**

5.1 Drug and Alcohol Testing	27
5.2 Privacy Statement	27
5.3 Alcohol Testing	28
5.4 Drug Testing	28
5.5 Types of Testing	29
5.5A DOT Pre-Employment (Post-Offer) or Transfer to Safety-Sensitive Position	29
5.5B Non-DOT DMV Recertification or Annual or Bi-Annual Physical Examination	29
5.5C DOT Reasonable Suspicion/Non-DOT Probable Cause	29-30
5.5D DOT Post-Accident/Non-Post Accident	30-31
5.5E DOT/Non-DOT Return-to-Duty/Follow-Up	31
5.5F Non-DOT Fit for Duty	31
5.5G DOT Random	32
5.6 Employee Requested Testing	32
5.7 Dilute Tests	32-33

**Section 6—Violations of Policy**

6.1 Disciplinary Actions for Violations of Policy	36
6.1A Alcohol Positive Test	36
6.1B Illegal Drug Positive Test	36

## DRUG AND ALCOHOL POLICY MANUAL

### TABLE OF CONTENTS

6.1C Legal Drug Positive Test	36
6.2 Failure to Pass	37
6.2A Pre-Employment (Post-Offer) Drug and/or Alcohol Test	37
6.2B Pre-Transfer, Reasonable Suspicion, Probable Cause, Post-Accident, Follow-Up, Fit for Duty, Return to Duty, or Random Drug and/or Alcohol Test	37
6.2C Drug or Alcohol Test at Time of DMV Recertification or Annual or Bi-annual Physical Examinations	37-38
6.3 Failure or Refusal to Test	38-39
6.3A Shy Bladder/Shy Lung	39
<b>Section 7—Programs</b>	
7.1 Employee Assistance Program	43
7.2 Drug-Free Awareness Program	43-44
<b>Section 8—Glossary of Terms</b>	47-51
<b>Section 9—Attachments</b>	
Attachment A—Safety-Sensitive Positions	55
Attachment B—Medical Authorization Regarding Prescription Drugs and Over-the-Counter Medication Form	56-67
Attachment C—Drug and Alcohol Behavioral Contract Sample	69
Attachment D—Drug Free Workplace Act Certification for a Public or Private Entity	70-71
Attachment E—Test Reasons and Requirements Table	72
Attachment F—Contact Persons	73
Attachment G—Acknowledgement of Receipt of OCTA Drug and Alcohol Policy Manual	74
Attachment H—Approval of Policy by Board of Directors	75

# **General Overview**

## **Section 1**

# DRUG AND ALCOHOL POLICY MANUAL

## GENERAL OVERVIEW—SECTION 1



## **1.1 POLICY STATEMENT**

Orange County Transportation Authority (OCTA) has a vital interest in providing its employees with safe and healthful working conditions and providing its riders and the public with high quality public transportation that is effective, safe, and efficient. The Authority will not tolerate any drug or alcohol use which may affect job performance or pose a hazard to the safety and welfare of the employee, the public, other employees, or the Authority.

In addition, OCTA encourages employees to become knowledgeable on potential impairment when using over-the-counter (OTC) or prescription (Rx) medication. The intention is to reduce potential safety risks by removing impairment in the workplace, regardless of the source.

The Authority is committed to establishing and maintaining a safe and healthy work environment free from the influence of drugs and alcohol. With this objective in mind, the Authority has established the following Policy with regard to the use, possession, sale, manufacture, distribution, or dispensation of drugs and alcohol.

This Policy complies with the Federal Transit Administration (FTA) regulations, U.S. Department of Transportation (DOT) standards and The Drug-Free Workplace Act of 1988 (DFWA). **The OCTA Drug and Alcohol Policy Manual has in some areas broadened the FTA and DOT requirements by including non-safety sensitive positions, as well as safety-sensitive positions, in some areas of testing.**

## **1.2 APPLICABILITY**

The Drug and Alcohol Policy Manual applies to all introductory, regular full-time and part-time safety-sensitive positions and some portions also apply **to non-safety sensitive positions, including temporary, extra help, interns, or as-needed employees, volunteers, and contractors when they are on OCTA property or when performing any OCTA business.** OCTA's Policy standards for employees in safety-sensitive positions include the requirements of the DOT, as discussed in Policy Statement Section 1.1.

**Visitors, vendors, and contractors are governed by this Policy while on OCTA premises and will not be permitted to conduct business or remain on OCTA grounds if found to be in violation of this Policy.**

## **DRUG AND ALCOHOL POLICY MANUAL**

### **GENERAL OVERVIEW—SECTION 1**

#### **1.3 RESERVATION OF RIGHTS**

The Authority reserves the right to interpret, change or rescind the provisions of this policy that are not required by federal law, in whole or in part and without notice.

#### **1.4 CONDITION OF EMPLOYMENT**

Compliance with the Authority's Drug and Alcohol Policy Manual is a condition of employment for all **employees**. Failure or refusal of **an employee** to cooperate fully, submit to an inspection or test, or follow any prescribed course of substance abuse treatment is grounds for employment termination.

#### **1.5 INSPECTIONS**

When there is reason to believe that an employee or group of employees may be in possession of alcohol or illegal drugs on Authority property, the employee(s) is (are) required, as a condition of employment, to submit to reasonable inspections, including but not limited to: clothing, personal containers, lockers, company vehicles, purses, lunch boxes, briefcases or other containers, desks, or personal vehicles (while on Authority property). An inspection must be authorized by the Department Manager or higher-level management personnel. Whenever possible, the searches also should be approved by the Department Management of Labor and Employee Relations Department. If the Department Manager of Labor and Employee Relations cannot be reached, the Department Manager of Human Resources may approve a search.

#### **1.6 CONVICTION OF A DRUG RELATED OFFENSE**

Please see Conviction of a Drug Related Offense Policy.

# **Responsibilities**

## **Section 2**

# DRUG AND ALCOHOL POLICY MANUAL

## RESPONSIBILITIES—SECTION 2

## DRUG AND ALCOHOL POLICY MANUAL

### RESPONSIBILITIES—SECTION 2

#### 2.1 EMPLOYEES

Employees at all levels are responsible for reading, understanding, and adhering to this Policy. Each employee shall receive and sign an Acknowledgment of Receipt of OCTA Drug and Alcohol Policy Attachment G. Any employee who violates this policy is subject to disciplinary action up to and including employment termination.

#### 2.2 MANAGERS AND SUPERVISORS

**Managers and Supervisors will be held strictly accountable for the consistent application, enforcement, and adherence of the Policy. Any Manager/Supervisor who knowingly disregards the requirements of this Policy, or who is found to deliberately misuse the Policy in regard to any employee, or personally fails to adhere to the Policy, shall be subject to discipline up to and including employment termination.**

#### 2.3 RESPONSIBLE DEPARTMENT

The Human Resources Department is responsible for the administration of this Policy, including the retention of Acknowledgement of Receipt forms Attachment G. The Designated Employer Representative maintains all Attachment B forms and is the liaison between the Authority and the Medical Review Officer (MRO). Employees who have questions regarding this Policy may direct their questions to Human Resources staff Attachment F.

# **DRUG AND ALCOHOL POLICY MANUAL**

## **RESPONSIBILITIES—SECTION 2**

# **Alcohol Guidelines**

## **Section 3**

# **DRUG AND ALCOHOL POLICY MANUAL**

## **ALCOHOL GUIDELINES—SECTION 3**



**DRUG AND ALCOHOL POLICY MANUAL****ALCOHOL GUIDELINES—SECTION 3****3.1 ALCOHOL CONSUMPTION**

**The possession, consumption, or sale of any amount of alcoholic beverage while at work, on Authority property, doing business on behalf of the Authority, in an Authority vehicle, or in an Authority uniform (including breaks, lunch, and non-work hours) is prohibited for all employees.** Additionally, alcohol use by an employee in a safety-sensitive position is prohibited at any time while he/she is on duty or subject to be on duty. **Employees must refrain from alcohol consumption within a minimum of at least eight (8) hours of reporting to work or during the hours that he/she is subject to duty and must be clear of the effects of alcohol.**

**Alcohol use by an employee in a non-safety-sensitive position while performing Authority business, while on Authority property, in an Authority vehicle, or in Authority uniform (including breaks, lunch, and non-work hours) is prohibited to the extent that such alcohol may have a material, adverse effect on the safety of that employee, co-workers, riders, or members of the general public, the employee's job performance, or the safe, efficient operation of the Authority's facilities or the Authority's image.**

**Alcohol use by any employee (whether or not in a safety-sensitive position) is prohibited at any time he/she is driving an Authority vehicle (including revenue service and non-revenue service vehicles).**

**3.1A OFF-THE-JOB ALCOHOL CONSUMPTION**

**Off-the-job alcohol use and/or activity, which could reasonably have an adverse effect on an employee's job performance or which could jeopardize the safety of the employee, other employees, riders, the general public, or Authority equipment, or which could reflect unfavorably on the Authority's relationship with the public, is proper cause for disciplinary action up to and including termination of employment. Of course, off-the-job use of drugs or alcohol which results in an employee being under the influence of drugs or alcohol while on duty is considered "on-the-job" use of drugs or alcohol and will be treated accordingly.**

# **DRUG AND ALCOHOL POLICY MANUAL**

## **ALCOHOL GUIDELINES—SECTION 3**

# **Drug Guidelines**

## **Section 4**

# **DRUG AND ALCOHOL POLICY MANUAL**

## **DRUG GUIDELINES—SECTION 4**

## DRUG AND ALCOHOL POLICY MANUAL

### DRUG GUIDELINES—SECTION 4

#### 4.1 ILLEGAL DRUG USE

The consumption, sale, purchase, offer to sell or purchase, transfer, possession, manufacture, distribution, or dispensation of an illegal drug by an employee while in an Authority facility, in an Authority vehicle, on Authority property, while in Authority uniform (including breaks, lunch, and non-work hours), or while performing Authority business is strictly prohibited. The presence of any amount of an illegal drug or its metabolites in any employee while performing Authority business, in an Authority facility, in an Authority vehicle, in Authority uniform, or on Authority property is prohibited.

No employee shall bring drug paraphernalia, which is used in the storage, concealment, injection, ingestion, or consumption of illegal drugs, onto Authority premises or property or into Authority vehicles.

Illegal drug means any drug (a) which is not legally obtainable or (b) which is legally obtainable but has not been legally obtained. The term includes, but is not limited to, marijuana, cocaine, opiates, amphetamines, methamphetamines, and phencyclidine (see Section 5.4 for identified threshold levels for each prohibited drug).

#### 4.2 LEGAL DRUG USE

The use or being under the influence of a legal drug by any employee, while performing Authority business or while on Authority property, is prohibited to the extent that such use or influence may have a material, adverse effect on the safety of the employee, co-workers, riders, or members of the public, the employee's job performance, the safe and efficient operation of the Authority's facilities, or the Authority's image.

Employees in safety-sensitive positions are required to report the use of any legal prescription drug or over-the-counter drug as defined in sections 4.2A-4.2C.

##### 4.2A ATTACHMENT B FOR PRESCRIPTION DRUG USE

An employee in a safety-sensitive position must properly complete an Attachment B form for any legal drug taken which may cause drowsiness or which may otherwise impair, to any extent, the employee's ability to safely and efficiently perform his/her job; and for any controlled substance taken which is identified in Schedule 1 (21 CFR 1308.11), an amphetamine, a narcotic, or any other habit forming drug,

## **DRUG AND ALCOHOL POLICY MANUAL**

### **DRUG GUIDELINES—SECTION 4**

unless the legal drug(s) is prescribed by a licensed medical practitioner familiar with the employee's medical history and assigned duties and who completes the physician's portion of the Attachment B indicating that the drug will not adversely affect the employee's ability to safely operate a commercial motor vehicle. Attached to the Attachment B is a copy of the job description summaries for safety-sensitive positions.

It is each employee's responsibility to know and to not engage in any safety-sensitive duties without express written consent from a physician if any legal drug prescribed by his/her doctor:

- May cause drowsiness or otherwise impair your ability to safely and efficiently perform your job duties;
- Is a drug listed on Schedule I, attached for your reference to the Attachment B form;
- Is an amphetamine;
- Is a narcotic; or
- Is a habit forming drug.

It is recommended that you bring a copy of the Attachment B form, with its Exhibits, to your doctor and ask your doctor if the drug(s) you are being prescribed falls into one or more of the above categories.

To properly complete the Attachment B form, an employee in a safety-sensitive position is required to (1) have his/her doctor complete and sign side 1 of the Attachment B form and attach a copy of the prescription or bottle label with the employee's name on it; (2) sign at the bottom of side 1 of the form in the Employee section; and (3) submit the completed form to the Human Resources Department in a confidential envelope within one working day of taking the prescription drug.

#### **4.2B ATTACHMENT B FOR OVER-THE-COUNTER DRUGS**

An employee in a safety-sensitive position must properly complete an Attachment B form for any legal over-the-counter (OTC) drug taken that contains a warning label on the packaging which indicates that the drug may cause drowsiness or otherwise impair the employee's ability to safely perform job duties. An employee in a safety-sensitive position may not engage in any safety-sensitive functions while taking any legal OTC drug that contains a warning label on the packaging which indicates that

## **DRUG AND ALCOHOL POLICY MANUAL**

### **DRUG GUIDELINES—SECTION 4**

the drug may cause drowsiness or otherwise impair the employee's ability to safely perform job duties.

To adhere to the Drug and Alcohol Policy for legal OTC drugs, an employee in a safety-sensitive position is required to (1) complete and sign side 2 of the Attachment B form, (2) sign at the bottom of side 2 of the form in the Employee section; and (3) submit the completed form to the Human Resources Department in a confidential envelope within one working day of taking the OTC drugs.

#### **4.2C AFTER COMPLETING THE ATTACHMENT B FORM**

After completion of an employee's Attachment B form and review of the form by the Human Resources Department, the Human Resources Department will review the form for completeness and file. Questions about a legal Rx/OTC drug may be discussed with OCTA's Medical Review Officer (MRO). The Authority retains the right to place an employee on a medical hold while the MRO is reviewing the employee's Attachment B. The Authority, in its discretion, may request the MRO to issue an independent decision as to whether an employee in a safety-sensitive position may work while taking a legal Rx/OTC drug. The Authority may request at any time such an independent decision, which will be binding on the employee, for any employee in a safety-sensitive position who is working or intends to work while taking a legal Rx/OTC drug.

If the MRO determines that an employee in a safety-sensitive position should not work while taking the legal Rx/OTC drug, the employee may be required to take a leave of absence or comply with other appropriate action/direction. An employee may obtain an independent opinion from his/her physician regarding the use of a legal Rx/OTC drug. In order to continue working in this situation, an employee must have his/her doctor complete side 1 of the Attachment B form and submit a completed Attachment B form to the Human Resources Department, in a confidential envelope, for authorization prior to returning to work.

If an employee fails to adhere to the Drug and Alcohol Policy regarding the taking of a legal Rx/OTC drug in accordance with these provisions or fails to complete an Attachment B form for each legal Rx/OTC drug taken by the employee or obtain the physician's signature for prescription drugs, the employee will be subject to discipline, including termination.

# **DRUG AND ALCOHOL POLICY MANUAL**

## **DRUG GUIDELINES—SECTION 4**



# **Testing Section 5**

# DRUG AND ALCOHOL POLICY MANUAL

## TESTING—SECTION 5

## DRUG AND ALCOHOL POLICY MANUAL

### TESTING—SECTION 5

#### 5.1 DRUG AND ALCOHOL TESTING

Under this Policy, drug and alcohol testing shall be conducted when circumstances warrant or may be required by applicable law or regulations **or as required by OCTA policy**. The Authority's drug and alcohol testing will be performed in compliance with DOT regulations 49 CFR 40 and Part 655, as amended. Accordingly, a positive drug or alcohol test administered under this Policy is a violation of this Policy and will result in disciplinary action, up to and including termination.

The Authority has selected testing sites that conducts testing following CFR Part 40 processes and procedures and that have a high degree of accuracy and reliability and use techniques, equipment, and laboratory facilities which have been approved by the US Department of Health and Human Services.

Any employee who refuses to comply with a request for testing, who refuses to sign any **OCTA required testing form**, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution will be considered to have a positive test and shall be subject to discharge proceedings.

The purpose of this section is to outline the most common processes in relationship to 49 CFR Part 40 or DOT agency regulations. It does not serve as a document to outline or define all the requirements with 49 CFR Part 40 or DOT agency regulations.

#### 5.2 PRIVACY STATEMENT

*The privacy of the employee will be protected.* The integrity and validity of the test process will be maintained and the drug testing laboratories are required to maintain employee test records in confidence. The drug testing laboratories shall disclose information to the MRO, and the MRO in turn notifies the Designated Employer Representative (DER). OCTA will adhere to all standards of confidentiality regarding employee testing. Test records and results may be released by the DER to those authorized to receive such information by the FTA rules and/or federal, state, or local agency requirements. Testing records and results may be released by the Authority to: the employee, if requested by the employee in writing; the National Transportation Safety Board when investigating an accident; the decision maker in a lawsuit, grievance, or other proceeding initiated on behalf of the employee; representatives of OCTA in a lawsuit, grievance, or other proceedings; subsequent employers of a safety-sensitive position employee.

## DRUG AND ALCOHOL POLICY MANUAL

### TESTING—SECTION 5

#### 5.3 ALCOHOL TESTING

Tests for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved Evidential Breath Testing (EBT) device operated by a qualified Breath Alcohol Technician (BAT). Under DOT regulations, an employee in a safety-sensitive position with an alcohol concentration of 0.02 or greater but less than 0.04, shall not be permitted to perform or continue to perform safety-sensitive functions, until (1) the employee's alcohol concentration measures less than 0.02; or (2) the start of the employee's next regularly scheduled duty period, but not less than eight (8) hours following administration of the test. **Under OCTA Policy, if the initial test indicates an alcohol concentration of 0.001 to .02, a second non-DOT alcohol test will be performed to confirm the results of the initial test. A confirmed alcohol concentration greater than 0.000 will be considered a positive test and a violation of this Policy.**

Any employee who is unable to provide the required volume of breath without a valid, verified medical reason will be considered to have refused the test and will be in violation of this Policy.

#### 5.4 DRUG TESTING

Drug testing consists of a two-stage process utilizing a urine sample collected under the split specimen method. First, a screening test using an immunoassay technique is performed. If the screening test is positive for one or more drugs, a confirmation test is performed for each identified drug using state-of-the-art gas chromatography/mass spectrometry (GC/MS) analysis. The appropriate Custody and Control forms (CCF) will be used throughout the process according to the type of test identified in Attachment E.

Pursuant to the DOT and FTA regulations **and OCTA standards**, the drugs or classes of drugs to be tested and the applicable threshold levels for positive findings are as follows:

	Initial Test Cut-Off Level	Confirmatory Test Cut-Off Level
Marijuana Metabolites	50 ng/ml	15 ng/ml
Cocaine Metabolites (Benzoyllecgonine)	150 ng/ml	100 ng/ml
Opiates (morphine, codeine) Opiates (heroin metabolite)	2000 ng/ml 10 ng/mL	2000 ng/ml 10 ng/mL
Amphetamines (MDMA, MDA, MDEA) Methamphetamines	500 ng/ml	250 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

## DRUG AND ALCOHOL POLICY MANUAL

### TESTING—SECTION 5

#### 5.5 TYPES OF TESTING

##### 5.5A DOT PRE-EMPLOYMENT (POST-OFFER) OR TRANSFER TO SAFETY-SENSITIVE POSITION

The Authority will conduct pre-employment (post-offer) **physical examinations** and testing designed to prevent hiring persons for safety-sensitive positions who use illegal drugs and/or persons whose use of **alcohol or** legal drugs indicates a potential for impaired or unsafe job performance. An individual will not be hired for a safety-sensitive position unless the individual passes a drug and alcohol test administered in accordance with this Policy.

An employee who will be transferred or promoted to a safety-sensitive position must first pass a drug and alcohol test administered in accordance with this Policy. Employees who are interested in such transfer or promotion will be required to provide a written consent to participate in the Transfer to a Safety-Sensitive Position Testing. Employees who do not provide this written consent will not be allowed to perform safety-sensitive functions.

An employee who has not performed a safety-sensitive duty for 90 consecutive days or more and has not been in the Authority's random selection pool shall take a Pre-Employment drug and **alcohol** test with a verified negative result before returning to safety-sensitive duties.

##### 5.5B NON-DOT DMV RE-CERTIFICATION OR ANNUAL OR BI-ANNUAL PHYSICAL EXAMINATION

The Authority requires a drug and alcohol test be taken at an authorized clinic as part of a **safety-sensitive employee's DMV re-certification examination, or for any safety-sensitive employee who is not required to be DMV certified, at his/her annual or bi-annual physical examination.**

##### 5.5C DOT REASONABLE SUSPICION/NON-DOT PROBABLE CAUSE

The Authority will require a drug and/or an alcohol test of **any employee** who is reasonably suspected of violating this Policy, including but not limited to, **any employee** suspected of **possessing**, using, or being under the influence of alcohol or an illegal drug, a legal drug if such use would violate this Policy, while on duty **or in Authority vehicles or on Authority property or in Authority uniform.**

The request to undergo a reasonable suspicion test will be based on specific

## DRUG AND ALCOHOL POLICY MANUAL

### TESTING—SECTION 5

contemporaneous, articulable observations by at least one Supervisor trained on the physical, behavioral, speech, and performance indicators of probable drug and alcohol misuse. **It is recommended that two (2) trained Supervisors make the reasonable suspicion referral whenever possible.** Reasonable suspicion/**probable cause** alcohol testing is only permissible just before an employee performs duties, during that performance, and just after an employee has performed safety-sensitive duties. Employees will be required to proceed immediately with a supervisor to a collection site following a reasonable suspicion/**probable cause** determination. If an alcohol test is delayed beyond two (2) hours, reason(s) for the delay must be documented. After eight (8) hours, cease all attempts and document reason(s) for inability to test.

Examples of reasonable suspicion/**probable cause** include, but are not limited to the following:

- Physical signs and symptoms consistent with prohibited substance use (illegally used controlled substance or drugs under the Drug-Free Workplace Act), or misuse of alcohol (e.g., odor of alcohol, slurred speech, or lack of coordination).
- **Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or other prohibited substances.**
- **Occurrence of a serious or potentially serious industrial accident that may have been caused by the employee's use of drugs or alcohol.**
- **Fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.**

#### 5.5D DOT POST ACCIDENT/NON-DOT POST ACCIDENT

As soon as practicable after an accident, an employee will be required to take a drug and alcohol test per the following thresholds under FTA Post Accident testing:

- **Fatality** – In the event of an accident involving the loss of human life, each surviving employee operating the mass transit vehicle at the time of the accident shall be required to submit to a drug and alcohol test. Any other employee whose performance could have contributed to the accident will also be required to submit to a drug and alcohol test.

## DRUG AND ALCOHOL POLICY MANUAL

### TESTING—SECTION 5

- **Non-Fatal Accident** – Following an accident which resulted in an injury requiring immediate medical treatment away from the scene or any vehicle being towed away from the scene with disabling damage, each employee operating the mass transit vehicle at the time of the accident shall be required to submit to a drug and alcohol test, unless the employee's performance can be completely discounted as a contributing factor to the accident. Any other employee whose performance could have contributed to the accident will also be required to submit to a drug and alcohol test.

A decision as to whether to administer a drug and alcohol test after an accident will be made by a Supervisor who was not involved in the accident and based on the best information available at the time. Accident testing is delayed while **the employee** assists in the resolution of the accident or receives medical attention following the accident. Following an accident, the **employee(s)** involved shall be tested immediately, but not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. The responding Supervisor at the scene shall document why an alcohol test was not performed within two (2) hours of the accident, an alcohol test was not performed within eight (8) hours of the accident, or a drug test was not performed within thirty-two (32) hours of the accident. Alcohol use is prohibited by **any employee** required to take a post-accident alcohol test for eight hours following the accident or until he or she undergoes a post-accident alcohol test, whichever occurs first. **Any employee** subject to post-accident testing who fails to remain readily available for such testing, or who leaves the scene of the accident without prior authorization will be considered to have refused to submit to the test and will be subject to disciplinary action up to and including employment termination.

**OCTA reserves the right to perform a non-DOT Post Accident test on an employee involved in an accident involving a mass transit or an Authority vehicle, whether or not on Authority business, which does not meet the FTA Post Accident requirements.**

#### 5.5E DOT/NON-DOT RETURN-TO-DUTY FOLLOW-UP

Generally, an employee will be terminated for violations of this Policy. However, in the event an employee is suspended or placed on a leave of absence for a violation of this Policy, he/she may not return to duty until the Substance Abuse Professional (SAP) has evaluated the employee to determine whether the employee has followed the recommendation of the SAP, including active participation and completion of a rehabilitation program and he/she passes a directly observed Return-To-Duty drug and alcohol test. The SAP will recommend follow-up testing in accordance with DOT regulations. Frequency and

## DRUG AND ALCOHOL POLICY MANUAL

### TESTING—SECTION 5

duration is dependent on SAP assessment of which will be a minimum of six (6) tests during twelve (12) months after return to duty of duration of up to sixty (60) months.

**Additionally, in accordance with OCTA's Policy, an employee who has been placed on a leave of absence or suspension for a positive result of a non-DOT test and who has successfully complied with the above paragraph must also execute a Behavioral Contract Attachment C before he/she may return to duty. This Contract allows Management to administer unannounced drug and/or alcohol tests to the employee for up to (5) years after the employee returns to duty. Follow-up testing under the Behavioral Contract applies only to non-DOT types of testing and is in addition to the DOT required random testing of safety-sensitive employees and/or SAP recommended follow-up testing.**

#### 5.5F NON-DOT FIT FOR DUTY

**A fit for duty medical examination including an alcohol/drug test may be required to ensure a recovered ill or injured employee is fit to return to his/her normal job duties or to continue in his/her normal job duties.**

#### 5.5G DOT RANDOM

Only those employees who perform, or whose job description includes the performance of, safety-sensitive functions will be subject to random, unannounced testing in accordance with FTA regulations. Safety-sensitive employee selections are made using a computer-based random number selection method. Random testing may include a drug screen or both a drug screen and an alcohol test. Each such employee shall have an equal chance at selection and shall remain in the pool even after being tested. Random testing will be administered at random times during OCTA's operating hours to avoid predictability. Random alcohol testing is only permissible just before an employee performs safety-sensitive duties, during that performance, and just after an employee has performed safety-sensitive duties. Each covered employee who is notified of selection for random drug or random alcohol testing must proceed to the test site immediately.

#### 5.6 EMPLOYEE REQUESTED TESTING

After notification by the MRO of a confirmed or verified positive drug test result, **an employee** may request that an additional test be conducted at a different Department of



## DRUG AND ALCOHOL POLICY MANUAL

### TESTING—SECTION 5

Health and Human Services (DHHS)-certified laboratory specified by OCTA. The test shall be conducted on the split sample that was provided at the same time as the original or primary sample. **The employee's** request must be made to the MRO within seventy-two (72) hours of notice of the primary test results.

**If the result of the second test is positive, the employee shall be required to reimburse OCTA for the cost of the test.**

#### 5.7 DILUTE TESTS

If the MRO informs the Authority of a positive dilute test, the test will be considered a verified positive test.

If the MRO informs the Authority of a negative dilute test, with the creatinine between 2-5 mg/dl, then the employee must retest. The second collection must be directly observed. The test must be done immediately after notification from the MRO, with no advance notice provided. The second test result is final.

If the MRO informs the Authority of a negative dilute test with the creatinine above 5 mg/dl, then the employee will be directed to take a second test which is NOT directly observed. The result of the second test is the test of record.

*Employee's refusal to retest shall be treated as a Test Refusal.*

All employees will be treated the same for the purpose of processing dilute tests.

# DRUG AND ALCOHOL POLICY MANUAL

## TESTING—SECTION 5

# **Violations of Policy**

## **Section 6**

## DRUG AND ALCOHOL POLICY MANUAL

### VIOLATIONS OF POLICY—SECTION 6

#### 6.1 DISCIPLINARY ACTION FOR VIOLATIONS OF POLICY

Under FTA guidelines, discipline for policy violations shall be determined by the employer. In general, violation of any portion of this Policy will result in disciplinary action up to and including termination of employment, even for the first offense. This section describes the consequences for violations of this Policy.

##### 6.1A ALCOHOL POSITIVE TEST

Any employee in a safety-sensitive position whose test results are positive for alcohol may be terminated. **If the initial test indicates an alcohol concentration of 0.001 to .02, a second non-DOT alcohol test will be performed to confirm the results of the initial test. The confirmation test will be conducted after a waiting period of at least 15 minutes, but not more than 30 minutes, after completion of the initial test. A confirmed alcohol concentration greater than 0.000 will be considered a positive test and a violation of this Policy.**

**Positive alcohol test results for any employee not in a safety-sensitive position will be reviewed on a case-by-case basis to determine the appropriate level of discipline, which may include discharge.**

##### 6.1B ILLEGAL DRUG POSITIVE TEST

**Any employee** whose test results are positive for illegal drugs is subject to employment termination.

##### 6.1C LEGAL DRUG POSITIVE TEST

**As a part of OCTA policy, it is mandatory for an employee in a safety-sensitive position to submit a completed Attachment B form for any legal drug taken, which may cause drowsiness or which may otherwise impair, to any extent, the employee's ability to safely and efficiently perform his/her job. If the Attachment B form for the legal drug has not been submitted, an employee will be suspended without pay pending the receipt and review of the Attachment B form. Additionally, the safety-sensitive employee who has failed to submit the Attachment B form will receive a disciplinary Final Warning. In instances when the employee fails to timely submit the Attachment B form, the employee's employment will be subject to termination.**

## DRUG AND ALCOHOL POLICY MANUAL

### VIOLATIONS OF POLICY—SECTION 6

#### 6.2 FAILURE TO PASS

##### 6.2A PRE-EMPLOYMENT (POST-OFFER) DRUG AND/OR ALCOHOL TEST

An applicant for a safety-sensitive position whose test results are positive for any illegal drug **or alcohol** will not be hired and will be given a SAP referral by the Human Resources Department. If the applicant does not pass a drug **or an alcohol test**, **he/she must wait twelve (12) months before reapplying** and then must present evidence of completion of a drug and/or alcohol Substance Abuse Program, from a SAP acceptable to the Authority, before he/she is eligible for employment consideration.

##### 6.2B PRE-TRANSFER, REASONABLE SUSPICION, PROBABLE CAUSE, POST-ACCIDENT, FOLLOW-UP, FIT FOR DUTY, RETURN-TO-DUTY, OR RANDOM ALCOHOL AND/OR DRUG TEST

**An employee** who has a positive drug or alcohol test shall be immediately removed from duty. **Employees** who have violated a DOT drug and alcohol regulation will be referred to a SAP by Labor and Employee Relations for evaluation and recommendations concerning education, treatment, follow-up testing, and aftercare.

An employee who applies for a transfer or promotion into a safety-sensitive position who fails a drug and alcohol test shall not be transferred or promoted into a safety-sensitive position.

##### 6.2C NON-DOT DRUG OR ALCOHOL TEST AT TIME OF DMV RE-CERTIFICATION OR ANNUAL OR BI-ANNUAL PHYSICAL

**While on duty**, if an employee's test results at the time of the DMV re-recertification or an annual or bi-annual physical examination are positive for alcohol or any illegal drug, the employee shall be immediately removed from duty. If an employee is off duty and the test results are positive for alcohol or any illegal drug **AND** the MRO determines the use occurred while on duty, it will be treated as such.

**While off duty**, if an employee's test results at the time of DMV re-certification or an annual or bi-annual physical examination are positive for alcohol or any illegal drug, the employee will be suspended without pay for a minimum of thirty (30) days. The employee must enter an Authority approved substance abuse treatment program and provide verification of such to the Authority. If the employee refuses to comply with the Authority's requirement to enter an Authority approved Substance Abuse

## DRUG AND ALCOHOL POLICY MANUAL

### VIOLATIONS OF POLICY—SECTION 6

Program his/her employment will be terminated.

If an employee is participating in an Authority approved treatment program, and that treatment requires hospitalization, the employee may use available sick leave and/or vacation time to the extent available. All such treatment must be conducted by the hospital.

The employee must take a second non-DOT drug and alcohol test before returning to duty as directed by the Substance Abuse Counselor. If the employee does not take the second test as designated by the Authority, his/her employment will be terminated.

If the second test is positive for any alcohol or illegal drug, the employee's employment will be terminated. If the second test is negative for alcohol or illegal drugs and the MRO determines that the employee may return to duty, then the employee may return to duty only upon agreeing to the terms of and signing an Alcohol and Drug Behavioral Contract Attachment C. Violation of the Behavioral Contract will result in termination of employment.

Should the employee who has entered into a Drug and Alcohol Behavioral Contract have a positive drug or alcohol test at any subsequent DMV re-certification or annual or bi-annual physical examination, his/her employment will be immediately terminated.

Although the DMV Recertification Drug and Alcohol Testing is a non-DOT requirement, OCTA will follow DOT protocol including Direct Observation when applicable.

#### 6.3 FAILURE OR REFUSAL TO TEST (PART 40.261)

**An employee's** refusal to comply with a request or directive for testing under this Policy will be considered a positive test and is grounds for employment termination. The following behaviors constitute a test refusal:

- Failure to appear for any test (except for pre-employment) within a reasonable time. **Reasonable time means that employees are required to proceed to the clinic test site immediately upon notice of selection for a drug and/or alcohol test.**
- Failure to remain at the testing site until the testing process is complete;
- Failure to provide a urine specimen for any required drug test, or fail to provide an

## DRUG AND ALCOHOL POLICY MANUAL

### VIOLATIONS OF POLICY—SECTION 6

adequate amount of breath for any required alcohol test, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;

- Failure to permit the observation or monitoring of the specimen collection when required to do so;
- Failure to provide a sufficient amount of urine when directed, and there is no adequate medical explanation for the failure;
- Failure to take a second test when directed to do so by the employer or collector;
- Failure to undergo a medical examination when directed to do so by the MRO or employer;
- Failure to sign the certification at Step 2 of the Alcohol Testing Form;
- Failure to cooperate with any part of the testing process (e.g. refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, failure to wash hands after being directed to do so by the collector);
- Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
- Possess or wear a prosthetic or other device that could be used to interfere with the collection process; and
- Admit to the collector or MRO that you adulterated or substituted the specimen.
- The MRO reports that **an employee** has a verified adulterated or substituted test result.

#### 6.3A SHY BLADDER (PART 40.193, 40.195) SHY LUNG (PART 40.263, 40.265)

**Any employee** who does not provide a sufficient amount of breath to permit a valid breath test, must make a second attempt to provide a sufficient amount of breath. If the employee refuses to make the attempt, this will be considered a test refusal. If **the employee** is unable to provide the required volume of breath to permit a valid breath test, OCTA will refer **the employee** to a physician of our choice for a medical examination within 5 days to determine if there is a valid medical condition which precludes **the employee** from providing a sufficient amount of breath. If the physician finds that there is not an adequate basis for determining that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing a sufficient amount of breath, **the employee** will be considered to have refused the test and will be subject to employment termination.

## DRUG AND ALCOHOL POLICY MANUAL

### VIOLATIONS OF POLICY—SECTION 6

**Any employee** who is unable to provide the required urine sample for drug testing within three (3) hours of the first attempt, the collection process will be discontinued and the DER notified. After consulting with the MRO, the employer will direct the employee to obtain a medical evaluation from a licensed physician who is acceptable to the MRO. The medical examination must be obtained within five (5) business days of the initial collection effort. If no evidence of health problems exists, the MRO will determine that the employee refused the test and will be subject to employment termination.



# **Programs**

## **Section 7**

# DRUG AND ALCOHOL POLICY MANUAL

## PROGRAMS—SECTION 7

## DRUG AND ALCOHOL POLICY MANUAL

### PROGRAMS—SECTION 7

#### 7.1 EMPLOYEE ASSISTANCE PROGRAM

The Authority maintains an Employee Assistance Program (EAP), which offers confidential, professional counseling to employees **and family members**. The EAP provides trained Substance Abuse Professionals (SAPs) to assist employees in dealing with drug and/or alcohol related problems before such problems impact on-job performance. Employees experiencing personal or work performance problems associated with drug or alcohol use are urged to utilize the EAP.

It is the responsibility of employees to seek assistance from the EAP *before* drug and/or alcohol problems lead to disciplinary action, which can include discharge for a first offense. Enrollment and participation in the EAP will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. However, **if an employee violates this Policy, his/her subsequent use of the EAP on a voluntary basis will have no bearing on the determination of disciplinary action, up to and including discharge.**

**In addition to employees utilizing the EAP on a voluntary basis, the EAP may also be utilized when Management refers an employee for any problems/behaviors that may be impacting job performance.**

**Provisions for leaves of absence for employees with drug and/or alcohol related problems who have not been found in violation of the Policy and who voluntarily seek assistance through the EAP will be considered on an individual basis.**

**Any employee who tests positive for the presence of alcohol or drugs at or above the DOT-established cut off levels shall be referred by Labor and Employee Relations to OCTA's EAP for an evaluation by a SAP for DOT-required tests, or an evaluation by a Substance Abuse Counselor for non-DOT required tests. The SAP or Substance Abuse Counselor will recommend education and/or treatment to the employee.**

**The cost of any treatment or rehabilitation services shall be paid directly by the employee or his/her insurance provider.**

#### 7.2 DRUG-FREE AWARENESS PROGRAM

To assist **employees** to understand and to avoid the perils of drug and alcohol abuse, the Authority has developed and implemented a comprehensive Drug-Free Awareness Program. The Drug-Free Awareness Program includes an ongoing educational and training

## DRUG AND ALCOHOL POLICY MANUAL

### PROGRAMS—SECTION 7

effort to prevent and eliminate drug and alcohol abuse that may affect the workplace.

The Drug-Free Awareness Program also includes the Drug-Free Workplace Act Certification For A Public Or Private Entity Attachment D and the informational material to inform employees and their families about (1) the dangers of drug and alcohol abuse in the workplace; (2) the consequences of drug and/or alcohol use on personal health, safety, and the work environment; (3) the manifestation and behavioral cues that may indicate drug and/or alcohol use and abuse; (4) educate the employees about their responsibility regarding use of prescription and OTC medication (5) the Authority's Drug and Alcohol Policy Manual; (6) the availability of treatment and counseling for employees who voluntarily seek assistance for alcohol misuse and/or drug abuse, including information about the EAP and community service hotline telephone numbers; and (7) the sanctions the Authority will impose for violations of its Drug and Alcohol Policy Manual.

As required by FTA regulations, OCTA will provide a minimum of 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.

Supervisors and/or other company officers authorized by OCTA to make reasonable suspicion determinations shall receive at least 60 minutes of training on the physical, behavioral, and performance indicators of probable drug use and at least 60 minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse. Periodic retraining will also be required of supervisory personnel.

# **Glossary of Terms**

## **Section 8**

# DRUG AND ALCOHOL POLICY MANUAL

## GLOSSARY OF TERMS—SECTION 8

**ADULTERATED SPECIMEN:**

A specimen is considered adulterated if it contains a substance that is not a normal constituent or contains a substance that is normally present in the body at a concentration that is not a normal physiological concentration.

**ALCOHOL MISUSE:**

Occurs when an employee arrives at the work site with alcohol in his/her system or the odor of alcohol on his/her breath; consumes a beverage containing alcohol while on duty or subject to duty; or during coffee or lunch breaks; or is late to work or absent from work due to the consumption of alcohol.

**ATTACHMENT B FORM:**

The Disclosure of Prescription and Over-the-Counter Medications form; a sample of this form is provided in Attachment B of this Policy and can be obtained from a Manager, a Supervisor, the Human Resources Department, or the OCTA Intranet. Employees in safety-sensitive positions are required, under OCTA Policy, to file a completed Attachment B form.

**BREATH ALCOHOL TECHNICIAN (BAT):**

The Breath Alcohol Technician instructs and assists employees in the alcohol testing process; operates an evidential breath testing device.

**CHAIN OF CUSTODY:**

The procedure used to document the handling of the urine specimen from the time the employee gives the specimen to the collector until the specimen is destroyed. This procedure uses the Federal Drug Testing Custody and Control Form (CCF).

**COLLECTION SITES:**

A place selected by the employer where employees present themselves for the purpose of providing a urine specimen for a drug test.

**DRUG & ALCOHOL MANAGER (DAPM):**

An employee authorized by OCTA to manage and monitor the Drug and Alcohol testing program.

## **DRUG AND ALCOHOL POLICY MANUAL**

### **GLOSSARY OF TERMS—SECTION 8**

#### **DESIGNATED EMPLOYER REPRESENTATIVE (DER):**

Designated Employer Representative is an employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes.

#### **U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS OR HHS):**

The Department of Health and Human Services or any other designee of the Secretary, Department of Health and Human Services.

#### **DHHS CERTIFIED LABS:**

Any U.S. laboratory certified by DHHS under the National Laboratory Certification Program as meeting the minimum standards of Subpart C of the DHHS Mandatory Guidelines for Federal Workplace Drug Testing Programs.

#### **DILUTED SPECIMEN:**

Diluted specimens have creatinine and specific gravity values that are lower than expected for human urine. A dilute test will be reported as a positive or negative. For a positive dilute test, the Authority treats the result as a positive test and removes the employee from safety-sensitive duty. For a negative dilute test (See Section 5.7), the Authority will require, as a matter of policy, employees to retest. The second test is the test of record, even if the second test is also a negative dilute.

#### **U.S. DEPARTMENT OF TRANSPORTATION (DOT):**

The U.S. Department of Transportation is a government entity which oversees several agencies, including the Federal Transit Administration (FTA) or any designee of a DOT agency.

#### **EVIDENTIAL BREATH TESTING (EBT) DEVICE:**

A device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential breath testing and placed on NHTSA's "Conforming Products List of Evidential Breath Measurements Devices," and conforming with the model specifications available from NHTSA Traffic Safety Program.



**FEDERAL TRANSIT ADMINISTRATION (FTA):**

The Federal Transit Administration, an agency of the U.S. Department of Transportation.

**INVALID SPECIMEN:**

An invalid specimen is one that contains unidentified adulterant, contains an unidentified interfering substance, has an abnormal physical characteristic, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing testing or obtaining a valid drug test result.

**ILLEGAL DRUG:**

Any drug which (a) is not legally obtainable or (b) is legally obtainable but had not been legally obtained or is not being used for its prescribed purposes. It includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

**LEGAL DRUG:**

Any drug prescribed by a physician for the employee or any over-the-counter drug which has been legally obtained which is being used for the purpose for which it has been prescribed or manufactured. A drug, which is legally obtainable but is not being used for its prescribed purposes, is an illegal drug, not a legal drug, under this Policy.

**MEDICAL REVIEW OFFICER (“MRO”):**

A person who is a licensed physician, with MRO certification, who is appointed and authorized by the Authority to be responsible for receiving and reviewing laboratory results generated by OCTA's drug testing program and for evaluating medical explanations for certain drug test results. The MRO shall report each verified positive test result to the DER in the Human Resources Department. The MRO will also determine (when the Authority requests such a determination) whether an employee who is taking a legal drug(s) may work while under the influence of such drug(s).

**NHTSA:**

National Highway Traffic Safety Administration.

## DRUG AND ALCOHOL POLICY MANUAL

### GLOSSARY OF TERMS—SECTION 8

#### **NON-SAFETY SENSITIVE POSITION:**

Any position which does not entail any duty related to the safe operation of the Authority's mass transportation service.

#### **POSITIVE ALCOHOL TEST:**

Under the Authority's Drug and Alcohol Policy Manual, the presence of alcohol in a body at a concentration **greater than 0.000** as measured by an Evidential Breath Testing (EBT) Device.

#### **POSITIVE DRUG TEST:**

Any urine that is chemically tested (screened and confirmed) which shows the presence of controlled substances, as defined by DOT standards, and is verified by the MRO.

#### **PRE-EMPLOYMENT TESTING:**

Employees that are either applying for or transferring to a safety-sensitive position or if ninety (90) days have elapsed since the employee performed safety-sensitive duties and the individual was not in the random pool.

#### **PROBABLE CAUSE:**

**The Authority will require a drug and/or an alcohol test on any employee who is reasonably suspected of violating this policy, including but not limited to, any employee suspected of possessing, using or being under the influence of alcohol or an illegal drug, a legal drug if such use would violate this policy, while on duty or in Authority vehicles or on Authority property or in Authority uniform.**

#### **REASONABLE SUSPICION:**

The Federal Transit Administration (FTA) regulations require a safety-sensitive employee to submit a test when the employer has reasonable suspicion that the employee has used a prohibited drug or has misused alcohol. The request to undergo a reasonable suspicion test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odor of the safety-sensitive employee.

**SAFETY-SENSITIVE POSITION:**

Any position which entails any duty related to the safe operation of the Authority's mass transportation service, including: (a) operation of a revenue service vehicle, whether or not such vehicle is in revenue service; (b) operation of a non-revenue service vehicle that requires a CDL (c) controlling dispatch or movement of a revenue service vehicle or equipment used in revenue service; (d) maintaining revenue service of vehicles or equipment used in revenue service; (e) carrying a firearm for security purposes; and (f) supervising an employee who performs a function in (a)-(e) above and performing or called upon to perform a safety sensitive function. Positions currently classified as safety-sensitive positions are listed in Attachment A of this Policy and are subject to revision as needed.

**SCREENING TEST TECHNICIAN (STT):**

A person who instructs and assists employees in the alcohol testing process and operates an alcohol screening device.

**SUBSTANCE ABUSE PROFESSIONAL (SAP):**

An OCTA authorized licensed physician or a licensed or certified psychologist, social worker, employee assistance professional, or a certified addiction counselor, with knowledge of and clinical experience in the diagnosis and treatment of drug and related disorders; evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare. Although in most cases, an employee will be terminated for violation of this Policy; in cases in which an employee is suspended or placed on a leave of absence, OCTA will determine when/or if the employee may return to duty.

**SUBSTITUED SPECIMEN:**

Substituted specimens have creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

**UNDER THE INFLUENCE:**

When an employee is affected to any extent by alcohol or a drug, or metabolites of such, or the combination of alcohol and a drug, or has alcohol or a drug, or metabolites, of such, in the employee's body in any detectable amount.

**END OF POLICY**

# DRUG AND ALCOHOL POLICY MANUAL

## GLOSSARY OF TERMS—SECTION 8

# **Attachments**

## **Section 9**

# DRUG AND ALCOHOL POLICY MANUAL

## ATTACHMENTS—SECTION 9

## **ATTACHMENT A**

### **SAFETY-SENSITIVE POSITIONS**

Any level of job classification or within the general job classification of the positions listed below are considered safety-sensitive. The listing is subject to revision and may not be all inclusive due to changes in job position titles.

- Coach Operator
- Electronic Technician
- Facilities Maintenance Technicians
- Maintenance Field Administrator
- Field Supervisor
- Instructor (Maintenance, Coach Operations)
- Mechanic
- Automotive Mechanic
- Machinist
- Radio Dispatcher
- Service Worker
- Supervisor, Maintenance
- Section Supervisor/Section Manager:
  - Central Communications
  - Facilities Maintenance
  - Field Operations
  - Bus Operations
  - Instruction
  - Vehicle Maintenance
- Window Dispatcher
- Or any other employee who operates a revenue service vehicle (whether or not the vehicle is in revenue service), dispatch (anyone who controls revenue service vehicles' movement), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, and any other employee who through course of employment is required to hold a Commercial Driver's License (CDL).





## DRUG AND ALCOHOL POLICY MANUAL

## ATTACHMENTS—SECTION 9

**ATTACHMENT B****Disclosure of Prescription and Over-the-Counter Drugs**

<b>OVER-THE-COUNTER MEDICATION</b> Instructions For Employees In Safety-Sensitive Positions	
1. Attachment B forms are required by Orange County Transportation Authority (OCTA) for employees in Safety-Sensitive positions 2. If you are disclosing the use of over-the-counter medications, complete this page and sign the "Employee" section	
<b><u>To Be Completed By Employee</u></b>	
(include only those over-the-counter medications which may cause drowsiness or impair employee's ability to safely perform his/her job duties (attached), drugs listed on Schedule (attached), amphetamines, narcotics, or other habit forming drugs.	
I _____, am a Safety Sensitive employee. My job title is _____ <div style="text-align: center; font-size: small;">Print/Type Name Legibly</div> _____, and my work location is _____ <div style="display: flex; justify-content: space-between; font-size: small;"> <span>Print/Type Job Title</span> <span>Print/Type Work Location</span> </div>	
<input type="checkbox"/> I take the following over-the-counter medications as directed* on the package.	
*If the medication is not taken as directed, please explain: _____ _____	
GENERAL PAIN RELIEF	COLD/FLU MEDICATION
SINUS RELIEF	VITAMINS/MINERALS/HERBS
OTHER	OTHER

I understand that, in accordance with OCTA's Drug and Alcohol Policy and the purpose of review and determination of my eligibility to work, it is my obligation to inform OCTA of any over-the-counter medication I intend to take that may cause drowsiness or impair my ability to safely perform my job duties or ability to operate machinery or a commercial motor vehicle. I understand that I may not engage in any safety-sensitive functions while taking any legal OTC drug that contains a warning label on the packaging which indicates that the drug may cause drowsiness or otherwise impair my ability to safely perform the job duties.

Additionally, I understand that on-going or periodic use of these over-the-counter medications requires a fully completed and appropriately signed Attachment B form. I acknowledge that I read the labels on all medications that I intend to take and that I will take such medication according to label directions.

\_\_\_\_\_ Employee's Signature      \_\_\_\_\_ Employee's Badge#      \_\_\_\_\_ Date

FOR OCTA USE ONLY	
Date HR Received: _____	Received by: _____
HR: <input type="checkbox"/> Reviewed <input type="checkbox"/> MRO Contacted <input type="checkbox"/> Supervisor Notified: _____	Date/Time: _____

## DRUG AND ALCOHOL POLICY MANUAL

## ATTACHMENTS—SECTION 9



## ATTACHMENT B

## Disclosure of Prescription and Over-the-Counter

## SCHEDULE I

[Code of Federal Regulations]  
[Title 21, Volume 9]  
[Revised as of April 1, 2013]  
[CITE: 21CFR1308.11]

## TITLE 21 – FOOD AND DRUGS

## CHAPTER II – DRUG ENFORCEMENT ADMINISTRATION, DEPARTMENT OF JUSTICE

PART 1308 -- SCHEDULES OF CONTROLLED SUBSTANCES

## Sec. 1308.11 Schedule I.

(a) Schedule I shall consist of the drugs and other substances, by whatever official name, common or usual name, chemical name, or brand name designated, listed in this section. Each drug or substance has been assigned the DEA Controlled Substances Code Number set forth opposite it.

(b) Opiates. Unless specifically excepted or unless listed in another schedule, any of the following opiates, including their isomers, esters, ethers, salts, and salts of isomers, esters and ethers, whenever the existence of such isomers, esters, ethers and salts is possible within the specific chemical designation (for purposes of paragraph (b) (34) only, the term isomer includes the optical and geometric isomers):

(1) Acetyl-alpha-methylfentanyl ( <i>N</i> -[1-(1-methyl-2-phenethyl)-4-piperidiny]- <i>N</i> -phenylacetamide)	9815
(2) Acetylmethadol	9601
(3) Allylprodine	9602
(4) Alphacetylmethadol (except levo-alphacetylmethadol also known as levo-alpha-acetylmethadol, levomethadyl acetate, or LAAM)	9603
(5) Alphameprodine	9604
(6) Alphamethadol	9605
(7) Alpha-methylfentanyl ( <i>N</i> -[1-(alpha-methyl-beta-phenyl)ethyl-4-piperidyl] propionamide; 1-(1-methyl-2-phenylethyl)-4-( <i>N</i> -propanilido) piperidine)	9814
(8) Alpha-methylthiofentanyl ( <i>N</i> -[1-methyl-2-(2-thienyl)ethyl-4-piperidiny]- <i>N</i> -phenylpropanamide)	9832
(9) Benzethidine	9606
(10) Betacetylmethadol	9607
(11) Beta-hydroxyfentanyl ( <i>N</i> -[1-(2-hydroxy-2-phenethyl)-4-piperidiny]- <i>N</i> -phenylpropanamide)	9830
(12) Beta-hydroxy-3-methylfentanyl (other name: <i>N</i> -[1-(2-hydroxy-2-phenethyl)-3-methyl-4-piperidiny]- <i>N</i> -phenylpropanamide)	9831
(13) Betameprodine	9608
(14) Betamethadol	9609
(15) Betaprodine	9611

1042715.1

Page 3 of 10

## DRUG AND ALCOHOL POLICY MANUAL

## ATTACHMENTS—SECTION 9

(16) Clonitazene	9612
(17) Dextromoramide	9613
(18) Diampromide	9615
(19) Diethylthiambutene	9616
(20) Difenoxin	9168
(21) Dimenoxadol	9617
(22) Dimepheptanol	9618
(23) Dimethylthiambutene	9619
(24) Dioxaphetyl butyrate	9621
(25) Dipipanone	9622
(26) Ethylmethylthiambutene	9623
(27) Etonitazene	9624
(28) Etoxadine	9625
(29) Furethidine	9626
(30) Hydroxypethidine	9627
(31) Ketobemidone	9628
(32) Levomoramide	9629
(33) Levophenacymorphan	9631
(34) 3-Methylfentanyl ( <i>N</i> -[3-methyl-1-(2-phenylethyl)-4-piperidyl]- <i>N</i> -phenylpropanamide)	9813
(35) 3-methylthiofentanyl ( <i>N</i> -[(3-methyl-1-(2-thienyl)ethyl-4-piperidinyl)- <i>N</i> -phenylpropanamide)	9833
(36) Morpheridine	9632
(37) MPPP (1-methyl-4-phenyl-4-propionoxypiperidine)	9661
(38) Noracymethadol	9633
(39) Norlevorphanol	9634
(40) Normethadone	9635
(41) Norpipanone	9636
(42) Para-fluorofentanyl ( <i>N</i> -(4-fluorophenyl)- <i>N</i> -[1-(2-phenethyl)-4-piperidinyl] propanamide)	9812
(43) PEPAP (1-(2-phenethyl)-4-phenyl-4-acetoxypiperidine)	9663
(44) Phenadoxone	9637
(45) Phenampromide	9638
(46) Phenomorphan	9647
(47) Phenoperidine	9641
(48) Pirtramide	9642
(49) Proheptazine	9643
(50) Properidine	9644
(51) Propiram	9649
(52) Racemoramide	9645
(53) Thiofentanyl ( <i>N</i> -phenyl- <i>N</i> -[1-(2-thienyl)ethyl-4-piperidinyl]-propanamide)	9835
(54) Tilidine	9750
(55) Trimeperidine	9646

Page 4 of 12

1042715.1

## DRUG AND ALCOHOL POLICY MANUAL

## ATTACHMENTS—SECTION 9

(c) Opium derivatives. Unless specifically excepted or unless listed in another schedule, any of the following opium derivatives, its salts, isomers, and salts of isomers whenever the existence of such salts, isomers, and salts of isomers is possible within the specific chemical designation:

(1) Acetorphine	9319
(2) Acetyldihydrocodeine	9051
(3) Benzylmorphine	9052
(4) Codeine methylbromide	9070
(5) Codeine-N-Oxide	9053
(6) Cyprenorphine	9054
(7) Desomorphine	9055
(8) Dihydromorphine	9145
(9) Drotebanol	9335
(10) Etorphine (except hydrochloride salt)	9056
(11) Heroin	9200
(12) Hydromorphenol	9301
(13) Methyldesorphine	9302
(14) Methyldihydromorphine	9304
(15) Morphine methylbromide	9305
(16) Morphine methylsulfonate	9306
(17) Morphine-N-Oxide	9307
(18) Myrophine	9308
(19) Nicocodeine	9309
(20) Nicomorphine	9312
(21) Normorphine	9313
(22) Pholcodine	9314
(23) Thebacon	9315

(d) Hallucinogenic substances. Unless specifically excepted or unless listed in another schedule, any material, compound, mixture, or preparation, which contains any quantity of the following hallucinogenic substances, or which contains any of its salts, isomers, and salts of isomers whenever the existence of such salts, isomers, and salts of isomers is possible within the specific chemical designation (for purposes of this paragraph only, the term "isomer" includes the optical, position and geometric isomers):

## DRUG AND ALCOHOL POLICY MANUAL

## ATTACHMENTS—SECTION 9

## ATTACHMENT B

## Disclosure of Prescription and Over-the-Counter

(1) Alpha-ethyltryptamine	7249
Some trade or other names: etryptamine; Monase; [alpha]-ethyl-1H-indole-3-ethanamine; 3-(2-aminobutyl) indole; [alpha]-ET; and AET.	
(2) 4-bromo-2,5-dimethoxy-amphetamine	7391
Some trade or other names: 4-bromo-2,5-dimethoxy-[alpha]-methylphenethylamine; 4-bromo-2,5-DMA	
(3) 4-Bromo-2,5-dimethoxyphenethylamine	7392
Some trade or other names: 2-(4-bromo-2,5-dimethoxyphenyl)-1-aminoethane; alpha-desmethyl DOB; 2C-B, Nexus.	
(4) 2,5-dimethoxyamphetamine	7396
Some trade or other names: 2,5-dimethoxy-[alpha]-methylphenethylamine; 2,5-DMA	
(5) 2,5-dimethoxy-4-ethylamphet-amine	7399
Some trade or other names: DOET	
(6) 2,5-dimethoxy-4-(n)-propylthiophenethylamine (other name: 2C-T-7)	7348
(7) 4-methoxyamphetamine	7411
Some trade or other names: 4-methoxy-[alpha]-methylphenethylamine; paramethoxyamphetamine, PMA	
(8) 5-methoxy-3,4-methylenedioxy-amphetamine	7401
(9) 4-methyl-2,5-dimethoxy-amphetamine	7395
Some trade and other names: 4-methyl-2,5-dimethoxy-[alpha]-methylphenethylamine; "DOM"; and "STP"	
(10) 3,4-methylenedioxy amphetamine	7400
(11) 3,4-methylenedioxymethamphetamine (MDMA)	7405
(12) 3,4-methylenedioxy-N-ethylamphetamine (also known as N-ethyl-alpha-methyl-3,4(methylenedioxy)phenethylamine, N-ethyl MDA, MDE, MDEA	7404
(13) N-hydroxy-3,4-methylenedioxyamphetamine (also known as N-hydroxy-alpha-methyl-3,4(methylenedioxy)phenethylamine, and N-hydroxy MDA	7402
(14) 3,4,5-trimethoxy amphetamine	7390
(15) 5-methoxy-N,N-dimethyltryptamine Some trade or other names: 5-methoxy-3-[2-(dimethylamino)ethyl]indole; 5-MeO-DMT	7431
(16) Alpha-methyltryptamine (other name: AMT)	7432
(17) Bufotenine	7433

1042715.1

# DRUG AND ALCOHOL POLICY MANUAL

## ATTACHMENTS—SECTION 9

Some trade and other names: 3-([beta]-Dimethylaminoethyl)-5-hydroxyindole; 3-(2-dimethylaminoethyl)-5-indolol; N, N-dimethylserotonin; 5-hydroxy-N,N-dimethyltryptamine; mappine	
(18) Diethyltryptamine	7434
Some trade and other names: N,N-Diethyltryptamine; ET	
(19) Dimethyltryptamine	7435
Some trade or other names: DMT	
(20) 5-methoxy-N,N-diisopropyltryptamine (other name: 5-MeO-DIPT)	7439
(21) Ibogaine	7260
Some trade and other names: 7-Ethyl-6,6[beta],7,8,9,10,12,13-octahydro-2-methoxy-6,9-methano-5H-pyrido [1', 2':1,2] azepino [5,4-b] indole; Tabernanthe iboga	
(22) Lysergic acid diethylamide	7315
(23) Marijuana	7360
(24) Mescaline	7381
(25) Parahexyl--7374; some trade or other names: 3-Hexyl-1-hydroxy-7, 8, 9, 10-tetrahydro-6, 6, 9-trimethyl-6H-dibenzo[b,d]pyran; Synhexyl.	
(26) Peyote	7415
Meaning all parts of the plant presently classified botanically as <i>Lophophora williamsii</i> Lemaire, whether growing or not, the seeds thereof, any extract from any part of such plant, and every compound, manufacture, salts, derivative, mixture, or preparation of such plant, its seeds or extracts	
(Interprets 21 USC 812(c), Schedule I(c) (12))	
(27) N-ethyl-3-piperidyl benzilate	7482
(28) N-methyl-3-piperidyl benzilate	7484
(29) Psilocybin	7437
(30) Psilocyn	7438
(31) Tetrahydrocannabinols	7370
Meaning tetrahydrocannabinols naturally contained in a plant of the genus Cannabis (cannabis plant), as well as synthetic equivalents of the substances contained in the cannabis plant, or in the resinous extractives of such plant, and/or synthetic substances, derivatives, and their isomers with similar chemical structure and pharmacological activity to those substances contained in the plant, such as the following:	
1 cis or trans tetrahydrocannabinol, and their optical isomers	
6 cis or trans tetrahydrocannabinol, and their optical isomers	
3, 4 cis or trans tetrahydrocannabinol, and its optical isomers	
(Since nomenclature of these substances is not internationally standardized, compounds of these structures, regardless of numerical designation of atomic positions covered.)	
(32) Ethylamine analog of phencyclidine	7455
Some trade or other names: N-ethyl-1-phenylcyclohexylamine, (1-phenylcyclohexyl)ethylamine, N-(1-phenylcyclohexyl)ethylamine, cyclohexamine, PCE	
(33) Pyrrolidine analog of phencyclidine	7458
Some trade or other names: 1-(1-phenylcyclohexyl)-pyrrolidine, PCPy, PHP	
(34) Thiophene analog of phencyclidine	7470

1042715.1



## DRUG AND ALCOHOL POLICY MANUAL

## ATTACHMENTS—SECTION 9

Some trade or other names: 1-[1-(2-thienyl)-cyclohexyl]-piperidine, 2-thienylanalog of phencyclidine, TCP, TCP	
(35) 1-[1-(2-thienyl)cyclohexyl]pyrrolidine	7473
Some other names: TCPy	
(36) 4-methylmethcathinone (Mephedrone)	1248
(37) 3,4-methylenedioxypyrovalerone (MDPV)	7535
(38) 2-(2,5-Dimethoxy-4-ethylphenyl)ethanamine (2C-E)	7509
(39) 2-(2,5-Dimethoxy-4-methylphenyl)ethanamine (2C-D)	7508
(40) 2-(4-Chloro-2,5-dimethoxyphenyl)ethanamine (2C-C)	7519
(41) 2-(4-Iodo-2,5-dimethoxyphenyl)ethanamine (2C-I)	7518
(42) 2-[4-(Ethylthio)-2,5-dimethoxyphenyl]ethanamine (2C-T-2)	7385
(43) 2-[4-(Isopropylthio)-2,5-dimethoxyphenyl]ethyl (2C-T-4)	7532
(44) 2-(2,5-Dimethoxyphenyl)ethanamine (2C-H)	7517
(45) 2-(2,5-Dimethoxy-4-nitro-phenyl)ethanamine (2C-N)	7521
(46) 2-(2,5-Dimethoxy-4-(n)-propylphenyl)ethanamine (2C-P)	7524
(47) 3,4-Methylenediox-N-methylcathinone (Methylone)	7540

(e) Depressants. Unless specifically excepted or unless listed in another schedule, any material, compound, mixture, or preparation which contains any quantity of the following substances having a depressant effect on the central nervous system, including its salts, isomers, and salts of isomers whenever the existence of such salts, isomers, and salts of isomers is possible within the specific chemical designation:

(1) gamma-hydroxybutyric acid (some other names include GHB; gamma-hydroxybutyrate; 4-hydroxybutyrate; 4-hydroxybutanoic acid; sodium oxybate; sodium oxybutyrate)	2010
(2) Mecloqualone	2572
(3) Methaqualone	2565

(f) Stimulants. Unless specifically excepted or unless listed in another schedule, any material, compound, mixture, or preparation which contains any quantity of the following substances having a stimulant effect on the central nervous system, including its salts, isomers, and salts of isomers:

(1) Aminorex (Some other names: aminoxaphen; 2-amino-5-phenyl-2-oxazoline; or 4,5-dihydro-5-phenyl-2-oxazolamine)	1585
(2) N-Benzylpiperazine (some other names: BZP, 1-benzylpiperazine)	7493
(3) Cathinone	1235
Some trade or other names: 2-amino-1-phenyl-1-propanone, alpha-aminopropiophenone, 2-aminopropiophenone, and norephedrone	
(4) Fenethylamine	1503
(5) Methcathinone (Some other names: 2-(methylamino)-propionophenone; alpha-(methylamino)propionophenone; 2-(methylamino)-1-phenylpropan-1-one; alpha-N-methylaminopropiophenone; monomethylpropion; ephedrone; N-methylcathinone; methylcathinone; AL-464; AL-422; AL-463 and UR1432), its salts, optical isomers and salts of optical isomers	1237
(6) (+/-)-cis-4-methylaminorex ((+/-)-cis-4,5-dihydro-4-methyl-5-phenyl-2-oxazolamine)	1590

# DRUG AND ALCOHOL POLICY MANUAL

## ATTACHMENTS—SECTION 9

(7) N-ethylamphetamine	1475
(8) N,N-dimethylamphetamine (also known as N,N-alpha-trimethyl-benzeneethanamine; N,N-alpha-trimethylphenethylamine)	1480

(g) Cannabimimetic agents. Unless specifically exempted or unless listed in another schedule, any material, compound, mixture, or preparation which contains any quantity of the following substances, or which contains their salts, isomers, and salts of isomers whenever the existence of such salts, isomers, and salts of isomers is possible within the specific chemical designation:

(1) 5-(1,1-dimethylheptyl)-2-[(1R,3S)-3-hydroxycyclohexyl]-phenol (CP-47,497)	7297
(2) 5-(1,1-dimethyloctyl)-2-[(1R,3S)-3-hydroxycyclohexyl]-phenol (cannabicyclohexanol or CP-47,497 C8-homolog)	7298
(3) 1-pentyl-3-(1-naphthoyl)indole (JWH-018 and AM678)	7118
(4) 1-butyl-3-(1-naphthoyl)indole (JWH-073)	7173
(5) 1-hexyl-3-(1-naphthoyl)indole (JWH-019)	7019
(6) 1-[2-(4-morpholinyl)ethyl]-3-(1-naphthoyl)indole (JWH-200)	7200
(7) 1-pentyl-3-(2-methoxyphenylacetyl)indole (JWH-250)	6250
(8) 1-pentyl-3-[1-(4-methoxynaphthoyl)]indole (JWH-081)	7081
(9) 1-pentyl-3-(4-methyl-1-naphthoyl)indole (JWH-122)	7122
(10) 1-pentyl-3-(4-chloro-1-naphthoyl)indole (JWH-398)	7398
(11) 1-(5-fluoropentyl)-3-(1-naphthoyl)indole (AM2201)	7201
(12) 1-(5-fluoropentyl)-3-(2-iodobenzoyl)indole (AM694)	7694
(13) 1-pentyl-3-[(4-methoxy)-benzoyl]indole (SR-19 and RCS-4)	7104
(14) 1-cyclohexylethyl-3-(2-methoxyphenylacetyl)indole 7008 (SR-18 and RCS-8)	7008
(15) 1-pentyl-3-(2-chlorophenylacetyl)indole (JWH-203)	7203

(h) Temporary listing of substances subject to emergency scheduling. Any material, compound, mixture or preparation which contains any quantity of the following substances:

- (1) 3,4-methylenedioxy-N-methylcathinone (Other names: methylone)--7540
- (2) 5-(1,1-Dimethyloctyl)-2-[(1R, 3S )-3-hydroxycyclohexyl]-phenol, its optical, positional, and geometric isomers, salts and salts of isomers--7298 (Other names: cannabicyclohexanol and CP-47,497 C8 homologue)
- (3) 1-Butyl-3-(1-naphthoyl)indole, its optical, positional, and geometric isomers, salts and salts of isomers--7173 (Other names: JWH-073)
- (4) 1-[2-(4-Morpholinyl)ethyl]-3-(1-naphthoyl)indole, its optical, positional, and geometric isomers, salts and salts of isomers--7200 (Other names: JWH-200)
- (5) 1-Pentyl-3-(1-naphthoyl)indole, its optical, positional, and geometric isomers, salts and salts of isomers--7118 (Other names: JWH-018 and AM678)
- (6) 4-methyl-N-methylcathinone--1248 (Other names: mephedrone)
- (7) 3,4-methylenedioxy-N-methylcathinone-- Page 9 of 10 r names: methylone)

1042715.1



## DRUG AND ALCOHOL POLICY MANUAL

### ATTACHMENTS—SECTION 9

(8) 3,4-methylenedioxypyrovalerone--7535 (Other names: MDPV)

(9) (1-pentyl-1H-indol-3-yl)(2,2,3,3-tetramethylcyclopropyl)methanone, its optical, positional, and geometric isomers, salts and salts of isomers--7144 (Other names: UR-144, 1-pentyl-3-(2,2,3,3-tetramethylcyclopropyl)indole)

(10) [1-(5-fluoro-pentyl)-1H-indol-3-yl](2,2,3,3-tetramethylcyclopropyl)methanone, its optical, positional, and geometric isomers, salts and salts of isomers--7011 (Other names: 5-fluoro-UR-144, 5-F-UR-144, MLR11, 1-(5-fluoro-pentyl)-3-(2,2,3,3-tetramethylcyclopropyl)indole)

(11) N-(1-adamantyl)-1-pentyl-1H-indazole-3-carboxamide, its optical, positional, and geometric isomers, salts and salts of isomers--7048 (Other names: APINACA, AKB48)

[39 FR 22141, June 20, 1974]

#### Editorial Note:

For Federal Register citations affecting 1308.11, see the List of CFR Sections Affected, which appears in the Finding Aids section of the printed volume and at [www.fdsys.gov](http://www.fdsys.gov).

## DRUG AND ALCOHOL POLICY MANUAL

### ATTACHMENTS—SECTION 9

#### ATTACHMENT B

##### Disclosure of Prescription and Over-the-Counter Drugs

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##### SUMMARY OF SAFETY SENSITIVE JOB DUTIES

###### **Central Communications-**

Under general supervision, provides management by monitoring and coordinating the delivery of a 24/7 fixed route bus service through two-way radio communications with bus drivers, ensures safe, reliable, courteous service. Provides customer service to both internal and external customers.

###### **Coach Operator-**

Responsible for safely operating all types of agency motor coaches/ buses and on-board equipment to transport passengers over specified routes. Position requires a commercial driver's license with passenger endorsement.

###### **Field Supervisor-**

Under general supervision and with the support of Central Communications, physically manages the 24/7 bus system to ensure safe, reliable, courteous service. Provides customer service to both internal and external customers. Position requires a commercial driver's license with passenger endorsement.

###### **Line Supervisor -**

Under general direction, supervises maintenance employees in the repair, maintenance, cleaning, servicing, and/or revenue transferring for the agency's fleet of buses and other vehicles.

###### **Mechanic-**

Under supervision, diagnoses and makes mechanical repairs to buses and other automotive equipment. Position requires a commercial driver's license with passenger endorsement.

###### **Service Worker-**

Under direct supervision, performs vehicle movement, servicing, fueling, refilling consumables, repairs and cleaning. Position requires a commercial driver's license with passenger endorsement.

###### **Window Dispatcher-**

Under general supervision, provides management by monitoring and coordinating the delivery of a 24/7 fixed route bus service from the base, ensuring safe, reliable, courteous service. Provides customer service to both internal and external customers.

###### **Facilities Technician-**

Under the general supervision is responsible for mechanical and preventive maintenance of agency buildings, facilities, and compressed gas facilities.

###### **Instructor (Bus Operations & Maintenance)**

###### Bus Operations

Under minimal supervision, conducts classroom and on-the-job training for Coach Operators with a focus on customer service, safety, courtesy, and reliability. Designs, develops, and implements training programs that meet regulatory and agency guidelines. Evaluates student performance and administers discipline.

###### Maintenance

Under general supervision, researches, designs, coordinates, and presents training classes, which include maintenance of vehicles, use of tools and equipment, and Maintenance Certification Training. Provides consultation on technical vehicle issues.

**DRUG AND ALCOHOL POLICY MANUAL****ATTACHMENTS—SECTION 9****ATTACHMENT B****Disclosure of Prescription and Over-the-Counter Drugs**

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**SUMMARY OF SAFETY SENSITIVE  
JOB DUTIES****Other-**

Any employee who operates a revenue service vehicle (whether or not the vehicle is in revenue service), dispatch (anyone who controls revenue service vehicles' movement), maintenance of a revenue service vehicle or equipment used in revenue serve, security personnel who carry firearms, and any other employee who through course of employment is required to hold a Commercial Driver's License (COL).

# DRUG AND ALCOHOL POLICY MANUAL

## ATTACHMENTS—SECTION 9

**DRUG AND ALCOHOL POLICY MANUAL****ATTACHMENTS—SECTION 9****ATTACHMENT C****DRUG AND ALCOHOL BEHAVIORIAL CONTRACT**

I understand that I will be allowed to continue my employment with Orange County Transportation Authority if I will participate in and submit continuing documentation on a monthly basis of my participation in an Authority approved substance abuse treatment program. Additionally, upon successful completion of said program, I will provide the necessary documentation of such.

I agree not to use illegal drugs, including marijuana and alcohol, in accordance with the Authority's Alcohol/Drug Policy.

I understand that in order to return to my employment, I must submit to additional alcohol/drug test(s) and that such test(s) demonstrate there is no trace of alcohol or a drug or metabolite of any drug in my system.

I also understand that during the sixty (60) months following my return to work I may be tested without prior notice and if there is any trace of drug or metabolites and/or alcohol in my system, my employment with Orange County Transportation Authority will be terminated. Additionally, I understand that refusal to submit to such a test will result in the termination of my employment.

I understand and agree to all the above conditions. I also understand and agree that failure to meet all terms and conditions of this commitment will result in the termination of my employment, with no Hearing Before Discharge and no right of appeal through the grievance procedure.

---

Employee Signature

---

Date

---

Union Representative Signature

---

Date

---

Base Manager Signature

---

Date

---

Labor and Employee Relations Representative  
Signature

---

Date

## DRUG AND ALCOHOL POLICY MANUAL

### ATTACHMENTS—SECTION 9

#### ATTACHMENT D

##### DRUG –FREE WORKPLACE ACT CERTIFICATION FOR A PUBLIC OR PRIVATE ENTITY

Orange County Transportation Authority (OCTA or Authority) has a vital interest in providing its employees with safe and healthful working conditions and providing its riders and the public with high quality public transportation that is effective, safe and efficient. Therefore, OCTA is committed to establishing and maintaining a work environment free from the influence of drug and alcohol.

The Orange County Transportation Authority certifies that it will strive to provide a drug-free workplace through the following steps:

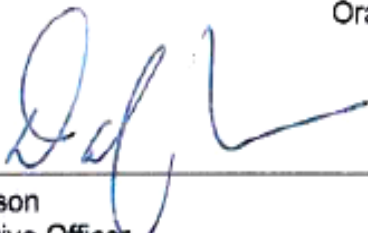
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in OCTA's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an on-going drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) OCTA's policy of maintaining a drug-free workplace;
  - (c) Potential dangers associated with the use of prescription (Rx) and over-the-counter (OTC) medications;
  - (d) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (e) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Requiring that each employee, including those engaged in the performance of a grant or cooperative agreement, be given a copy of the statement required by paragraph one (1) above.
4. Notifying employees, in the statement required by paragraph one (1), that as a condition of employment under any grant or cooperative agreement the employees will:
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

**DRUG AND ALCOHOL POLICY MANUAL****ATTACHMENTS—SECTION 9****ATTACHMENT D****DRUG-FREE WORKPLACE ACT CERTIFICATION FOR A PUBLIC OR PRIVATE ENTITY**

5. Notifying the Federal agency in writing within ten (10) calendar days after receiving notice from an employee under subparagraph four (4) (b) above or receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant or cooperative agreement.
6. Taking one of the following actions within thirty (30) calendar days of receiving notice under subparagraph four (4) (b) above, with respect to any employee who is so convicted:
  - (a) Take appropriate personnel action against such an employee, up to and including employment termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (b) Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs one (1) through six (6) above.

OCTA's headquarters is located at the following address. Addresses of other OCTA workplace sites maintained by OCTA are either attached or available upon request.

Orange County Transportation Authority  
550 South Main Street  
PO BOX 14184  
Orange, CA 92863-1584



Darrell Johnson  
Chief Executive Officer  
Orange County Transportation Authority

2-18-15

Date

# DRUG AND ALCOHOL POLICY MANUAL

## ATTACHMENTS—SECTION 9

### ATTACHMENT E

#### DRUG AND ALCOHOL POLICY MANUAL TEST REASONS AND REQUIREMENTS TABLE

Test Reason	Drug Test Requirement	Alcohol Test Requirement
Bi-Annual Physical	OCTA	OCTA
Behavioral Contract	OCTA	OCTA
DMV Certification/Re-Certification	OCTA	OCTA
Fit for Duty	OCTA	OCTA
Follow-Up Test	DOT	DOT
Post Accident resulting in a fatality	DOT	DOT
Post Accident resulting in injury treatment away from scene	DOT	DOT
Post Accident resulting in any vehicle towed	DOT	DOT
Post Accident (none of the above or non-revenue service vehicle)	OCTA	OCTA
Pre-Employment/Post Offer (Safety-Sensitive)	DOT	OCTA
Probable Cause (Non-Safety Sensitive)	OCTA	OCTA
Random	DOT	DOT
Reasonable Suspicion (Safety-Sensitive)	DOT	DOT
Return to Duty	DOT	DOT
All of the above tests and reasons for testing are described in Section 5 of the Drug and Alcohol Policy Manual.		



**DRUG AND ALCOHOL POLICY MANUAL****ATTACHMENTS—SECTION 9*****ATTACHMENT F*****CONTACT PERSONS**

For more information or questions about the OCTA Drug and Alcohol Policy Manual or testing program, please contact a staff member in the Human Resources Department at the telephone numbers listed below. Each of these Contact Persons are located at the OCTA Administrative Offices: 600 South Main Street; PO Box 14184; Orange, CA 92863-1584.

- Drug and Alcohol Program Manager/  
Designated Employer Representative (714) 560-5507
- Designated Employer Representative (714) 560-5827

## DRUG AND ALCOHOL POLICY MANUAL

### ATTACHMENTS—SECTION 9

#### ATTACHMENT G

##### ACKNOWLEDGEMENT OF RECEIPT OF OCTA DRUG AND ALCOHOL POLICY MANUAL

I, the undersigned, have received a copy of the Orange County Transportation Authority (OCTA or Authority) Drug and Alcohol Policy Manual, which complies with the Federal Transit Administration (FTA) and U.S. Department of Transportation (DOT) regulations, 49 CFR Part 40 and Part 655 as amended. I understand that nothing in this publication is intended to supplement, alter or serve as an official interpretation of 49 CFR Part 40 or DOT agency regulations.

I understand and acknowledge that compliance with this Policy is a condition of my employment and that if I violate any provision of this Policy I will be subject to disciplinary action, which may include termination of employment. Further, I understand that it is my responsibility to read, understand and comply with the Drug and Alcohol Policy Manual.

---

Employee Name (Print)

---

Employee Badge #

---

Employee Signature

---

Date

## DRUG AND ALCOHOL POLICY MANUAL

ATTACHMENTS—SECTION 9

## ATTACHMENT H

## APPROVAL OF POLICY BY BOARD OF DIRECTORS



## AFFILIATED AGENCIES

Orange County  
Transit DistrictLocal Transportation  
AuthorityService Authority for  
Freeway EmergenciesConsolidated Transportation  
Service AgencyCongestion Management  
AgencyService Authority for  
Abandoned Vehicles

## APPROVAL OF POLICY BY BOARD OF DIRECTORS

MINUTE EXCERPT

The following is an excerpt from the Minutes of the Orange County Transportation Authority Board of Directors meeting held on February 9, 2015.

## 6. Drug and Alcohol Policy Manual

A motion was made by Director Murray, seconded by Director Spitzer, and declared passed by those present, to:

- A. Approve the Orange County Transportation Authority's Drug and Alcohol Policy Manual.
- B. Authorize the Chief Executive Officer to certify the Orange County Transportation Authority's Drug-Free Workplace Act Statement.

Director Nelson was not present to vote on this item.

The foregoing excerpt will be presented to the Board of Directors on February 23, 2015, as part of the completed minutes of the February 9, 2015, OCTA Board of Directors' meeting.

Laurena Weinert  
Clerk of the Board

Dated: February 11, 2015



2015 Revision

### Requirements List

**Please use the following table to respond to requirements two (2) through seven (7), using one of these three (3) responses:**

- Y=Yes, the firm can fully meet the requirement;
- N=No, the firm cannot meet the requirement;
- E=The firm has an Exception to the requirement. If “E”, then the firm shall describe what the firm can or cannot do. (Firms can provide supplemental explanations, if necessary, if the complete description of the Exception does not fit in the cell provided.)

Requirement	(Y, N, E)
2. Staffing	
2.1. Firm shall provide the following Personnel on an as-needed basis: Senior- and Mid-level Contract IS Project Managers for a maximum of 6,240 hours annually.	
2.2. Firm shall fulfill the requirement of contract Personnel staffing as identified in this Scope of Work.	
2.3. Firm shall have a process for transitioning current contract Personnel to permanent employees.	
2.4. If the current Personnel is transitioned, Firm shall guarantee that the replacement Personnel will perform and have the same business knowledge, technical knowledge and qualifications outlined in the job descriptions for each position without any loss of service or performance levels to OCTA.	
2.5. Firm shall meet all of OCTA's billing requirements. At minimum, the invoices shall include the total hours worked per person, broken down to reflect regular time, overtime, paid time off, and include the copies of the detailed timesheets.	
2.6. Firm shall provide an online timesheet system for Personnel to submit hours worked, and OCTA to approve/deny hours worked.	
2.7. Firm shall replace Personnel immediately, and at no cost to OCTA, should it be determined by OCTA that Personnel is performing below requested levels of expertise within the first two (2) weeks of the assignment.	
2.8. Firm shall credit charges for Personnel, a minimum of eighty (80) hours, should Personnel be replaced due to lack of expertise.	
2.9. Firm shall provide its own administrative support for these services at no cost to OCTA.	
2.10. Firm shall be responsible for all Personnel recruiting efforts and costs.	

2.11. Firm shall provide 'job relevant' technical training classes for each Personnel every year.	
2.12. Firm shall provide benefits to the contract term Personnel and a description of these benefits, including but not limited to the following: Medical, Dental, Paid-Time-Off and Savings Investment Plan.	
2.13. Firm shall protect OCTA's exclusive rights to intellectual property created by Personnel.	
2.14. Firm shall conduct monthly status meetings with OCTA's IS Section Manager. These meeting shall include, but not limited to the following: review of Personnel issues, billing status, Personnel training, and any other issues.	
2.15. Firm shall ensure that Personnel will be able to work overtime should the need arise.	
2.16. Firm shall provide Personnel that are self-starters and capable of working unsupervised.	
2.17. Staffing Firm shall disclose the billing rate, mark-up margin, benefits, paid time off.	
2.18. Staffing Firm shall disclose the methods for sourcing the Candidates, i.e., Indeed, Monster, LinkedIn, Facebook, proprietary database, etc.	
<b>3. Recruitment</b>	
3.1. Firm shall submit a minimum of five (5) qualified resumes for each required recruitment.	
3.2. Firm shall provide <u>initial</u> resumes within three (3) business days after being notified by OCTA of a staffing need, and shall make all appropriate effort to fill the position within two weeks.	
3.3. Firm shall ensure that all submitted candidates will be available for interview.	
3.4. Firm shall ensure that candidates presented to OCTA will meet or exceed OCTA's minimum skill requirements.	
3.5. If a candidate is selected, Firm shall complete the various employment screenings described in sections 4 and 5 below and provide results to OCTA for review.	
3.6. Firm shall review in detail the assignment responsibilities with the new Personnel.	
3.7. Firm shall review services offered by Firm to ensure Personnel's full understanding of those services.	
3.8. Firm shall be present to review contract requirements with Personnel to ensure their full understanding.	
3.9. Firm shall be present on the first day of assignment to sign for the Personnel's badge, parking, building key card, and any necessary equipment.	
<b>4. Candidate Screening and Background Checks</b>	

4.1. Firm shall recruit and schedule interviews for prospective Personnel as requested by OCTA, on a case-by-case basis.	
4.2. Firm shall thoroughly screen and background check all Personnel prior to placing them on assignment with OCTA.	
4.3. All candidate documentation, including resume, job skills testing, self-rating, background checks and drug screening results, shall be forwarded by Firm to OCTA via email.	
4.4. Firm shall administer job skills testing for the skills and knowledge required for the assigned position. Firm shall provide test results with the resumes.	
4.5. Candidate shall provide a self-rating for each of the responsibilities and qualifications, as defined in the Job Description.	
4.6. All cost associated with drug testing, screening and background checks shall be included in Firm's billing rate, not the actual wage rate paid to Personnel.	
<b>5. Pre-Employment Screenings and Background Checks</b>	
<b>5.1. Employment Background Check</b>	
5.1.1. Prior to commencement of any assignment. Firm shall conduct an employment and background check covering the past ten (10) years. Firm shall advise OCTA of findings before candidate is presented for employment.	
<b>5.2. Education Background Check</b>	
5.2.1. Prior to commencement of any assignment. Firm shall conduct an education background check including school(s) attended, degrees/certifications earned. Firm shall advise OCTA of findings before candidate is presented for employment	
<b>5.3. Criminal Background Check</b>	
5.3.1. Prior to commencement of any assignment. Firm shall conduct a criminal background check covering the past seven (7) years. Firm shall advise OCTA of findings before candidate is presented for employment.	
<b>5.4. Drug Screening</b>	
5.4.1. OCTA is a drug free workplace. Visitors, Firms, and contractor Personnel are governed by the OCTA's Drug and Alcohol policy while on OCTA premises and will not be permitted to conduct business or remain on OCTA grounds if found to be in violation of OCTA's Drug and Alcohol policy. See Attachment	

A to this Scope of Work for OCTA's Drug and Alcohol policy.			ATTACHMENT																					
5.4.2. OCTA's acceptance of a candidate provided by Firm is contingent upon successful completion of drug screening. Pursuant to the Department of Transportation and the Federal Transit Administration regulations and OCTA standards, the drugs or classes of drugs to be tested and the applicable threshold levels for positive findings are as follows:																								
<table><tr><td>Type</td><td>Initial Test Cut-Off Level</td><td>Confirmatory Test Cut-Off Level</td></tr><tr><td>Marijuana Metabolites</td><td>50 ng/ml</td><td>15 ng/ml</td></tr><tr><td>Cocaine Metabolites (Benzoylecgonine)</td><td>150 ng/ml</td><td>100 ng/ml</td></tr><tr><td>Opiates (morphine, codeine)</td><td>2000 ng/ml</td><td>2000 ng/ml</td></tr><tr><td>Opiates (heroin, metabolite)</td><td>10 ng/ml</td><td>10 ng/ml</td></tr><tr><td>Amphetamines/ Methamphetamines</td><td>500 ng/ml</td><td>250 ng/ml</td></tr><tr><td>Phencyclidine (PCP)</td><td>25 ng/ml</td><td>25 g/ml</td></tr></table>			Type	Initial Test Cut-Off Level	Confirmatory Test Cut-Off Level	Marijuana Metabolites	50 ng/ml	15 ng/ml	Cocaine Metabolites (Benzoylecgonine)	150 ng/ml	100 ng/ml	Opiates (morphine, codeine)	2000 ng/ml	2000 ng/ml	Opiates (heroin, metabolite)	10 ng/ml	10 ng/ml	Amphetamines/ Methamphetamines	500 ng/ml	250 ng/ml	Phencyclidine (PCP)	25 ng/ml	25 g/ml	
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Amphetamines/ Methamphetamines	500 ng/ml	250 ng/ml																						
Phencyclidine (PCP)	25 ng/ml	25 g/ml																						
5.4.3 Firm shall verify Personnel referred have successfully completed drug screening within the acceptable levels as stated in 5.4.2.																								
5.4.4 Firm shall complete probable cause drug screening at OCTA's request on any Personnel that is reasonably suspected of possessing, using, or being under the influence.																								
6. In the event multiple staffing agencies are awarded, the following will be included as part of the Scope of Work:																								
6.1. When OCTA has an assignment, it will submit the request to all Temporary Staff Agencies (TSA) on current contract with OCTA. OCTA will then review submitted candidates and the best qualified candidate will be selected for the assignment. In the event that the chosen candidate is submitted by all TSAs, then the TSA who submitted the candidate first will be awarded the assignment.																								
7. Position Requirements / Job Descriptions																								
7.1. Senior IS Project Manager – Contractor																								
7.2. Mid-level IS Project Manager – Contractor																								



**EXHIBIT B: COST AND PRICE FORMS**

**PRICE SUMMARY SHEET**

Enter below the proposed fully-burdened hourly rate for each contract position described in the Scope of Work, Exhibit A. Rates shall include direct costs, indirect costs, tax and profits. The Authority's intention is to award a time-and-expense contract.

**SCHEDULE I – HOURLY RATE SCHEDULE**

**Firm Name:** \_\_\_\_\_

**1-year term effective through August 31, 2022**

<b>Contract Staff Positions</b>	<b>(effective through 8/31/22)</b>	
	<b>Hourly Agency Billable Rate</b>	<b>Hourly Pay Rate</b>
Senior IS Project Manager		
Mid-level IS Project Manager		

Note: **Consultant Hourly Pay Rate** – includes weekdays, Saturday, Sunday, Holidays, and Overtime.  
**Hourly Billable Rate** – includes consultant hourly rate, general and administration, overhead, and profit.

**SCHEDULE II – OTHER DIRECT COSTS SCHEDULE**

Other Direct Costs (ODC)		
Type of ODC	Unit Cost	Total Budget
<b>All other direct expenses will be paid at cost. Any expenses other than those identified above require approval by the OCTA project manager, and adequate cost documentation must be included with the invoice for reimbursement.</b>		

**\*Please note the following:**

The Authority will not reimburse Consultant for local meals and travel time, unless previously approved, or any other expenses not included within this Exhibit B.

The Authority will not reimburse Consultant for Hours charged to perform activities associated with the preparation and review of invoices submitted to the Authority.

1. I acknowledge receipt of **RFP 1-3536** and Addenda No.(s)\_\_\_\_.
2. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal.  
(Minimum of 120)

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

SIGNATURE OF PERSON  
AUTHORIZED TO BIND OFFEROR \_\_\_\_\_

NAME AND TITLE \_\_\_\_\_

DATE SIGNED \_\_\_\_\_

**EXHIBIT C: PROPOSED AGREEMENT**

1 **PROPOSED AGREEMENT NO. C-1-3536**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 \_\_\_\_\_  
6 **THIS AGREEMENT** is effective this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective  
7 Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box  
8 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred  
9 to as "AUTHORITY"), and , , , (hereinafter referred to as Temporary Services Agency "TSA").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from TSA to provide long-term contract personnel  
12 for Senior and Mid-level Project Management staffing services within the Information Systems  
13 Department as identified in the Scope of Work; and

14 **WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and

15 **WHEREAS**, TSA has represented that it has the requisite personnel and experience, and is  
16 capable of performing such services; and

17 **WHEREAS**, TSA wishes to perform these services;

18 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and TSA as follows:

19 **ARTICLE 1. COMPLETE AGREEMENT**

20 A. This Agreement, including all exhibits and documents incorporated herein and made  
21 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of  
22 this Agreement between AUTHORITY and TSA and it supersedes all prior representations,  
23 understandings and communications. The invalidity in whole or in part of any term or condition of this  
24 Agreement shall not affect the validity of other terms or conditions.

25 B. AUTHORITY's failure to insist in any one or more instances upon TSA's performance of any  
26 terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of

## EXHIBIT C

1 AUTHORITY's right to such performance or to future performance of such terms or conditions and TSA's  
2 obligation in respect thereto shall continue in full force and effect. Changes to any portion of this  
3 Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an  
4 authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued  
5 in accordance with the provisions of this Agreement.

**ARTICLE 2. AUTHORITY DESIGNEE**

7 The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and  
8 exercise any of the rights of AUTHORITY as set forth in this Agreement.

**ARTICLE 3. SCOPE OF WORK**

10 A. TSA shall perform the work necessary to complete in a manner satisfactory to AUTHORITY  
11 the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this reference,  
12 incorporated in and made a part of this Agreement. All services shall be provided at the times and places  
13 designated by AUTHORITY.

14 B. TSA shall provide the personnel listed below to perform the above-specified services, which  
15 persons are hereby designated as key personnel under this Agreement.

**Names****Functions**

21 C. No person named in paragraph B of this Article, or his/her successor approved by  
22 AUTHORITY, shall be removed or replaced by TSA, nor shall his/her agreed-upon function or level of  
23 commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the  
24 services of any key person become no longer available to TSA, the resume and qualifications of the  
25 proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no  
26 event later than seven (7) calendar days prior to the departure of the incumbent key person, unless TSA

1 is not provided with such notice by the departing employee. AUTHORITY shall respond to TSA within  
2 seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate  
3 for replacement.

#### 4 **ARTICLE 4. TERM OF AGREEMENT**

5 This Agreement shall commence upon execution by both parties, and shall continue in full force  
6 and effect through August 31, 2022, unless earlier terminated or extended as provided in this Agreement.

#### 7 **ARTICLE 5. PAYMENT**

8 A. This Agreement is issued to have TSA, (list of awarded firms, if applicable), provide temporary  
9 staffing services ("STAFFING AGENCIES"). For TSA's full and complete performance of its obligations  
10 under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in  
11 Article 6, AUTHORITY shall pay TSA on a time-and-expense basis in accordance with the following  
12 provisions.

13 B. TSA shall invoice AUTHORITY on a monthly basis for payments corresponding to the work  
14 actually completed by TSA. Work completed shall be documented in a monthly progress report prepared  
15 by TSA, which shall accompany each invoice submitted by TSA. AUTHORITY shall pay TSA at the hourly  
16 labor rates specified in Exhibit B, entitled "Price Summary Sheet," which is attached to and by this  
17 reference, incorporated in and made a part of this Agreement. These rates shall remain fixed for the term  
18 of this Agreement and are acknowledged to include TSA's overhead costs, general costs, administrative  
19 costs and profit. TSA shall also furnish such other information as may be requested by AUTHORITY to  
20 substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full  
21 payment until such time as TSA has documented to AUTHORITY'S satisfaction, that TSA has fully  
22 completed all work required. AUTHORITY's payment in full shall constitute AUTHORITY's final  
23 acceptance of TSA's work.

24 C. Invoices shall be submitted by TSA on a monthly basis and shall be submitted in duplicate to  
25 AUTHORITY's Accounts Payable office. TSA may also submit invoices electronically to AUTHORITY's  
26 Accounts Payable Department at [vendorinvoices@octa.net](mailto:vendorinvoices@octa.net). Each invoice shall be accompanied by the



## EXHIBIT C

1 monthly progress report specified in paragraph B of this Article. AUTHORITY shall remit payment within  
2 thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the  
3 following information:

- 4 1. Agreement No. C-1-3536;
- 5 2. Specify the effort for which the payment is being requested;
- 6 3. The time period covered by the invoice;
- 7 4. Labor (staff name, hours charged, hourly billing rate, current charges, and  
8 cumulative charges) performed during the billing period;
- 9 5. Total monthly invoice (including project-to-date cumulative invoice amount);
- 10 6. Itemized expenses including support documentation incurred during the billing  
11 period;
- 12 7. Monthly Progress Report;
- 13 8. Certification signed by the TSA or his/her designated alternate that a) The invoice  
14 is a true, complete and correct statement of reimbursable costs and progress; b) The backup information  
15 included with the invoice is true, complete and correct in all material respects; c) All payments due and  
16 owing to subcontractors and suppliers have been made; d) Timely payments will be made to  
17 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The  
18 invoice does not include any amount which TSA intends to withhold or retain from a subcontractor or  
19 supplier unless so identified on the invoice.
- 20 9. Any other information as agreed or requested by AUTHORITY to substantiate the  
21 validity of an invoice.

**ARTICLE 6. MAXIMUM OBLIGATION**

23 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and TSA mutually  
24 agree that AUTHORITY's maximum cumulative payment obligation for all of the STAFFING AGENCIES  
25 (including obligation for TSA's profit) shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_ .00) which shall include  
26 all amounts payable to TSA for its subcontracts, leases, materials and costs arising from, or due to

1 termination of, this Agreement.

2 **ARTICLE 7. NOTICES**

3 All notices hereunder and communications regarding the interpretation of the terms of this  
4 Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing  
5 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and  
6 addressed as follows:

7 To TSA:

To AUTHORITY:

8 Orange County Transportation Authority

9 550 South Main Street

10 P.O. Box 14184

11 Orange, CA 92863-1584

12 ATTENTION:

ATTENTION: Agueda Perez

13 Title:

Title: Contract Administrator

14 Phone:

Phone: (714) 560 - 5627

15 Email:

Email: aperez@octa.net

16 **ARTICLE 8. INDEPENDENT CONTRACTOR**

17 A. TSA's relationship to AUTHORITY in the performance of this Agreement is that of an  
18 independent contractor. TSA's personnel performing services under this Agreement shall at all times be  
19 under TSA's exclusive direction and control and shall be employees of TSA and not employees of  
20 AUTHORITY. TSA shall pay all wages, salaries and other amounts due its employees in connection with  
21 this Agreement and shall be responsible for all reports and obligations respecting them, such as social  
22 security, income tax withholding, unemployment compensation, workers' compensation and similar  
23 matters.

24 B. Should TSA's personnel or a state or federal agency allege claims against AUTHORITY  
25 involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or allegations  
26 involving any other independent contractor misclassification issues, TSA shall defend and indemnify

1 AUTHORITY in relation to any allegations made.

2 **ARTICLE 9. INSURANCE**

3 A. TSA shall procure and maintain insurance coverage during the entire term of this Agreement.  
4 Coverage shall be full coverage and not subject to self-insurance provisions. TSA shall provide the  
5 following insurance coverage:

6 1. Commercial General Liability, to include Products/Completed Operations,  
7 Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with  
8 a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate;

9 2. Automobile Liability Insurance to include owned, hired and non-owned autos with  
10 a combined single limit of \$1,000,000 each accident;

11 3. Workers' Compensation with limits as required by the State of California including  
12 a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents; and

13 4. Employers' Liability with minimum limits of \$1,000,000.

14 B. Proof of such coverage, in the form of a certificate of insurance, with the AUTHORITY, its  
15 officers, directors, employees and agents, designated as additional insureds as required by contract. In  
16 addition, provide an insurance policy blanket additional insured endorsement. Both documents must be  
17 received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be  
18 received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement. Such  
19 insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the  
20 AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related  
21 insurance policies.

22 C. TSA shall include on the face of the certificate of insurance the Agreement Number C-1-3536;  
23 and, the Contract Administrator's Name, Agueda Perez.

24 D. TSA shall also include in each subcontract the stipulation that subcontractors shall maintain  
25 insurance coverage in the amounts required from TSA as provided in this Agreement.

26 E. TSA shall be required to immediately notify AUTHORITY of any modifications or cancellation

1 of any required insurance policies.

2 **ARTICLE 10. ORDER OF PRECEDENCE**

3 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

4 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 1-3536; (3) TSA's  
5 proposal dated \_\_\_\_\_ ; (4) all other documents, if any, cited herein or incorporated by reference.

6 **ARTICLE 11. CHANGES**

7 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or  
8 make changes in the general scope of this Agreement, including, but not limited to, the services furnished  
9 to AUTHORITY by TSA as described in the Scope of Work. If any such work suspension or change  
10 causes an increase or decrease in the price of this Agreement, or in the time required for its performance,  
11 TSA shall promptly notify AUTHORITY thereof and assert its claim for adjustment within ten (10) calendar  
12 days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated.  
13 However, nothing in this clause shall excuse TSA from proceeding immediately with the Agreement as  
14 changed.

15 **ARTICLE 12. DISPUTES**

16 A. Except as otherwise provided in this Agreement, when a dispute arises between TSA and  
17 AUTHORITY, the project managers shall meet to resolve the issue. If project managers do not reach a  
18 resolution, the dispute will be decided by AUTHORITY's Director of Contracts Administration and  
19 Materials Management (CAMM), who shall reduce the decision to writing and mail or otherwise furnish a  
20 copy thereof to TSA. The decision of the Director, CAMM, shall be the final and conclusive administrative  
21 decision.

22 B. Pending final decision of a dispute hereunder, TSA shall proceed diligently with the  
23 performance of this Agreement and in accordance with the decision of AUTHORITY's Director,  
24 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any  
25 AUTHORITY official or representative on a question of law, which questions shall be settled in  
26 accordance with the laws of the State of California.

**ARTICLE 13. TERMINATION**

A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part, by giving TSA written notice thereof. Upon said notice, AUTHORITY shall pay TSA its allowable costs incurred to date of termination and those allowable costs determined by AUTHORITY to be reasonably necessary to effect such termination. Thereafter, TSA shall have no further claims against AUTHORITY under this Agreement.

B. In the event either Party defaults in the performance of any of their obligations under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon receipt of such notice, TSA shall immediately cease work, unless the notice from AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, TSA shall submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY shall pay TSA for work and/or services satisfactorily provided to the date of termination in compliance with this Agreement. Thereafter, TSA shall have no further claims against AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such termination.

**ARTICLE 14. INDEMNIFICATION**

TSA shall indemnify, defend, and hold harmless AUTHORITY, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries, including death, damage to or loss of use of property, arising out of, resulting from, or in connection with the performance of TSA, its officers, directors, employees, agents, subconsultants or suppliers under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

**ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by TSA

## EXHIBIT C

1 either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by  
2 TSA, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to  
3 relieve TSA of its obligations to comply fully with all terms and conditions of this Agreement.

4 B. AUTHORITY hereby consents to TSA's subcontracting portions of the Scope of Work to the  
5 parties identified below for the functions described in TSA's proposal. TSA shall include in the subcontract  
6 agreement the stipulation that TSA, not AUTHORITY, is solely responsible for payment to the  
7 subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no  
8 action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment by TSA.

**Subcontractor Name/Addresses****Function****ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

13 TSA shall provide AUTHORITY, or other agents of AUTHORITY, such access to TSA's  
14 accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. TSA  
15 shall maintain such books, records, data and documents in accordance with generally accepted  
16 accounting principles and shall clearly identify and make such items readily accessible to such parties  
17 during TSA's performance hereunder and for a period of four (4) years from the date of final payment  
18 by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement  
19 shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement. TSA shall  
20 permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy  
21 excerpts and transcriptions as reasonably necessary.

**ARTICLE 17. CONFLICT OF INTEREST**

23 TSA agrees to avoid organizational conflicts of interest. An organizational conflict of interest  
24 means that due to other activities, relationships or contracts, the TSA is unable, or potentially unable  
25 to render impartial assistance or advice to the AUTHORITY; TSA's objectivity in performing the work  
26 identified in the Scope of Work is or might be otherwise impaired; or the TSA has an unfair competitive

1 advantage. TSA is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues  
2 as soon as they are known to the TSA. All disclosures must be submitted in writing to AUTHORITY  
3 pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this  
4 Agreement.

5 **ARTICLE 18. CODE OF CONDUCT**

6 TSA agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third-Party  
7 contracts which is hereby referenced and by this reference is incorporated herein. TSA agrees to  
8 include these requirements in all of its subcontracts.

9 **ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

10 TSA and all subconsultants performing work under this Agreement, shall be prohibited from  
11 concurrently representing or lobbying for any other party competing for a contract with AUTHORITY,  
12 either as a prime TSA or subconsultants. Failure to refrain from such representation may result in  
13 termination of this Agreement.

14 **ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS**

15 TSA warrants that in the performance of this Agreement, it shall comply with all applicable federal,  
16 state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated  
17 thereunder.

18 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

19 In connection with its performance under this Agreement, TSA shall not discriminate against any  
20 employee or applicant for employment because of race, religion, color, sex, age or national origin. TSA  
21 shall take affirmative action to ensure that applicants are employed, and that employees are treated  
22 during their employment, without regard to their race, religion, color, sex, age or national origin. Such  
23 actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer;  
24 recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;  
25 and selection for training, including apprenticeship.

26 /

**ARTICLE 22. PROHIBITED INTERESTS**

TSA covenants that, for the term of this Agreement, no director, member, officer or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS**

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made for TSA's records but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by AUTHORITY.

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to TSA in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. TSA shall comply with AUTHORITY's policies regarding such material. Nothing furnished to TSA, which is otherwise known to TSA or is or becomes generally known to the related industry shall be deemed confidential. TSA shall not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by TSA to any other person or agency except after prior written approval by AUTHORITY, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by AUTHORITY unless otherwise agreed to by TSA and AUTHORITY.

**ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

A. In lieu of any other warranty by AUTHORITY or TSA against patent or copyright infringement,



1 statutory or otherwise, it is agreed that TSA shall defend at its expense any claim or suit against  
2 AUTHORITY on account of any allegation that any item furnished under this Agreement or the normal  
3 use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing  
4 U.S. letters patent or copyright and TSA shall pay all costs and damages finally awarded in any such suit  
5 or claim, provided that TSA is promptly notified in writing of the suit or claim and given authority,  
6 information and assistance at TSA's expense for the defense of same. However, TSA will not indemnify  
7 AUTHORITY if the suit or claim results from: (1) AUTHORITY's alteration of a deliverable, such that said  
8 deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2)  
9 the use of a deliverable in combination with other material not provided by TSA when such use in  
10 combination infringes upon an existing U.S. letters patent or copyright.

11 B. TSA shall have sole control of the defense of any such claim or suit and all negotiations for  
12 settlement thereof. TSA shall not be obligated to indemnify AUTHORITY under any settlement made  
13 without TSA's consent or in the event AUTHORITY fails to cooperate fully in the defense of any suit or  
14 claim, provided, however, that said defense shall be at TSA's expense. If the use or sale of said item is  
15 enjoined as a result of such suit or claim, TSA, at no expense to AUTHORITY, shall obtain for  
16 AUTHORITY the right to use and sell said item, or shall substitute an equivalent item acceptable to  
17 AUTHORITY and extend this patent and copyright indemnity thereto.

#### 18 **ARTICLE 25. FINISHED AND PRELIMINARY DATA**

19 A. All of TSA's finished technical data, including but not limited to illustrations, photographs,  
20 tapes, software, software design documents, including without limitation source code, binary code, all  
21 media, technical documentation and user documentation, photoprints and other graphic information  
22 required to be furnished under this Agreement, shall be AUTHORITY's property upon payment and shall  
23 be furnished with unlimited rights and, as such, shall be free from proprietary restriction except as  
24 elsewhere authorized in this Agreement. TSA further agrees that it shall have no interest or claim to such  
25 finished, AUTHORITY-owned, technical data; furthermore, said data is subject to the provisions of the  
26 Freedom of Information Act, 5 USC 552.

## EXHIBIT C

1 B. It is expressly understood that any title to preliminary technical data is not passed to  
2 AUTHORITY but is retained by TSA. Preliminary data includes roughs, visualizations, software design  
3 documents, layouts and comprehensives prepared by TSA solely for the purpose of demonstrating an  
4 idea or message for AUTHORITY's acceptance before approval is given for preparation of finished  
5 artwork. Preliminary data title and right thereto shall be made available to AUTHORITY if TSA causes  
6 AUTHORITY to exercise Article 11, and a price shall be negotiated for all preliminary data.

7 **ARTICLE 26. ALCOHOL AND DRUG POLICY**

8 AUTHORITY and TSA shall provide under this Agreement, a safe and healthy work environment  
9 free from the influence of alcohol and drugs. Failure to comply with this Article may result in  
10 nonpayment or termination of this Agreement.

11 **ARTICLE 27. FORCE MAJEURE**

12 Either party shall be excused from performing its obligations under this Agreement during the time  
13 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,  
14 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,  
15 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or  
16 omission by the other party; when satisfactory evidence of such cause is presented to the other party,  
17 and provided further that such nonperformance is unforeseeable, beyond the control and is not due to  
18 the fault or negligence of the party not performing.

19 **ARTICLE 28. HEALTH AND SAFETY REQUIREMENT**

20 TSA shall comply with all the requirements set forth in Exhibit \_\_, Level 1 Safety Specifications.

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**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_

Georgia Martinez  
Department Manager, Contracts and Procurement

By: \_\_\_\_\_

James M. Donich  
General Counsel

**EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM**

**STATUS OF PAST AND PRESENT CONTRACTS FORM**

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

<b>Project city/agency/other:</b>	
<b>Contact Name:</b>	<b>Phone:</b>
<b>Project Award Date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	
<b>(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:</b>	
<b>(2) Summary and Status of contract:</b>	
<b>(3) Summary and Status of action identified in (1):</b>	
<b>(4) Reason for termination, if applicable:</b>	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT E: SAFETY SPECIFICATIONS**

## LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

### PART I – GENERAL

#### 1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

#### 1.2 REGULATORY

- A. Injury/Illness Prevention Program  
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

## **LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**

**B. Substance Abuse Prevention Program**

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

**C. Heat Illness Prevention Program**

Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

**D. Hazard Communication Program**

Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

**E. Storm Water Pollution Prevention Plan**

The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

### **1.3 INCIDENT NOTIFICATION AND INVESTIGATION**

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public



## LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
  - 1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
  - 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
  - 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
  - 4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

## **LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**

### **1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE**

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

### **1.5 PERSONAL PROTECTIVE EQUIPMENT**

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

### **1.6 REFERENCES**

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. OCTA Yard Safety Rules

**END OF SECTION**

**EXHIBIT F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

**PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: \_\_\_\_\_

RFP No.: \_\_\_\_\_ RFP Title: \_\_\_\_\_

Deviation or Exception No. : \_\_\_\_\_

*Check one:*

- Scope of Work (Technical) \_\_\_\_\_
- Proposed Agreement (Contractual) \_\_\_\_\_

Reference Section/Exhibit: \_\_\_\_\_ Page/Article No. \_\_\_\_\_

Complete Description of Deviation or Exception:

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Rationale for Requesting Deviation or Exception:

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**Area Below Reserved for Authority Use Only:**
