

DRAFT
REQUEST FOR PROPOSALS (RFP) 7-1949

**INFORMATION TECHNOLOGY
CONTRACT TECHNICAL STAFFING**



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

Key RFP Dates

Issue Date:	September 25, 2017
Pre-Proposal Conference Date:	October 4, 2017
Question Submittal Date:	October 5, 2017
Proposal Submittal Date:	October 25, 2017
Interview Dates:	December 5 and 6, 2017

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September 25, 2017

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 7-1949: "INFORMATION TECHNOLOGY CONTRACT TECHNICAL STAFFING"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide contract staffing services for Information Technology (IT) technical positions. The budget for this project is \$11,267,760 for a five-year term.

Proposals must be received in the Authority's office at or before 2:00 p.m. on October 25, 2017.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Iris Deneau, Senior Contract Administrator**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Iris Deneau, Senior Contract Administrator**

Note: The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above.

Proposals are considered received once time stamped at the Authority's physical address.

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

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 7-1949, 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:

<u>Category:</u>	<u>Commodity:</u>
Human Resource & Employment Services	Employment Search Service Outplacement Service - Recruitment Temporary Employment Service
Professional Consulting	Consultant Services - General Computer Hardware Consulting Computer Network Consulting Computer Software Consulting
Professional Services	Programming Services, Computer

A pre-proposal conference will be held on October 4, 2017, at 10:00 a.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 09. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established December 5 and 6, 2017, as the dates to conduct interviews. All prospective Offerors will be asked to keep these dates 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. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on October 4, 2017, at 10:00 a.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 09. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. 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.

C. 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.

D. AUTHORITY CONTACT

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

Iris Deneau, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5786, Fax: 714.560.5792
Email: ideneau@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.
ideneau@octa.net

E. 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 E.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, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on October 5, 2017.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: ideneau@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than October 11, 2017. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Iris Deneau, Senior 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:

<u>Category:</u>	<u>Commodity:</u>
Human Resource & Employment Services	Employment Search Service Outplacement Service - Recruitment Temporary Employment Service
Professional Consulting	Consultant Services - General Computer Hardware Consulting Computer Network Consulting Computer Software Consulting
Professional Services	Programming Services, Computer

Inquiries received after 5:00 p.m. on October 5, 2017 will not be responded to.

F. SUBMISSION OF PROPOSALS

Offeror is responsible for ensuring third-party deliveries arrive at the time and place as indicated in this RFP.

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on October 25, 2017.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Iris Deneau, Senior Contract Administrator**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Iris Deneau, Senior Contract Administrator**

Note: The Authority utilizes a third-party delivery service therefore, anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time stamped at the Authority's physical address.

3. Identification of Proposals

Offeror shall submit an **original and 6 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. In addition to the above, Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.

4. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be with fully burdened labor rates for positions specified in the scope of work, included in the RFP as Exhibit A.

L. 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.

M. 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 and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. 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 Iris Deneau, Senior 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) Provide education, experience and applicable professional credential of project staff.
- (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) Furnish sample resumes (not more than two [2] pages each) for the proposed staffing that includes appropriate levels of education, experience, and applicable professional credentials.
- (4) Discuss the firm's contract-to-hire policy for contract employees.
- (5) Discuss available benefits offered to the firm's long-term contract employees.
- (6) Identify key personnel proposed to perform the work and 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.
- (7) Describe the transition process of the current contract personnel consisting of one (1) Senior Data Warehouse Architect, one (1) Data Warehouse Architect, one (1) SharePoint Developer, three (3) Senior IS Project Managers, one (1) Senior Help Desk Technician, two (2) Senior Desktop Technician, one (1) Senior Network Engineer, one (1) Senior Programmer Analyst, and one (1) Programmer Analyst.
- (8) Describe its ability to provide Personnel with the business knowledge, technical knowledge and qualifications outlined in the job descriptions for each position without any loss of service or performance levels to OCTA.
- (9) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (10) 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.

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 work 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.
- (2) Outline sequentially the activities that would be undertaken in completing the work and specify who would perform them.
- (3) Indicate adequacy of labor resources and recruiting practices.
- (4) Include a statement indicating ability to begin work with minimum notice.
- (5) Provide the types of testing used by the Offeror to establish the qualifications of its personnel and their suitability to perform the work described in the Scope of Work.
- (6) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (7) 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 position 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-price 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. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors,

Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal. Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it should be included in only the **original** proposal. The prime consultant, subcontractors, lobbyists and agents are required to report all campaign contributions from the proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for January 22, 2018.

2. 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. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

3. 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; expertise in technical staffing recruitment; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment of 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, contract-to-hire policy and summary of benefits.
- 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 labor distribution among the positions; ability to meet the project deadline; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 20%**

Reasonableness of the total price and competitiveness with other offers received; adequacy of data in support of figures quoted; reasonableness of individual hourly rates.

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 December 5 and 6, 2017, as the dates to conduct interviews. All prospective Offerors are asked to keep these dates 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 the Finance and Administration Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its decision to the full Board of Directors for final action.

C. AWARD

The Authority will evaluate the proposals received and will submit, with approval of the Finance and Administration Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. The Authority may also 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 Contracting Technical Staffing**

Background Information

This Request for Proposal (RFP) is to select a staffing firm ("Firm") or staffing firms to provide long-term contract personnel ("Personnel") for Orange County Transportation Authority's (OCTA) Information Systems Department. All required positions shall be filled with senior to mid-level Personnel. The positions to be filled involve a high level of complexity and ever increasing job responsibilities. The term of this contract will be for five (5) years, with the typical workweek being forty (40) hours in duration; however, Personnel should be available to work overtime if needed. Personnel will be assigned to OCTA's 600 South Main Street, Orange, CA. location.

The following positions are required: one (1) Senior Data Warehouse Architect, one (1) Data Warehouse Architect, one (1) SharePoint Developer, three (3) Senior IS Project Managers, one (1) Senior Help Desk Technician, two (2) Senior Desktop Technician, one (1) Senior Network Engineer, one (1) Senior Programmer Analyst, and one (1) Programmer Analyst.

Facility and Work Information

- Personnel assigned to OCTA must report to work dressed in business casual attire appropriate to the position.
- Personnel assignments normally will 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.
- 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.
- 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.
- 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.
- OCTA supports a drug free workplace.

Vendor Requirements

1. Staffing

- 1.1 The Firm shall provide the following personnel from 04/01/2018 to 03/31/2023: One (1) Senior Data Warehouse Architect for a maximum of 10,400 hours, One (1) Data Warehouse Architect for a maximum of 10,400 hours, one (1) SharePoint Developer for a maximum of 10,400 hours, three (3) Senior IS Project Managers for a maximum of 32,200 hours, one (1) Senior Helpdesk Technician for a maximum of 10,400 hours, two (2) Senior Desktop Technicians for a maximum 14,560 hours (one for only the first two years of the contract), one (1) Senior Network Engineer for a maximum 10,400 hours, (1) Senior Programmer Analyst for a maximum of 10,400 hours, and one (1) Programmer Analyst for a maximum of 10,400 hours.
- 1.2 Firm shall describe how it will fulfill the requirement of long-term staffing that is called for in this RFP.
- 1.3 Firm shall describe the transition process of the current contract personnel to the new contract.
- 1.4 Firm shall describe in detail, if the current personnel is not transitioned, how Firm will 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.
- 1.5 Firm shall describe any additional services they will offer OCTA during the term of the agreement.
- 1.6 Firm shall meet all of OCTA's billing requirements. At minimum the invoices should include the total hours worked per person, broken down to reflect regular time, overtime, paid time off and the copies of the detailed timesheets.
- 1.7 Firm shall describe in detail its overhead rate, the difference between pay rate and billing rate for each staff position.
- 1.8 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.
- 1.9 Firm shall credit charges for Personnel, a minimum of 80 hours, should Personnel be replaced due to lack of expertise.
- 1.10 Firm shall provide its own administrative support for these services at no cost to OCTA.

- 1.11 Firm is expected to provide prices that include all administrative and support costs.
- 1.12 Firm shall be responsible for all Personnel recruiting efforts and costs.
- 1.13 Firm shall provide 'job relevant' technical training classes for each Personnel every year.
- 1.14 Firm shall provide benefits to the long-term contract Personnel and a description of these benefits, including but not limited to the following: Medical, Dental, PTO (26 days) and Savings Investment Plan.
- 1.15 Firm shall describe how it will protect OCTA's exclusive rights to intellectual property created by Personnel.
- 1.16 Firm shall conduct monthly status meetings with OCTA's Section Managers. These meeting shall include, but not limited to the following: review of personnel issues, billing status, personnel training and any other issues.
- 1.17 Firm will ensure that Personnel will be able to work overtime should the need arise.
- 1.18 Firm will provide Personnel that are self-starters and capable of working unsupervised.

2. Recruitment

- 2.1. Offer shall submit a minimum of five (5) resumes for each required recruitment.
- 2.2. Firm shall provide resumes within forty-eight (48) hours after being notified by OCTA of a staffing need.
- 2.3. Firm shall ensure that all submitted candidates will be available for interview.
- 2.4. Firm shall ensure that candidates presented to OCTA will meet or exceed OCTA's minimum skill requirements.
- 2.5. If a candidate is selected, Firm shall complete the employment screenings described in number 4 below and provide results to OCTA for review.
- 2.6. Firm shall review in detail the assignment responsibilities with the new Personnel.
- 2.7. Firm shall review services offered by Firm to ensure Personnel's full understanding of those services.
- 2.8. Firm shall be present to review contract requirements with Personnel to ensure their full understanding.

- 2.9. Firm shall be present on the first day of assignment to sign for the Personnel's badge, parking and building key card.

3. Candidate Screening

- 3.1 Firm shall thoroughly screen all Personnel prior to placing them on assignment with the OCTA.
- 3.2 All candidates and their work applications forwarded by Firm to OCTA shall be transmitted via email.
- 3.3 Resumes and/or interviews of prospective Personnel will be requested by OCTA as needed, on a case-by-case basis.
- 3.4 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. Pre-Employment Screenings

4.1 Drug Screening

- 4.1.1 The Authority is a drug free workplace. Visitors, Firms, and contractors are governed by the Authorities Drug and Alcohol policy while on Authority premises and will not be permitted to conduct business or remain on Authority grounds if found to be in violation of the Authorities Drug and Alcohol policy. See Attachment "A" for the Authorities Drug and Alcohol policy.
- 4.1.2 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:

	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)	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 ng/ml

- 4.1.3 Firm shall verify Personnel referred have successfully completed drug screening within the acceptable levels as stated in 4.1.2 under Firm's auspices.
- 4.1.4 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.
- 4.1.5 All cost associated with drug testing shall be included in Firm's billing rate, not the actual wage rate paid to Personnel.

4.2 Criminal Background Check

- 4.2.1 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.

Position Requirements

Currently the Authority's Information Systems Department has a need for the following staff: Senior Data Warehouse Architect, Data Warehouse Architect, SharePoint Developer, (3) Senior IS Project Managers, Senior Help Desk Technician, (2) Senior Desktop Technician, Senior Network Engineer, Senior Programmer Analyst, and Programmer Analyst for long-term assignment.

5. Job Descriptions for Required Personnel

Senior Data Warehouse Architect

Overview

Under general guidance, provides for the creation, maintenance, development, enhancement, and overall performance and function of the data warehouse and dashboard environment. Responsible for quality control and auditing of data marts. Develops data warehouse backup and recovery strategies. Provides technical assistance in trouble-shooting and debugging of data warehouse and dashboard related problems.

1. Translates business needs into long-term architecture solutions. Defines, designs, and builds complex dimensional databases. Evaluates reusability of current data dimensions for additional uses and analyses.
2. Develops data mappings, data extractions, data transformations that support the agency's data warehouse environment. Confers with end users to ensure alignment between the data warehouse/dashboard environment and user needs.
3. Plans and oversees the technical transitions between development, testing, and production phases of data warehouse deployment. Facilitates change control and problem management among data warehouse development and support teams.

4. Expands and improves the data warehouse environment to include data from all function of the organization using data manipulation, transformations, and cleansing tools.
5. Sets design specifications for end-users semantic layers and multi-dimensional models across all Business Intelligence tools and environments to meet user needs.
6. Troubleshoots and tunes the existing data warehouse environment to maintain optimum performance. Conducts research to determine the viability of new data warehouse applications. Recommends changes in data warehouse software environment.
7. Coordinates the efforts of consultant development support to efficiently deliver data warehouse and dashboard solutions. Enforces processes to ensure a consistent, well designed, and integrated data warehouse and dashboard environment.
8. Oversees the design of the data and technical architecture for the data warehouse environment to ensure that the designs maintain an enterprise model.

Knowledge of:

- Database design considerations that support the data warehouse deployed methodologies.
- Data warehouse design method and techniques.
- Informatica, QlikView, Oracle Warehouse Builder, PL-SQL, Unix, Vi editor, shell scripting and Toad.
- Data modeling using ERWIN, data warehouse development, database structure and implementation techniques, table and index management, SQL tuning for Oracle.

Ability to:

- Interface and resolve problems with various agency departments.
- Reduce complex data issues to their respective data entities and design and develop data warehouse environments.

Education and Experience:

- Any combination of education and experience equivalent to a bachelor's degree in the area of information systems with a minimum of approximately five years increasingly complex analysis in programming or system administration, most of which are in warehouse development and support, three of which are at the journey level. Certified Business Intelligence Professional (CBIP) preferred.

Data Warehouse Architect

Under general guidance, provides for the maintenance, development, enhancement, and overall performance and function of the data warehouse environment. Responsible for quality control and auditing of data marts. Develops data warehouse backup and recovery strategies. Provides technical assistance in trouble-shooting and debugging routine data warehouse related problems.

1. Translates business needs into long-term architecture solutions. Defines, designs, and builds moderately complex dimensional databases and identifies/defines additional attributes. Evaluates reusability of current data dimensions for additional uses and analyses.
2. Develops data mappings, data extractions, data transformations that support the agency's data warehouse environment. Confers with end users to ensure alignment between the data warehouse environment and user needs.
3. Plans and oversees the technical transitions between development, testing, and production phases of data warehouse deployment. Facilitates change control and problem management among data warehouse development and support teams.
4. Recommends potential improvements to the data warehouse environment to include data from all functions of the organization using data manipulation, transformations, and cleansing tools.
5. Recommends and analyzes specifications for end-users semantic layers and multi-dimensional models across all Business Intelligence tools and environments to meet user needs.
6. Troubleshoots and tunes existing moderately complex data warehouse environments to maintain optimum performance. Conducts research to determine the viability of new data warehouse applications and/or additional attributes. Recommends changes in data warehouse software environment.
7. Coordinates the efforts of consultant development support to efficiently deliver data warehouse solutions. Enforces processes to ensure a consistent, well designed, and integrated data warehouse environment.
8. Supports the design of the data and technical architecture for the data warehouse environment to ensure that the designs maintain an enterprise model, as requested.

Knowledge of:

- Database design consideration that supports the data warehouse deployed methodologies.
- Data warehouse design method and techniques.
- Informatica Powercenter, PL-SQL, Unix, Vi editor, shell scripting and Toad.
- Data modeling using ERWIN, data warehouse development, database structure and implementation techniques, table and index management, SQL tuning for Oracle.

Ability to:

- Interface and resolve problems with various agency departments.
- Reduce complex data issues to their respective data entities and design and develop data warehouse environments.

Education and Experience:

- Any combination of education and experience equivalent to a bachelor's degree in information systems or related with a minimum of approximately three years increasingly complex analysis in data warehousing and programming or system administration.

SharePoint Developer

Overview

Under general supervision, manages the site collections on the SharePoint production environment with the specific goal of promoting collaboration tools, workflows and other SharePoint applications to help improve efficiency and increase productivity.

Responsible for maintaining SharePoint policies, procedures, and governance/best practice enforcement. Acts as the liaison between the business users and the SharePoint Team. Provides day to day support for the Site Collection Managers and serves as the SharePoint champion for all locations.

1. Configures and maintains SharePoint site components including collections, document libraries, lists, pages and web parts.
2. Frequently collaborates with Site Collection Managers and Farm Administrators to resolve problems, assist with issues, or conduct knowledge transfer.
3. Acts as the liaison between the SharePoint Team leadership and the business units.
4. Leads the coordination and support of all content published on the OCTA Intranet.
5. Supports the use of electronic forms and templates and the deployment of forms via the Intranet. Performs direct support and coordinates professional services in rendering form support.
6. Assists end users in the design and development of forms and templates using page layout, photo editing, drawing, and HTML software tools. Tests various methods of creating forms and software tools.
7. Assists with the automation of business processes using SharePoint workflow capabilities.
8. Provides technical documentation as needed, including design documentation and build/deployment documentation.
9. Participates in development and testing as needed.

Knowledge of:

- SharePoint 2013/2016, Nintex workflows and electronic forms.
- Proficiency in site development and configuration using SharePoint Designer and Visual Studio.
- Intranet development, content management practices, and common content authoring technologies.
- Assists staff at OCTA's administration buildings and all operating bases, either on site, or via telephone and remote control. Assists with questions and problems in the use of computer hardware and software. Enhances company-wide use of desktop computers by providing proactive support on desktop computer tools.

- Applies knowledge of preventative maintenance tools and techniques to ensure optimum system performance.
- Coordinates visits by third party maintenance vendors to ensure smooth repairs and upgrades to the company's equipment.
- Maintains the OCTA's computer inventory by entering all additions and changes.
- Performs first and second level Help Desk responses, including troubleshooting desktop hardware and software problems and researching solutions. Accurately logs status, updates and documents resolutions into tracking database.
- Assists in the installation, testing, documentation, deployment, and rollouts of new hardware and software applications.
- Works with end users of various experience levels with patience and courtesy.

Qualifications

- Minimum of four (4) years of progressively responsible experience within a Microsoft networked Windows PC environment.
- Experience in current operating systems, communications, and networking theories.
- Extensive knowledge of how to installing and troubleshooting PC software and applications.
- Experience with computers (desktop, laptop, and tablet), printers, hardware components, Microsoft Office suite, and various productivity software.
- Experience with PowerPivot, Performance Point Services, and Excel Services. Cherwell Help Desk Ticketing software.
- Understanding of IIS, Active Directory, and SQL server database technologies.
- Knowledge of PowerShell scripting.
- Experience with .NET, JavaScript, JQuery, and HTML.
- Computer software skills including work processing, graphics, spreadsheets, and database applications such as MS Office programs, including Outlook, Word, Excel, etc.

Ability to:

- Communicate clearly and concisely with tact and diplomacy with management as well as other internal/external customers.
- Communicate technical information to non-technical users and transfer knowledge and skills.
- Create new workflows and manage site content.
- Quickly learn the capabilities of SharePoint tools.
- Demonstrate strong functional knowledge of the tools to others.
- Network frequently in order to ensure the user community is well informed on the perception and progress of the sites. Such networking will involve interaction with the SharePoint Team, local users, and local management.
- Interact with the SharePoint Team, conduct local training sessions, and provide updates on SharePoint functionality through other venues such as brown bag lunch sessions.
- Test custom code and third party tools in non-production systems.

- Define requirements for proposed solutions to determine whether the solution is Commercial Off the Shelf (COTS), requires custom development or requires feature extension.

Education and Experience:

- Any combination of education and experience equivalent to a Bachelor's degree in business, computer science, mathematics, or related field, with approximately five years of experience implementing SharePoint solutions. Experience with SharePoint 2013/2016 and Nintex Workflows and Forms strongly preferred. SharePoint Certifications a plus.
- Experience with Great Plains, Microsoft Forefront, Microsoft System Center Configuration Manager, Acronis Snap Deploy, Microsoft Office 365 and BlackBerry Server a plus.

Senior IS Project Manager

Under general guidance, responsible for projects which may include application development or enhancements to the technical infrastructure. Prepares

Overview

The Senior IS Project Manager prepares work plans, schedules work assignments, and monitors status of global “cutting edge” projects with extensive Board and senior executive visibility. Frequently resolves highly complex project issues creatively utilizing knowledge gained from extensive experience where procedures may not be prescribed or well defined. Recognized as a “thought leader”, i.e., nationally and/or industry-wide recognized experts creating “cutting edge” innovation specific to the project management profession. Acts as a mentor to lower level Project Management team members in all areas of professional responsibility.

Leads project team, and provides vision to support, analysis, design, construction and implementation of business applications. Establishes multiple project schedules and timelines, assigns project tasks, and monitors completion. Initiates required changes to procedures, designs, schedules, and/or project organization.

Responsibilities:

- Facilitates meetings and work sessions with project teams.
- Manage multiple projects concurrently.
- Communicate project progress to all levels of management.
- Oversee, mentor, and train project team members.
- Develop and implement long-range strategies to achieve project milestones.
- Facilitate and manage problem resolution. Request and manage user involvement and project approvals.
- Motivate and lead teams to deliver projects that meet requirements on time and on budget.
- Estimate project resources required for business intelligence projects.

Qualifications

- Any combination of education and experience equivalent to a bachelor's degree in business, computer science, mathematics, or related field, with a minimum of approximately seven years professional level experience in computer systems analysis for business, accounting and business intelligence applications, four years of which are managing “cutting edge” projects with extensive Board and senior executive visibility. Current Project Management Certification (PMP) is required.

Senior Help Desk Technician

Overview

Under general supervision, leads the daily operations and activities of the IS Help Desk. Provides service improvements to the OCTA through workflow analysis, trouble call trending, and the identification of service opportunities.

1. Assists users in troubleshooting by identifying the nature and severity of their problem, attempting to resolve problems over the phone; responds to user questions and problems about agency standard hardware, software, IS procedures, system status, and downtime.
2. Conducts follow-up sessions with users, assisting in the timely resolution of problems reported to the Help Desk. Acts as intermediary between the user and IS technical staff to close open items and to ensure user satisfaction.
3. Analyzes the needs of management and staff from the call tracking system. Designs reports, both electronic and printed, to fulfill the needs of management and other users of the call tracking system. Develops the daily/weekly/monthly process for delivering these reports.
4. Provides recommendations for process and procedure development and improvements. Reviews procedures on a predetermined cycle to ensure correctness and to analyze them for continuous process improvements. Ensures daily process control of the IS Help Desk while identifying and implementing continuous improvement opportunities.
5. Provides trend analysis and root cause analysis with the use of Help Desk tools and input by IS staff. Conducts root cause meetings as necessary to provide corrective/preventative action to problems encountered by the IS Help Desk or IS staff.
6. Organizes and publishes knowledge in the OCTA knowledge base. Oversees the creation of knowledge by other IS staff to ensure the validity and usefulness of information. Publishes knowledge information properly so that end users and IS staff have access to the appropriate information.

Knowledge of:

- Database concepts used with the current call tracking system, knowledge base system, and inventory system.
- Technical computer terminology.
- PC computer hardware and software to include, but not limited to, MS Office Suite, MS Project, MS Visio, and Adobe Acrobat.
- Advanced Crystal Report Writer.
- Knowledge bases.

- Trend analysis and root cause analysis.

Ability to:

- Use advanced computer, analytical and personal communication skills to resolve problems that are more difficult.
- Conduct meetings to extract technical information from staff to complete a root cause analysis of a problem.
- Write technical and operational procedures for the Help Desk.

Education and Experience:

- Any combination of education or experience equivalent to a high school diploma with technical coursework as well as a minimum of approximately five years increasingly responsible Help Desk experience in a large networked environment. Experience with networked PCs and printers, troubleshooting, providing in-depth support for Microsoft Office Suite, trend analysis, and knowledge bases. Prior experience in a senior or lead position is desirable.

Senior Desktop Technician

Overview

Under general direction, analyzes, troubleshoots, supports, and maintains desktop computer systems, software, and peripheral equipment. Provides customer service to end users to enhance and optimize their use of desktop computer tools to meet business needs.

1. Responds to the increasingly difficult Help Desk calls, including troubleshooting, researching, and providing solutions for desktop hardware and software problems. Updates and documents relevant research and resolutions into call tracking database. Monitors the flow of help desk tickets in the desktop support process.
2. Assists staff at agency administration and all operating bases, either on site, or via telephone and remote control. Acts as a resource and resolves questions and problems in the use of computer hardware and software. Enhances agency-wide use of desktop computers by providing proactive support on desktop computer tools.
3. Provides technical support as needed to Board members and executives for board and committee meetings. Assists Board members and Authority executives with use of mobile devices used to conduct OCTA business.
4. Performs desktop image builds, computer upgrades, software installation, and configuration. Coordinates desktop adds, moves, and changes.
5. Participates in planning, coordinating, and implementing technology projects related to desktop software and hardware. Participates in the definition of scope and assists in the installation, testing, documentation, and deployment of new hardware and software applications.
6. Oversees mobile device management (MDM) for all mobile devices accessing OCTA information on mobile devices such as tablets and smartphones.
7. Analyzes requests for desktop hardware and software to ensure compatibility with agency standards. Researches and provides recommendations for the purchase of related software and hardware.

8. Applies knowledge of preventative maintenance to ensure optimum system performance.
9. Oversees the managed print services contracts for printers and copiers.
10. Coordinates visits by third party maintenance Firms to ensure smooth repairs and upgrades to the agency's equipment.
11. Applies knowledge of personal technology computing trends to enhance business productivity. Advocates and trains employees in the effective use of computing devices and associated applications.

Knowledge of:

- Desktop computer systems, tablets, smartphones, printers, hardware components, operating system software (Windows internals), and communications.
- Application software including Microsoft Office (Outlook, Word, Excel, PowerPoint, Access), multimedia, graphics, and presentation (Visio, Adobe Acrobat).
- Practical application and increased understanding of computer networks and communications.
- Practical application and increased understanding of database architecture and design.
- Help desk call tracking.
- Troubleshooting and documentation methodologies.
- Personal technology trends.

Ability to:

- Diffuse tense or difficult customer service situations with appropriate use of interpersonal and communication skills.
- Recommend, plan, and apply computer solutions based on knowledge of business units critical success factors and operational criteria.
- Communicate complex ideas and translate technical information easily to non-technical individuals.
- Work with executive management staff and Board members professionally. Work with end users of various experience levels with patience and courtesy. Work in a team environment with other Information Systems professionals.
- Lead and collaborate with staff to problem solve and accomplish goals.
- Distinguish between application, operating system, network, and hardware problems.
- Think analytically.
- Demonstrate mature and organized approach to researching, documenting, and communicating various methods of troubleshooting and providing solutions to agency desktop computing problems.
- Work with the purchasing department to assist with the procurement of hardware, software, and professional services related to desktop services.

Education and Experience:

- Any combination of education and experience equivalent to a bachelor's degree in a related area with a minimum of approximately five years increasingly responsible

professional customer and desktop support experience. Relevant certifications by Microsoft are desirable.

Senior Network Engineer

Overview

Under general guidance, provides technical expertise in development and implementation of long-range technology solutions, analyzes and implements all network upgrades, analyzes and resolves network performance issues, oversees all troubleshooting of network devices, and supports technical staff.

1. Develops and implements long-range technical solutions for the best-of-breed network infrastructure to support the business units. Planning includes network sizing, performance monitoring, and security solutions.
2. Develops and maintains the annual budget for all of the network infrastructure, both the local area network (LAN) as well as the wide area network (WAN). Includes the entry of purchase requisitions along with the monitoring of delivery dates.
3. Develops and implements with project planning and user services management and staff to design the most effective LAN technology with which to improve user productivity and workflow.
4. Installs and maintains LAN and WAN hardware infrastructure. Coordinates installations or upgrades with users, building facilities staff, Firms, electricians, and other technical services staff.
5. Provide immediate response and/or investigation of system alerts as a senior level troubleshooter in a complex network environment.
6. Prepares and maintains documentation for network cabling, backup, disaster methodologies and procedures, and connectivity infrastructure. Ensures that documentation is available and up-to-date.
7. Creates and delivers input to User Services management regarding user documentation standards and LAN policies for network operation, security and access, and back-up of contingency plans. Prepares LAN project progress reports and other documentation for review by IS Management Team.
8. Communicates with CAMM and Firms during evaluations or problem resolution. Interacts with third-party maintenance Firms on network hardware and assists and coordinates all service calls by such Firms.
9. Leads in the evaluation of new network hardware and/or software by reviewing Firm's technical documentation, equipment, or software. May conduct extensive on-site testing to ensure products meet standards before recommending procurement.

Knowledge of:

- Thorough understanding of LAN/WAN technology and protocols including but not limited to BGP, EIGRP, HTTP, FTP, TCP, and Spanning Tree.
- All HP and CISCO devices.
- Network architecture and design elements.
- Windows server and operating system configurations.
- Network monitoring software.

Ability to:

- Express technical information in a clear and simple way.
- Work as a team member in a technical project environment. Must be self-motivated and able to think 'outside the box.'
- Define, research, analyze, and execute solutions and alternatives based on network infrastructure.
- Troubleshoot and resolve complex connectivity or infrastructure problems in a Local and Wide Area Network environment.

Education and Experience:

- Any combination of education or experience equivalent to a bachelor's degree in Information Systems or related field with a minimum of approximately five years hands-on experience with LAN/WAN technology, three years of which is at the journey level.

Senior Programmer Analyst

Overview

Under general guidance, responsible for the definition and analysis of data needs, application problems, debugging, diagnosis, and the interfacing of applications. Develops and reviews detailed functional specifications for applications and programs. Maintains the functionality of existing applications. Designs, creates, tests, and implements software applications to meet user's functional needs with an emphasis on increasing user productivity.

1. Oversees the successful completion of application development projects that may include consultant assistance by monitoring completed programming and by ensuring that the final product meets user requirements.
2. Ensures the technical implementation of projects. Designs, codes, tests and implements applications. Implements software configurations and designs the application to function within existing hardware configurations. Resolves design issues with user groups.
3. Interacts with IS customers to analyze user requirements and create business applications using structured design methodologies. Reviews packages for suitability within the agency's various departments.
4. Analyzes agency's procedures and problems to refine data and convert to the most efficient. Interfaces PC, LAN/WAN, application databases, and third party software to function as efficiently as possible to provide automated solutions for the agency. Interfaces PC-related software/hardware to the Unix platform to meet automation needs.
5. Analyzes and defines user environments required for system implementations. Modifies programs to comply with new user requirements. Provides analysis of requested modifications so users are aware of potential consequences. Devises data validation methods. Implements audits controls to maintain system integrity and security and to provide transactional history.

6. Analyzes Firm software to verify functionality and efficiency required to meet user specifications. Converts user requirements into detailed programs using required source code language and third-party tools.
7. Consults with users to determine specific output requirements. Analyzes and defines applications and testing requirements. Develops and executes implementation plans. Delivers application modifications in a cost efficient and timely fashion.
8. Maintains records and related documentation associated with program development, modifications, and testing.
9. Reviews and analyzes existing processing methods, procedures, and techniques to make recommendations for change.

Knowledge of:

- System planning for manual and automated application software, systems design, and program development
- Standard business functions and procedures
- Disaster Recovery processes
- Principles of cloud based/hosted systems
- Principles of systems analysis
- Mobile Technologies
- Security principles
- Project Management
- Financial, Asset Management, Human Resources, Payroll or Transit related software desirable

Programmer Analyst

Under general supervision, responsible for definition and analysis of data needs and system problems, debugging, and diagnosis. Reviews and assess existing data processing methods. Develops improved techniques and methods.

1. Analyzes agency procedures and problems to refine data and convert to programmable form to increase efficiency. Interfaces PC, LAN/WAN, mainframe, databases, and third party software to function as one unit to provide automation solutions to agency applications development software needs. Interfaces PC related software/hardware, such as scanners and voice response units, to the mainframe to meet solutions of automation needs.
2. Analyzes and defines user environments required for system implementations. Modifies programs to comply with new user requirements, devises data verification, and identification methods. Audits controls to maintain system integrity and security.
3. Analyzes vendor software to verify functionality and efficiency required to meet user specifications. Converts program specifications into detailed programs using required source code language.
4. Consults with users to determine specific output requirements, including type of printouts, extent of data summarization, and formats. Analyzes and defines system/user requirements, testing requirements, and develop implementation plans.
5. Prepares detailed instructions for system users to generate desired outputs. Maintains records and related documentation associated with program development, modifications, and testing.

Knowledge of:

- System planning for manual and automated application software, systems design, and program development.
- Standard business functions and procedures
- Principles of cloud based/hosted systems
- Principles of systems analysis
- Mobile Technologies
- Security principles
- Reporting tools: Business Objects, Crystal, Cognos
- Operating Systems: MS Windows; and Linux
- Databases: Microsoft SQL Server, Oracle
- Networking Protocols: TCP/IP; DHCP; Static IP; DNS, TNS
- Desktop Applications and Software: Microsoft Office; Adobe; Microsoft Visio; Microsoft Outlook, Microsoft Project
- Programming Languages: Cobol, Java, C, C #,C++. HTML, ASP, CSS, Adobe Flash, VB, MS Access
- Remote Support Tools: Citrix, Remote Desktop; Webex
- LAN Administration: Windows Server 20xx, Active Directory administration
- Email: Microsoft Exchange

Ability to:

- Analyze a situation to determine the optimal course of action.
Perform duties with strong communication and negotiation skills.
- Possess creative ability, consulting skills, leadership qualities, credibility, self-confidence, observation skills, curiosity, integrity and patience.
- Handle ambiguity. Assist customer in articulating a vision of a solution.
- Be flexible and work under pressure.

Education and Experience

- Any combination of education and experience equivalent to a bachelor's degree in Quantitative Systems, Computer Science, Mathematics, Statistics, or Business Administration and a minimum of approximately three years of responsible programming experience.

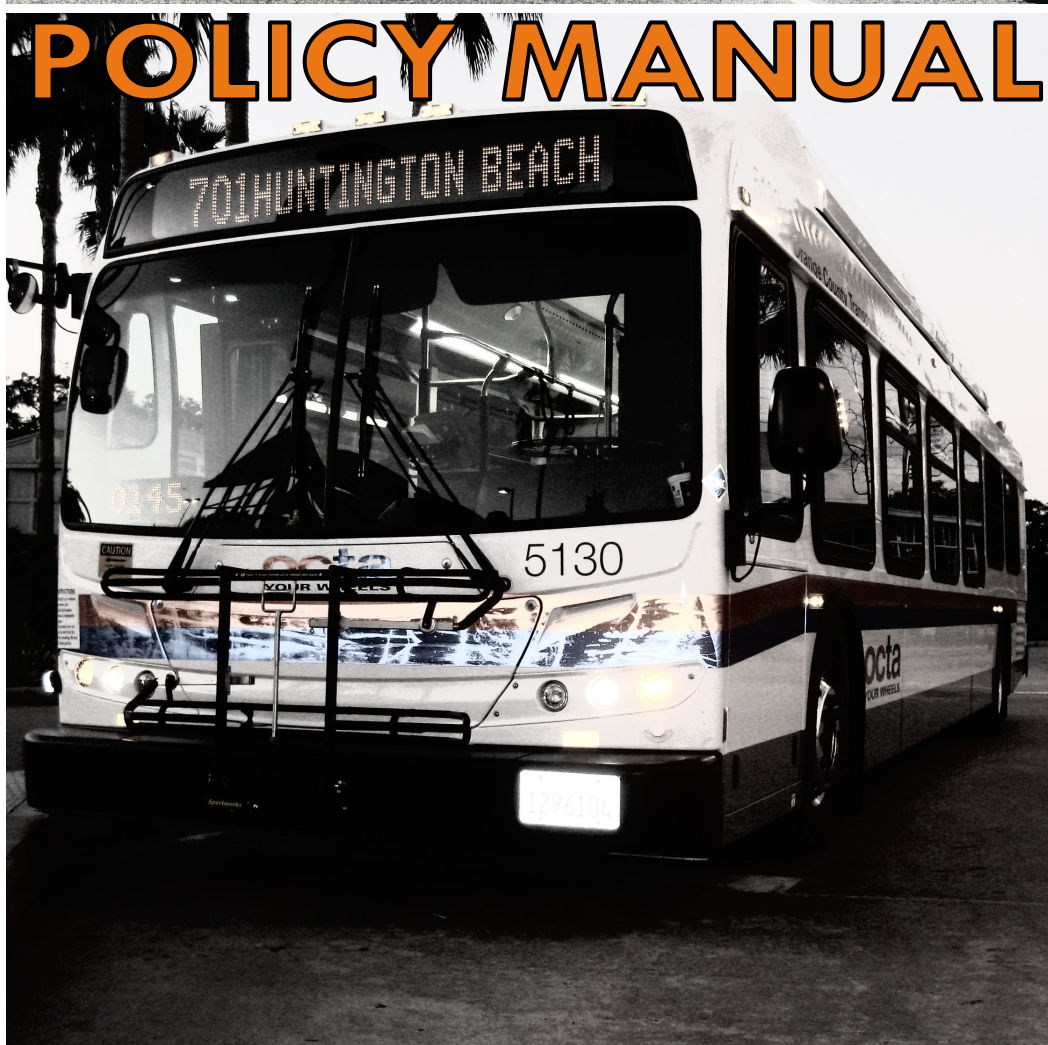
ORANGE COUNTY TRANSPORTATION AUTHORITY

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RFP 7-1949
Attachment A



DRUG AND ALCOHOL POLICY MANUAL



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. 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

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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

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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

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

PRESCRIPTION DRUGS-PHYSICIAN SIGNATURE REQUIRED <small>Instructions for Employees in Safety-Sensitive Positions</small>	
<p>Attachment B forms are required by Orange County Transportation Authority (OCTA) for employees in Safety-Sensitive Positions.</p> <p>1. If you are disclosing the use of a new prescription drug, have your doctor complete "Physician" section in full with signature, attach a complete* copy of your prescription label, complete "Employee" section on this form and forward the form and attachment directly to the Benefits Section-Human Resources Department in the confidential envelope provided at each base.</p> <p>2. If you are disclosing a prescription drug renewal, complete "Employee" section of this form, attach a copy of your prescription renewal label, and forward directly to Benefits Section-Human Resources Department in the confidential envelope provided at each base.</p> <p>3. Indicate in "Employee" section whether prescription is new or a refill.</p> <p><small>* Complete-Includes date of prescription, name of medication, dosage, directions for use, physician's name, and expiration date.</small></p>	
<u>To Be Completed by Physician</u>	
<p>(includes only those legal drugs which may cause drowsiness or impair employee's ability to safely perform his/her job duties (attached), drugs listed on Schedule I (attached), amphetamines, narcotics, or other habit forming drugs)</p>	
<p>I, _____ am aware of the job duties of _____,</p> <p style="text-align: center;"> Physician's Name Employee's Name </p> <p>who is a _____ at Orange County Transportation Authority. I have</p> <p style="text-align: center;"> Employee's Position/Job Title </p> <p>prescribed for such employee the medication described below on _____.</p> <p style="text-align: right;">Date</p> <p>(Please print the following information legibly):</p> <p>Name of Medication: _____</p> <p>Dosage: _____</p> <p>Duration to be taken: _____</p> <p>I am familiar with the employee's medical history and assigned job duties and have advised the employee that the prescribed substance, legal drug and/or over the counter medication will not adversely affect the employee's ability to safely operate a commercial motor vehicle or machinery or to perform his/her job competently and safely.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____ Physician's Signature</p> <p>_____ Physician's Printed Name and Address Stamp</p> </div> <div style="width: 45%;"> <p>_____ Physician's Telephone Number</p> <p>_____ Date</p> </div> </div>	
<u>To Be Completed By Employee</u>	
<p>I understand that, in accordance with the OCTA Alcohol and Drug Policy, it is my obligation to inform the OCTA Benefits Section-Human Resources Department of any legal drug or prescription medication I intend to take that may cause drowsiness or impair my ability to safely perform my job duties, drugs listed on Schedule I (attached), amphetamines, narcotics, or other habit forming drugs.</p> <p>Additionally, I understand that on-going or periodic use of prescription drugs requires a fully completed and appropriately signed Attachment B form, which must be submitted at any time I start, or renew taking a legal prescription drug. I acknowledge that I will read the labels on all medications that I intend to take and that I will take such medication according to label directions.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>Please check one: New Prescription <input type="checkbox"/></p> <p>_____ Employee's Signature</p> <p>_____ Employee's Printed Name</p> </div> <div style="width: 10%; text-align: center;"> <p>OR</p> </div> <div style="width: 45%;"> <p>Refill Prescription <input type="checkbox"/></p> <p>_____ Employee's Work Location and Supervisor</p> <p>_____ Employee's Badge #</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 33%;"></div> <div style="width: 33%;"></div> <div style="width: 33%;"> <p>_____ Date</p> </div> </div>	

DRUG AND ALCOHOL POLICY MANUAL

ATTACHMENTS—SECTION 9

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

OVER-THE-COUNTER MEDICATION 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	
<u>To Be Completed By Employee</u>	
(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;"> Print/Type Job Title Print/Type Work Location </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 (N-[1-(1-methyl-2-phenethyl)-4-piperidiny]-N-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 (N-[1-(alpha-methyl-beta-phenyl)ethyl-4-piperidyl] propionamide; 1-(1-methyl-2-phenylethyl)-4-(N-propanilido) piperidine)	9814
(8) Alpha-methylthiofentanyl (N-[1-methyl-2-(2-thienyl)ethyl-4-piperidiny]-N-phenylpropanamide)	9832
(9) Benzethidine	9606
(10) Betacetylmethadol	9607
(11) Beta-hydroxyfentanyl (N-[1-(2-hydroxy-2-phenethyl)-4-piperidiny]-N-phenylpropanamide)	9830
(12) Beta-hydroxy-3-methylfentanyl (other name: N-[1-(2-hydroxy-2-phenethyl)-3-methyl-4-piperidiny]-N-phenylpropanamide)	9831
(13) Betameprodine	9608
(14) Betamethadol	9609
(15) Betaprodine	9611

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Attachment A

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(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

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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) Hydromorphanol	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):

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

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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

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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 (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)

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(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.

DRUG AND ALCOHOL POLICY MANUAL

ATTACHMENTS—SECTION 9

ATTACHMENT B

Disclosure of Prescription and Over-the-Counter Drugs

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.

ATTACHMENT B

Disclosure of Prescription and Over-the-Counter Drugs

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:

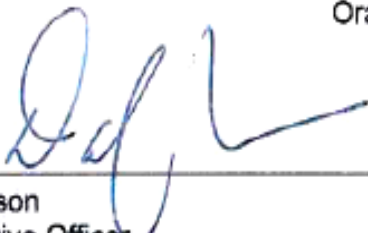
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in OCTA's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an on-going 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.		

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

EXHIBIT B: PRICE SUMMARY SHEET

PRICE SUMMARY SHEET

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

Firm Name: _____

Contract Staff Positions	Year 1		Year 2		Year 3		Year 4		Year 5	
	Hourly Billable Rate	Hourly Pay Rates	Hourly Billable Rate	Hourly Pay Rates	Hourly Billable Rate	Hourly Pay Rates	Hourly Billable Rate	Hourly Pay Rates	Hourly Billable Rate	Hourly Pay Rates
Senior Data Warehouse Architect										
Data Warehouse Architect										
SharePoint Developer										
Senior IS Project Manager										
Senior Help Desk Technician										
Senior Desktop Technician										
Senior Network Engineer										
Senior Programmer Analyst										
Programmer Analyst										

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.

1. I acknowledge receipt of RFP 7-1949 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

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names

Functions

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no longer available to CONSULTANT, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONSULTANT is not provided with such notice by the departing employee. AUTHORITY

shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

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

ARTICLE 5. PAYMENT

A. For CONSULTANT's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY shall pay CONSULTANT on a Time-and-Expense price basis in accordance with the following provisions.

B. For each full hour of labor satisfactorily performed by CONSULTANT's personnel under this Agreement, AUTHORITY shall pay CONSULTANT an hourly labor rate. The hourly labor rates shall not exceed the rates listed below which shall remain fixed for the entire term of this Agreement and are acknowledged to include CONSULTANT's direct labor costs, indirect costs and profit.

Description	Year One	Year Two	Year Three	Year Four	Year Five
Senior Data Warehouse Architect	\$_____	\$_____	\$_____	\$_____	\$_____
Data Warehouse Architect	\$_____	\$_____	\$_____	\$_____	\$_____
SharePoint Developer	\$_____	\$_____	\$_____	\$_____	\$_____
Senior IS Project Manager	\$_____	\$_____	\$_____	\$_____	\$_____
Senior Help Desk Technician	\$_____	\$_____	\$_____	\$_____	\$_____
Senior Desktop Technician	\$_____	\$_____	\$_____	\$_____	\$_____
Senior Network Engineer	\$_____	\$_____	\$_____	\$_____	\$_____
Senior Programmer Analyst	\$_____	\$_____	\$_____	\$_____	\$_____
Programmer Analyst	\$_____	\$_____	\$_____	\$_____	\$_____

C. Timesheets shall be completed at the end of each work-week by CONSULTANT's personnel and must be approved and signed by the AUTHORITY's Project Manager. CONSULTANT may request

1 payment by invoicing on a monthly basis in duplicate to AUTHORITY's Accounts Payable office. Each
2 invoice shall be accompanied by a monthly progress report specifying the work, which has been
3 performed. CONSULTANT shall also furnish such other information as may be requested by
4 AUTHORITY to substantiate the validity of an invoice.

5 D. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in
6 duplicate to AUTHORITY's Accounts Payable office. CONSULTANT may also submit invoices
7 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice
8 shall be accompanied by the monthly progress report specified in paragraph C of this Article.
9 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each
10 invoice. Each invoice shall include the following information:

- 11 1. Agreement No. C-7-1949;
- 12 2. Work for which the payment is being requested;
- 13 3. The time period covered by the invoice;
- 14 4. Labor (staff name, hours charged, hourly billing rate, current charges, and
15 cumulative charges) performed during the billing period;
- 16 5. Total monthly invoice (including project-to-date cumulative invoice amount);
- 17 6. Monthly Progress Report;
- 18 7. Certification signed by the CONSULTANT or his/her designated alternate that a)
19 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
20 information included with the invoice is true, complete and correct in all material respects; c) All payments
21 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
22 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
23 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
24 subcontractor or supplier unless so identified on the invoice.
- 25 8. Any other information as agreed or requested by AUTHORITY to substantiate the
26 validity of an invoice.

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Iris Deneau

Senior Contract Administrator

(714) 560 - 5786

ideneau@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all

reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 9. INSURANCE

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

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000.00 each accident;

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

4. Employers' Liability with minimum limits of \$1,000,000.00; and

5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

B. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and agents designated as additional insured on the general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement Number C-7-1949; and, the Senior Contract Administrator's Name, Iris Deneau.

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

/

1 E. CONSULTANT shall be required to immediately notify AUTHORITY of any modifications or
2 cancellation of any required insurance policies.

3 **ARTICLE 10. ORDER OF PRECEDENCE**

4 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
5 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 7-1949; (3)
6 CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein or incorporated by
7 reference.

8 **ARTICLE 11. CHANGES**

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

17 **ARTICLE 12. DISPUTES**

18 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact
19 arising under this Agreement which is not disposed of by supplemental agreement shall be decided by
20 AUTHORITY's Director, Contracts Administration and Materials Management (CAMP), who shall reduce
21 the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of
22 the Director, CAMP, shall be final and conclusive.

23 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
24 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
25 CAMP. This Disputes clause does not preclude consideration of questions of law in connection with
26 decisions provided for above. Nothing in this Agreement, however, shall be construed as making final

1 the decision of any AUTHORITY official or representative on a question of law, which questions shall be
2 settled in accordance with the laws of the State of California.

3 **ARTICLE 13. TERMINATION**

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

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

19 **ARTICLE 14. INDEMNIFICATION**

20 CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
21 employees and agents from and against any and all claims (including attorneys' fees and reasonable
22 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to
23 or loss of use of property caused by the negligent acts, omissions or willful misconduct by CONSULTANT,
24 its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of
25 the performance of this Agreement.

26 /

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONSULTANT, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms and conditions of this Agreement.

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

Subcontractor Name/Addresses

Subcontractor Function

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

1 **ARTICLE 17. CONFLICT OF INTEREST**

2 CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict
3 of interest means that due to other activities, relationships or contracts, the CONSULTANT is unable,
4 or potentially unable to render impartial assistance or advice to the AUTHORITY; CONSULTANT's
5 objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or
6 the CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose
7 to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the
8 CONSULTANT. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice
9 provision herein. This disclosure requirement is for the entire term of this Agreement.

10 **ARTICLE 18. CODE OF CONDUCT**

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

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

15 CONSULTANT and all subconsultants performing work under this Agreement, shall be
16 prohibited from concurrently representing or lobbying for any other party competing for a contract with
17 AUTHORITY, either as a prime consultant or subconsultant. Failure to refrain from such
18 representation may result in termination of this Agreement.

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

20 CONSULTANT warrants that in the performance of this Agreement, it shall comply with all
21 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
22 regulations promulgated thereunder.

23 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

24 In connection with its performance under this Agreement, CONSULTANT shall not discriminate
25 against any employee or applicant for employment because of race, religion, color, sex, age or national
26 origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that

employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 22. PROHIBITED INTERESTS

CONSULTANT 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 CONSULTANT'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 CONSULTANT 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. CONSULTANT shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT 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 CONSULTANT to any other person or agency except after prior written approval by

1 AUTHORITY, except as necessary for the performance of services under this Agreement. All press
2 releases, including graphic display information to be published in newspapers, magazines, etc., are to be
3 handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

4 **ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

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

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

25 /

26 /

1 **ARTICLE 25. FINISHED AND PRELIMINARY DATA**

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

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

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

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

21 **ARTICLE 27. FORCE MAJEURE**

22 Either party shall be excused from performing its obligations under this Agreement during the time
23 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,
24 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,
25 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or
26 omission by the other party; when satisfactory evidence of such cause is presented to the other party,

and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

ARTICLE 28. HEALTH AND SAFETY REQUIREMENT

CONSULTANT shall comply with all the requirements set forth in Exhibit __, Level 1 Safety Specifications.

This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-7-1949 to be executed on the date first above written.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

By _____

Darrell Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By _____

James M. Donich
General Counsel

APPROVED:

By _____

Andrew Oftelie
Executive Director,
Finance and Administration

Date _____

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror 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 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 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 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. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

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

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

Date

Title

Last Rev. 08/26/2015

EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORMS

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

To be completed only if campaign contributions have been made in the preceding 12 months.

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- | | | |
|---|---------|---------|
| <input type="radio"/> the Prime Contractor | Yes____ | No ____ |
| <input type="radio"/> Subcontractor | Yes____ | No ____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime
to represent the Prime in this RFP | Yes____ | No ____ |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Board Member(s) to whom you and/or agent/lobbyist made campaign contributions and the dates of contribution(s) in the preceding 12 months. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Michael Hennessey, Chairman

Lisa A. Bartlett, Vice Chair

Laurie Davies, Director

Barbara Delgleize, Director

Andrew Do, Director

Lori Donchak, Director

Steve Jones, Director

Mark A. Murphy, Director

Richard Murphy, Director

Al Murray, Director

Shawn Nelson, Director

Miguel Pulido, Director

Tim Shaw, Director

Todd Spitzer, Director

Michelle Steel, Director

Tom Tait, Director

Greg Winterbottom, Director

EXHIBIT F: LEVEL 1 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 the course of 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 achieved for the safeguard of public and workers.

G. INJURY AND ILLNESS PREVENTION PLAN

The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance 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.

- H. Contractor shall provide a copy of the Policy or Program of Company's Substance Abuse Prevention Policy that complies with the 1988 Drug Free Workplace Act.

1.2 HEAT ILLNESS PREVENTION PROGRAM

- A. Contractor shall provide a copy of their company Heat Illness Prevention Program in accordance with CCR Title 8, Section 3395, Heat Illness Prevention.

1.3 HAZARD COMMUNICATION

- A. 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 MSDS for all applicable products used, if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- C. 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.

1.4 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
 - 1. Damage to Authority property (or incidents involving third party property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An immediate verbal notice followed by an a written incident investigation report shall be submitted to 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, 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 the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

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 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. OCTA Construction Management Procedures Manual
- E. OCTA Yard Safety Rules

END OF SECTION

Level 1 HSE Specifications
1008404.1
Revision 6, 7/20/2017

EXHIBIT G: 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:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

EXHIBIT H: ALTERNATE EMPLOYER ENDORSEMENT

**RFP 7-1949
Exhibit H**

WCIRB | California Bureau Workers Comp Forms | 02/15/89

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 03 01 A****1st Reprint***Issued February 15, 1989***Standard****ALTERNATE EMPLOYER ENDORSEMENT**

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

- | <u>1. Alternate Employer</u> | <u>Address</u> |
|--|----------------|
| <u>2. State of Special or Temporary Employment</u> | |
| <u>3. Contract or Project</u> | |

See "Notes" on reverse.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
InsuredPolicy No.
Insurance Company

Endorsement No.

Countersigned By _____

Notes:

1. This endorsement may be used when the insured named in Item 1 of the Information Page has agreed to provide insurance against workers compensation and employers liability claims made by employees of the insured against a special or temporary employer named in the endorsement Schedule.

**RFP 7-1949
Exhibit H**

2. This endorsement may be used only if the state of temporary or special employment is a state shown in Item 3.A. of the Information Page.
3. If the insured is in the business of providing temporary workers for others, the insurer may show the alternate employers in the Schedule by the words "all" or "any."
4. Three uses of this endorsement are illustrated here:
 - a. Use this endorsement if the policy is issued to a contractor (the insured) who is required by an oil company (as alternate or special employer) to provide workers compensation and employers liability insurance to protect the oil company from claims brought by the contractor's employees.
 - b. Use this endorsement if the policy is issued to a business that operates and manages property for others (the insured) who is required by the property owner (the alternate employer) to provide this insurance to protect the owner from claims brought by employees of the operator/manager.
 - c. Use this endorsement if the policy is issued to a supplier of temporary office help (the insured) who is required by its customer (the user of the temporary office help—the alternate employer) to provide this insurance to protect the customer from claims brought by the insured's employees against the alternate employer.
5. Show an appropriate entry to Item 3 to limit the endorsement to apply only to specific jobs or contracts of the insured. This endorsement may not be used to limit coverage to specific jobs or contracts in Wisconsin.
6. If this endorsement is used because of temporary or special employment in Illinois, the carrier must send a written notice of cancelation to all Illinois Alternate Employers shown in the Schedule.

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