

TUCSON TRANSIT MANAGEMENT LLC
dba
SUN TRAN
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	21-22-03
PROPOSAL DUE DATE:	September 9, 2021 @ 2:00 P.M. Local AZ Time
PROPOSAL SUBMITTAL LOCATION:	Sun Tran Parts Department 3920 N. Sun Tran Blvd. Building 5, Tucson, AZ 85705
MATERIAL OR SERVICE:	OCCUPATIONAL HEALTH SERVICES – SUN TRAN, SUN VAN AND SUN LINK
PRE-PROPOSAL CONFERENCE DATE:	September 9, 2021 @ 2:30 P.M. Local AZ Time
TIME:	2:30 P.M. Local AZ Time
LOCATION:	MICROSOFT TEAMS MEETING: Click here to join the meeting
SENIOR BUYER:	CHRISTINE YSLAVA
TELEPHONE NUMBER:	(520) 206-8813
EMAIL:	christine.yslava@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our internet site at: <http://www.suntran.com> by selecting Opportunities, then click on Procurement and finally the associated solicitation number under Current Solicitations. Sun Tran does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.suntran.com, click on Opportunities, then click on Procurement and finally Vendor Registration. To update an existing record, use the same process as if registering. You may also email Christine.Yslava@tucsonaz.gov if you have questions.

Competitive sealed proposals for the specified material or service shall be received by Sun Tran, 3920 N. Sun Tran Blvd., Bldg. 5 Tucson, Arizona 85705, until the date and time cited.

Proposals must be in the actual possession of the Sun Tran Procurement Department at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be Sun Tran's clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Senior Buyer listed above.

PUBLISH DATE: August 19, 2021

THIS PROPOSAL IS OFFERED BY: _____

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent Contract, the following definitions shall apply:

Sun Tran: Sun Tran Tucson, Arizona

Sun Van: Sun Van Tucson, Arizona

Sun Link: Sun Link Tucson, Arizona

Contract: The legal agreement executed between Sun Tran, Sun Van and Sun Link and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, Scope of Work, Amendments, the Contractor's offer and negotiated items as accepted by Sun Tran Procurement Department.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a Contract by Sun Tran Procurement Department.

Contract Representative: Sun Tran, Sun Van and Sun Link employee or employees who have specifically been designated to act as a contact person or persons to the Contractor and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for Sun Tran, Sun Van and Sun Link authorized to sign Contracts and amendments thereto on behalf of Sun Tran Procurement Department.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at Sun Tran Procurement Department's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, Sun Tran Procurement Department may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. PRE-PROPOSAL CONFERENCE: If scheduled, the date and time of a Pre-Proposal Conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail, at least five days prior to the Request for Proposal due date to the Senior Buyer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of Sun Tran, Sun Van and Sun Link's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to Sun Tran Procurement Department at this conference. Sun Tran Procurement Department will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an Amendment to this Request for Proposal.

3. INQUIRIES: Any question related to the Request for Proposal shall be directed to the Senior Buyer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Senior Buyer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written Amendment to the Request for Proposal will be binding.

4. AMENDMENT OF REQUEST FOR PROPOSAL: The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

- 5. FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting Contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of Contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
- 6. PREPARATION OF PROPOSAL:**
- A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
 - B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to **all** Evaluation Criteria.
 - C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
 - D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
 - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all Offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. Sun Tran, Sun Van and Sun Link shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- 7. PAYMENTS:** Payment terms are Net 45 Days after receipt of invoice.
- 8. TAXES:** Sun Tran is not tax exempt for this Contract.
- 9. PROPOSAL/SUBMITTAL FORMAT:** An original and 5 copies (6 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd disc, zip disc or USB Flash Drive in MS Office 2010 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.
- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with Sun Tran based upon the Contract provisions contained in Sun Tran's Request for Proposal, including but not limited to, the specifications, Scope of Work and any terms and conditions. Offerors who wish to propose modifications to the Contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or designee. If a proposal or offer is returned with modifications to the Contract provisions that are not expressly approved in writing by the Director or designee, the Contract provisions contained in Sun Tran's Request for Proposal shall prevail.

- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of Sun Tran and shall become a matter of public record available for review subsequent to the award notification.
- 12. CONFIDENTIAL INFORMATION:** Sun Tran is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Senior Buyer of this fact should accompany the submission and the information shall be so identified wherever it appears. Sun Tran Procurement Department shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the Offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to Sun Tran's Parts Department at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope/package(s).
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, Sun Tran, Sun Van and Sun Link require an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** Sun Tran reserves the right to conduct discussions with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed Contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Offerors. Exclusive or concurrent negotiations shall not constitute a Contract award nor shall it confer any property rights to the successful Offeror. In the event Sun Tran Procurement Department deems that negotiations are not progressing, Sun Tran may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful Offeror shall register with Sun Tran's Department of Procurement. Registration can be completed at <http://www.suntran.com/> by clicking on Opportunities,

then Procurement and finally, Vendor Registration. Please note that email notifications of newly published solicitations and Amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

21. CITY OF TUCSON BUSINESS LICENSE: It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this Contract or a written determination from the City's Business License Section that a license is not required. At any time during the Contract, Sun Tran Procurement Department may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

22. UPON NOTICE OF INTENT TO AWARD: The apparent successful Offeror shall sign and file with Sun Tran Procurement Department, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

23. AWARD OF CONTRACT: Notwithstanding any other provision of the Request for Proposal, Sun Tran Procurement Department reserves the right to:

- (1) waive any immaterial defect or informality; or
- (2) reject any or all proposals, or portions thereof; or
- (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to Contract with Sun Tran, Sun Van and Sun Link based upon the terms, conditions and Scope of Work contained in Sun Tran's Request for Proposal. Proposals do not become Contracts unless and until they are executed by Sun Tran's Director of Procurement and Assistant General Manager. A Contract has its inception in the award, eliminating a formal signing of a separate Contract. All of the terms and conditions of the Contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

24. PROPOSAL RESULTS: Results ARE NOT given in response to telephone or electronic mail inquiries. Proposal results are received at Sun Tran's Administration Building, 3920 N. Sun Tran Blvd. A tabulation of the results will be available to all Proposers after evaluation and award. This tabulation is also on file in the Sun Tran Procurement Department.

25. PROTESTS: A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at Sun Tran Procurement Department not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

INTRODUCTION

Tucson Transit Management LLC, dba Sun Tran and Sun Van, and Tucson Streetcar LLC dba Sun Link are seeking proposals from qualified firms and/or individuals for the provision of medical examinations and treatment of industrial injuries, pre-employment and other medical examinations, United States Department of Transportation (DOT) medical certification requirements, Federal Transit Administration (FTA) drug and alcohol testing, and company drug and alcohol testing, and random selections per FTA drug and alcohol regulations for Sun Tran, Sun Van, and Sun Link employees, as per the Scope of Work herein.

Sun Tran employs a total of 594 employees; the breakdown of employee groups are as follows: 380 coach operators, 60 mechanics, 35 service island attendants, 18 farebox technicians, facility technicians, parts clerks, custodians, plus 101 administrative office staff. Quantities are subject to change. Offerors submit a proposal as described herein.

Sun Van employs a total of 170 employees; the breakdown of employee groups are as follows: 120 operators, 2 utility workers, 6 dispatchers, 18 reservationists, 1 Phone Clerk and 24 administrative office staff. Quantities are subject to change. Offerors submit a proposal as described herein.

Sun Link employs a total of 40 employees; the breakdown of employee groups are as follows: 20 streetcar operators, 7 rail supervisors, 5 streetcar maintenance technicians, 3 right-of-way technicians, and 5 administrative office staff. Quantities are subject to change. Offerors submit a proposal as described herein.

The Medical Categories for employment, as presented in this document, are intended to provide a general guideline for physical requirements of particular classifications. These categories are to be utilized as a guide for Sun Tran, Sun Van and Sun Link's Examining Physician when assessing the physical fitness of an individual against the physical requirements of a classification. No employee will be permitted to perform a job they are physically unable to do with or without reasonable accommodation.

See Attachment C Medical Examination Report.

No laboratory or other tests will be ordered by Sun Tran, Sun Van, and Sun Link's Examining Physician except as authorized by the Director of Human Resources or designee.

When Sun Tran, Sun Van and Sun Link's Examining Physician observes a permanent physical, emotional or mental condition that may restrict or prohibit an individual from performing the duties of a position, the physician should describe the condition and physical limitations in sufficient detail to assist Sun Tran, Sun Van and Sun Link in making a determination regarding possible reasonable accommodations in accordance with the Americans with Disabilities Act (ADA).

The medical examination may reveal information about a medical impairment which may be a disability entitling the employee to reasonable accommodation under the ADA. (Any criteria used to screen out an individual with a disability as a result of the disability, must be job-related and consistent with business necessity). Sun Tran, Sun Van and Sun Link utilize this information in assessing whether the impairment is a substantial impairment of a major life activity including work (a covered disability under the ADA if it applies to "work" in the broad sense and not a specific position). If a disability under the act exists, Sun Tran, Sun Van and Sun Link also uses the information in determining whether any accommodation is required by the employee to perform the duties of their position and, if required, whether the necessary accommodation is reasonable. The object of examination is to insure compliance with the purposes of the ADA and to ensure that disabled applicants/employees are reasonably accommodated.

No certificate or report of fitness or disqualification shall be issued by the Examining Physician. Reports of all medical evaluations will be sent to Sun Tran, Sun Van and Sun Link's Human Resources Director, or its designee, on approved forms and in accordance with established procedures.

Care must be taken that medical reports and records are not accessible to unauthorized persons.

Sun Tran, Sun Van and Sun Link's Examining Physician will conduct special medical evaluations of current Sun Tran, Sun Van and Sun Link employees and make specific recommendations to Sun Tran, Sun Van and Sun Link on the employee's ability to return to work with or without reasonable accommodation.

Attachment B Sun Tran, Sun Van and Sun Link Medical Clinic Utilization shows the breakdown of actual usage for the past two years.

Sun Tran, Sun Van and Sun Link, in coordination with associated contractors, are required to be in compliance with 49 CFR Part 655 – Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations and 49 CFR Part 40 – Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

Locations for the above are as follows:

Sun Tran, Facility One, 4220 S. Park Avenue, Tucson, AZ 85714
Sun Tran, Facility Two, 3920 N. Sun Tran Blvd, Tucson, AZ 85705
Sun Van, 3401 E Ajo Way, Tucson, AZ 85713
Sun Link, 290 E. 8th St., Tucson, AZ 85705

SCOPE OF WORK

Offeror must have a Board-Certified Occupational Medicine doctor on staff or under long-term contract for consult. A copy of the contract and Board Certification must be included with proposal. Failure to do so may be grounds for disqualification of the proposal.

Sun Tran, Sun Van, and Sun Link reserves the right to award by individual line item, by group of line items or a total, whichever is deemed most advantageous to Sun Tran, Sun Van and Sun Link. To provide adequate Contract coverage, at Sun Tran, Sun Van, and Sun Link's sole discretion, multiple awards may be made.

I) TREATMENT OF INDUSTRIAL INJURIES

- A. Contractor shall provide proper medical care and treatment to all Sun Tran, Sun Van and Sun Link employees who suffer industrial injuries and are referred to the Contractor. Contractor shall, in each case, promptly provide all care that is necessary and proper for the well-being of the patient. The intent being to enable the patient to return to work productively, without detriment to his or her health, at the earliest possible date. For persons being returned to light duty, Contractor shall note his or her specific work restrictions, and provide them with a work status slip outlining these restrictions when the individual leaves Contractor's office.
- B. Contractor shall date and time stamp all patients in and out.
- C. Contractor shall call to advise the Human Resources Director, or the designee, if a patient does not show up for a scheduled appointment.
- D. Contractor shall provide 24-hour, 7 days per week telephone service for professional medical advice in emergency situations, including post-accident and random drug & alcohol testing during and after hours.
- E. Contractor shall e-mail Human Resources and Risk Management, or the designee with patients' work status updates.
- F. In furnishing such medical care and treatment, Contractor will adhere to the highest professional standards and will, in all respects, comply with the applicable regulations of the Industrial Commission of Arizona and the laws of the State of Arizona, and in the case of all drug and alcohol testing, the Federal Transportation Regulations,

and shall furnish all reports required therein within 24 hours. All medical reports for industrial injuries shall be typed and received by Sun Tran, Sun Van, and Sun Link no later than 24 hours after examination.

- G. For each patient treated, the physician shall make a report of the patient's condition, diagnosis and prognosis, and shall sign the report and forward a copy to Sun Tran, Sun Van and Sun Link 's Risk Management division **and** the Human Resources designee or assigned designee. When indicated, the physician shall provide the patient with a work release in a form acceptable to Sun Tran, Sun Van and Sun Link.
- H. It is explicitly understood and agreed that not all injured employees will be examined or treated by Contractor. The number of injured employees to be treated will be at the discretion of the employees concerned, or of Sun Tran, Sun Van and Sun Link. ***Sun Tran, Sun Van and Sun Link reserve the right to send employees to other agencies for any of these services if the Contractor cannot comply on a timely basis.***
- I. In addition to services provided above, the Contractor agrees to provide consultative assistance to Sun Tran, Sun Van and Sun Link on a fee basis when required on matters relating to industrial medicine. On occasion, Sun Tran, Sun Van, and Sun Link may require information relating to the relative toxicity of certain chemicals or on work procedures used by Sun Tran, Sun Van and Sun Link employees; however, Sun Tran, Sun Van and Sun Link do not expect this advice to take the place of an independent industrial hygienist. ***Please note on your proposal and price page if the services of an industrial hygienist are available and the hourly rate.***

II) PRE-EMPLOYMENT AND OTHER MEDICAL EXAMINATIONS

- A. Pre-employment physical examinations for all safety-sensitive employees are conducted pursuant to the United States Department of Transportation Regulations (DOT). The Human Resources Director or the designee(s) for Sun Tran, Sun Van and Sun Link will be the Contractor's liaison for all pre-employment physicals.
- B. The Contractor shall provide, or cause to be provided, medical examinations and related services to persons who are referred by Sun Tran, Sun Van and Sun Link and who produce satisfactory photographic identification.
- C. The Contractor shall:
 - 1. Perform pre-employment medical examinations to include:
 - a. Review of a Health Questionnaire (Questionnaire forms to be provided by Contractor).
 - b. Physical examination as indicated on bid proposal.
 - c. Medical evaluations and reports indicating problem areas and identifying job limitations.
 - d. Laboratory work including:
 - (a) Urinalysis, simple (Sugar, Albumin, Sp., Gr.)
 - (b) Drug Screen
 - (c) Blood (Hemoglobin, Hematocrit)
 - (d) Pulmonary Function Test (body shop or any others requiring usage of respiratory protection)
 - (e) Hepatitis B injection (service island personnel only)
 - 2. Assure that all facets of the Pre-employment Medical Examination Program are performed by a duly licensed physician with the exception of routine details associated with the examination which may be performed by qualified support personnel under the supervision of a licensed physician.
 - 3. Assure that the medical examination is performed in accordance with professional medical standards and DOT 49 CFR Part 40 and FTA 49 CFR Part 655 regulations.
 - 4. Maintain an operational capability that will, under normal circumstances, provide for the scheduling of examinations on a same day or next day basis from date of request and provide a typed narrative

report of examination within 24 hours from date of examination. The Contractor shall also provide no more than a 24-hour delay in relaying drug/alcohol testing results.

5. Maintain permanent files on each individual examined, which may include Health History Questionnaire, Report of Medical Examination, Laboratory Records, X-Rays and other related documentation.
- D. Contractor shall provide the Sun Tran, Sun Van and Sun Link Human Resources Department, or designee, one (1) copy of the pre-employment medical evaluation (the original if possible) either by mail or sent electronically, as soon as possible.

III) RECERTIFICATION MEDICAL EXAMINATIONS

The Contractor shall provide recertification physicals to all employees holding U. S. Department of Transportation (DOT) cards. This includes, but is not limited to, Coach Operators and Mechanics.

- A. Examinations will be performed in general accordance with DOT regulations.
 1. Medical History and physical examination.
 2. Dipstick Urinalysis
- B. The Contractor will accept, incorporate to, and maintain medical records received from another physician as part of the medical records for Sun Tran, Sun Van, and Sun Link employees. Pre--employment physical information must be part of the medical records of the Contractor providing annual physicals and treating industrial injuries.
- C. Maintain an operational capability that will, under normal circumstances, provide for the scheduling of examinations on a same day or next day basis from date of request and provide a typed narrative report of examination within 24 hours from date of examination.
- D. Saturday operational hours for recertification examinations.
- E. Maintain an operational group of personnel who will only maintain Sun Tran, Sun Van, and Sun Link's medical records.
- F. Contractor shall provide the Sun Tran, Sun Van and Sun Link Human Resources Department, or designee, one (1) copy of the recertification medical evaluation (the original if possible) either by mail or sent electronically, as soon as possible.

IV) DRUG & ALCOHOL SCREENS

Refer to Attachment D, E and F for Sun Tran, Sun Van, and Sun Link's Drug & Alcohol Policy and statement regarding illegal drug use and alcohol misuse by safety sensitive employees.

- A. The Contractor will provide, per DOT Regulations, the following:
 1. Types of Drugs (or their metabolites) to be screened under 49 CFR Part 40:
 - a. Marijuana metabolites
 - b. Cocaine metabolites
 - c. Amphetamines
 - d. Opioids
 - e. Phencyclidine (PCP)

- B. Sun Tran, Sun Van, and Sun Link are required to test employees who perform sensitive safety functions under the following circumstances:
 - 1. Pre-employment
 - a. All prospective employees to be hired
 - b. All employees working light duty in a non-safety sensitive position or employees who have been out on a medical leave will be subject to a regulated pre-employment drug screen if out of the random selections pool for 90 days or more.
 - 2. Reasonable Suspicion
 - 3. Post-Accident
 - 4. Random
 - 5. Return to duty
 - 6. Follow-up Testing
- C. Laboratory
 - 1. Must be SAMSHA certified.
 - 2. Sun Tran, Sun Van, and Sun Link must receive a quarterly statistical report on drug and alcohol testing.
- D. Contractor must be available for random, post-accident, and reasonable suspicion drug and/or alcohol testing as scheduled/required to include all hours outside of Contractor's normal operating hours.
- E. The Contractor shall also provide no more than a 24-hour delay in relaying drug/alcohol testing results.
- F. The Contractor shall provide a copy of ALL drug screens or alcohol tests that have been performed on that day per FTA Regulations. Copies shall be sent electronically to the assigned Sun Tran, Sun Van, or Sun Link designee.
- G. The Employer Copy (Copy 4) of the Federal Drug Testing Custody and Control Form and the original DOT Alcohol Testing form shall be hand delivered to Sun Tran, Sun Van, and Sun Link's Drug & Alcohol Program Manager (DAPM) or the Designated Employer Representative (DER). Drug testing results shall be sent electronically, and original hand delivered as soon as they are released by the MRO/Lab.
- H. Managing the random selections pursuant to the FTA drug/alcohol pool. The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made. Random selection reports shall be completed and transmitted via secured email to the Sun Tran, Sun Van and Sun Link DERs before close of business on the 1st day of every month.
- I. Annual Management Information System (MIS) Reports: pursuant to 49 CFR 655.72, the Contractor shall submit the annual MIS reports to the Sun Tran, Sun Van and Sun Link DERs for review and approval via secured email prior to January 31st each calendar year.

V.) MISCELLANEOUS

- A. Return to Work Exam: The Contractor will evaluate the employee's ability to return to work in their assigned position.
 - 1. When the Contractor requires medical information from the employee's health care provider to make the determination of work status, it is the employee's responsibility to obtain all pertinent medical information from their health care provider to complete the evaluation.

2. If the Contractor needs additional information on the employee's assigned position in order to complete the evaluation, Contractor will obtain the job description from Sun Tran, Sun Van or Sun Link.
 3. Diagnostic testing or medical treatment of the condition will not be performed by the Contractor to determine the work status of the employee.
 4. Determination of the employee's ability to return to work in their assigned position will be provided in the following manner:
 - a. Employee can perform the essential functions of the position without restriction.
 - b. Employee can perform the essential functions of the position with restriction(s). Restrictions must be specified, including whether or not they are permanent, if known.
 - c. Employee cannot perform the essential functions of the position.
 - d. In cases where a determination cannot be made on the same day of the examination because additional information is required from the employee's personal health care provider, the designated Company Representative and the employee will both be provided with a work status that will address the employee's ability to safely and effectively perform job duties to include the operation of equipment and will remain in effect until the additional information required or requested is received and reviewed by the Contractor at which time a final recommendation must be made to Sun Tran, Sun Van or Sun Link. Examples shall be "off work – pending review," or "restricted duty – pending review"
 5. Contractor must provide the work status and/or recommendations to the employee upon completion of the examination before the employee leaves the premises. The work status must also be provided to Sun Tran, Sun Van, or Sun Link designee on the same day of the examination via email.
- C. Fitness for Duty Exam: Contractor will perform Fitness for Duty examinations only at Sun Tran, Sun Van and/or Sun Link's request. Fitness for Duty examinations will be pre-scheduled by Sun Tran, Sun Van and Sun Link and are limited to job related factors consistent with the assigned position of the employee.
1. Sun Tran, Sun Van and Sun Link will provide the Contractor with: a cover letter, copy of the job description, documented concerns of the employee's ability to perform in their assigned position, and any job specific questions to address.
 2. The Contractor is responsible determining what additional information is needed in order to complete the examination. When the Contractor requires medical information from the employee's health care provider, it is the employee's responsibility to obtain all pertinent medical information from their health care provider to complete the examination.
 3. Determination of the employee's fitness for duty in their assigned position will be provided in the following manner:
 - a. Employee can perform the essential functions of the position without restriction.
 - b. Employee can perform the essential functions of the position with restriction(s). Restrictions must be specified, including whether or not they are permanent, if known.
 - c. Employee cannot perform the essential functions of the position.

- d. In cases where a determination cannot be made on the same day of the examination because additional information is required from the employee's personal health care provider, the designated Company Representative and the employee will both be provided with a work status that will address the employee's ability to safely and effectively perform job duties to include the operation of equipment and will remain in effect until the additional information required or requested is received and reviewed by the Contractor at which time a final recommendation must be made to Sun Tran, Sun Van or Sun Link. Examples shall be "off work – pending review," or "restricted duty – pending review"
 4. Contractor must provide the work status and/or recommendations to the employee upon completion of the examination before the employee leaves the premises. The work status must also be provided to the designated Company Representative on the same day of the examination via email
 5. Diagnostic testing or medical treatment of the condition will not be performed by the Contractor to determine the employee's fitness for duty.
- D. Weekly Log:
1. Contractor will be required to provide a weekly log to include all work performed as part of this Contract. The log will be provided no later than the Monday end of business of the following week.
 2. The log will include the name, date of service, type of service and a checklist of all required documents to include the date provided to Sun Tran/Sun Van/Sun Link.
 3. In the event the log has not been provided or the log is missing information, Sun Tran/Sun Van/Sun Link, have at their discretion, the right to hold payment until the information is provided.
- E. Contractor shall provide one staff employee to proof all medical examinations, drug or alcohol testing forms that have been performed *prior* to releasing the paperwork to either the employee or employer.
- F. Contractor shall provide the company with an after-hours contact and certified personnel to perform all random drug and alcohol tests that are sent before and after office hours, per FTA Regulations.
- G. Personnel from Sun Tran, Sun Van and Sun Link will conduct periodic audits on alcohol and urine testing procedures at the collection site.
- H. Contractor shall provide certifications that all employees have completed the collector training and all registered medical examiners on the Federal Motor Carrier Safety Administration's National Registry of Certified Medical Examiners.
- I. Contractor's facilities must be clean and provide updated equipment. Facilities must maintain a professional environment with sufficient personnel, organized systems and courteous customer service.

VI.) DOCTOR/PATIENT RELATIONSHIP: The Contractor and all professionals providing services under this agreement shall, at all times, maintain the ethical standards and duties required of them in performing examinations.

VII.) PROFESSIONAL AUDITOR: Sun Tran, Sun Van and Sun Link will select and authorize a professional auditor to conduct or have conducted periodic quality audits of the professional standards of examinations and care rendered under this Contract. These professional audits shall be conducted at the expense of Sun Tran, Sun Van and Sun Link by a qualified licensed medical doctor. The professional auditor and representatives, with written authorization to act for him/her, shall, at all times during the term(s) of this Contract, have the right to inspect the facilities and accommodations provided for the fulfillment of the Contract, and access to such facilities and accommodations shall be made available. Provided, however, that no such inspection shall, directly or indirectly, interfere with or adversely

affect the operations of, or functions to be performed in such facilities or accommodations; and, that such inspection shall be confined to that which would be permitted under applicable standards of professional ethics pertaining to the practice of medicine.

VIII.) ASSOCIATES: Sun Tran, Sun Van and Sun Link retain the right to approve any associate named by the Contractor and to exclude any associate from providing services to Sun Tran, Sun Van and Sun Link under this Contract.

IX.) RECORDS: Records shall be maintained for each person examined to the extent and degree professionally required, and upon such records shall be indicated on the date of each visit by such person, the type of examination, the diagnosis, and any other vital and pertinent data deemed by the examining doctor to be necessary for the proper evaluation of such person's medical condition.

Any change made to any person examined shall be recorded on that person's records. All records shall be made available for inspection, to the extent professionally ethical and permitted, to the authorized representative of Sun Tran, Sun Van, Sun Link and the professional auditor.

The Contractor shall provide Sun Tran, Sun Van and Sun Link with a monthly summary of services rendered per person within 4 days of the last day of the month within which the services were rendered.

X.) PATIENT'S AUTHORIZATION: Notwithstanding anything herein to the contrary, no information pertaining to a patient shall be released or made available to anyone other than the authorized representative of Sun Tran, Sun Van, Sun Link, or the patient, unless the patient has first authorized in writing the release of such information.

XI.) BILLING

- A. Contractor shall invoice Sun Tran, Sun Van, and Sun Link separately and on a monthly basis for services provided.
- B. Contractor shall email invoices to the designated Contract Representative for each entity (Sun Tran, Sun Van and Sun Link).
- C. Invoices shall, at minimum, reflect the following information:
 - 1. Sun Tran, Sun Van or Sun Link
 - 2. Employee's name
 - 3. Date of Service
 - 4. Service performed
 - 5. Correct Contract Price for each service provided

XII.) COMPENSATION AND METHOD OF PAYMENTS: It is understood and agreed that the amounts to be paid as provided below include all sums which the Contractor shall receive in behalf of and, in turn, pay to the professionals providing the services. It is also understood and agreed that individuals receiving services under the terms of this Contract are not obligated to make any payments to the Contractor, except as may be specifically set forth in the Contractor's proposal incorporated herein in this reference.

- A. Treatment of Industrial Injuries (to include physical therapy): For its services in this area, Sun Tran, Sun Van and Sun Link shall compensate the Contractor, or shall cause its authorized Workers Compensation Claims Administrator to compensate the Contractor, in accordance with the terms set forth in the Contractor's proposal, which is incorporated into this Contract by reference.

Such compensation shall not exceed the rates set forth in the Medical Fee Schedule adopted by the Industrial Commission of Arizona. Whenever changes may be made in the Medical Fee Schedule, the Contractor's

compensation will be adjusted proportionately, as of the effective date of such changes established by the Industrial Commission.

- B. Medical Examinations: For its services in this area, Sun Tran, Sun Van and Sun Link will compensate the Contractor at the rates set forth in their proposal for the examinations completed during the previous month.

XIII.) LAWS AND ORDINANCES: The Contractor shall procure all permits and licenses, pay all charges and fees necessary and incidental to the lawful conduct of the services.

It shall keep itself fully informed of all existing and future, federal, state and local laws, ordinances and regulations that in any manner affect the fulfillment of the Agreement and comply with the same.

XIV.) ASSIGNMENT: The Contractor shall not assign any rights acquired hereby or mortgage this Contract without first obtaining the written consent from Sun Tran, Sun Van and Sun Link which may be withheld for good cause stated.

XV.) NON-WAIVER PROVISIONS: No waiver of default by Sun Tran, Sun Van and Sun Link of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Contractor shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained.

PROPOSAL EVALUATION REQUIREMENTS

1. PROPOSAL EVALUATION CRITERIA - (listed in relative order of importance)

- A. Firm and Individual Qualifications and Experience
- B. Method of Approach
- C. Proposed Fee
- D. Locations, Visit and Evaluation of Facilities and Interview, if applicable

2. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA - The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at minimum, the following:

A. Firm and Individual Qualifications and Experience

- 1. Offeror shall provide a brief history of the organization.
- 2. Offeror shall detail the firm's experience on at least three (3) projects of similar nature. This shall include a description of the project, dates of project, and client contact name, address and phone number.
- 3. A list of specific qualifications the Offeror has in supplying the services listed in this proposal, including any professional designations and affiliations, certifications or licenses, etc. Offeror must identify proposed staff members and submit resumes detailing respective qualifications. Proposal should include information on levels of training received by each staff member and detailed descriptions of their involvement with projects of similar or identical scopes. Proposal must include detail on the criteria for staff member selection and list efforts made for screening of prospective personnel.
- 4. Offeror shall submit a list of at least five (5) references from past clientele. Information must include classification and description of services received.
- 5. Offeror must have a Board-Certified Occupational Medicine doctor on staff or under long-term Contract for consult. A copy of the Contract and Board Certification must be included with proposal.

B. Method of Approach

- 1. Offeror shall prepare a detailed Method of Approach to the Scope of Work which indicates the service proposed to be performed by the Offeror. This section should confirm Offeror understands of this RFP. Offeror should clearly outline the recommended approach of the organization in meeting the responsibilities that Sun Tran, Sun Van and Sun Link have outlined. The Method and Approach for each service should be addressed in a manner that reflects understanding and commitment to providing services as needed in a professional and timely manner. Offeror should clearly distinguish tasks that Offeror will undertake as distinguished from those which are the responsibility of Sun Tran, Sun Van, and Sun Link. Absence of this distinction shall mean Offeror is fully assuming responsibility for all tasks. The proposal must address in depth how Offeror plans to meet the requirements of each of the services and activities outlined in the Scope of Work of this RFP.
- 2. Offeror must explain how their administrative process will ensure that appropriate levels of attention are given, and that work is properly performed.
- 3. Offeror shall provide information on facility location and hours of operation. Additionally, Offeror shall state days and hours of the week that a Certified Occupational Medicine Doctor(s) at the clinic is available for dedication to Sun Tran, Sun Van and Sun Link's employees. Offeror's facilities must be clean and provide

updated equipment. Facilities must maintain a professional environment with sufficient personnel, organized systems, and courteous customer service.

4. Offeror shall detail its method of self-checking and tracking system. A Quality Assurance Program must be effective in tracking problem areas and in monitoring quality of service.

C. Proposed Fee

1. Offerors shall provide fee cost proposals as requested on the Price Page herein.

D. Location, Visit and Evaluation of Facilities and Interview

1. Accessibility to each of the three sites.
2. Interviews and/or site visits may be conducted with Offerors determined to be reasonable susceptible of being selected for award. Reasonable susceptibility shall be determined utilizing other evaluation criteria listed above.

3. GENERAL

- A. Shortlist:** Sun Tran, Sun Van, and Sun Link reserve the right to shortlist the Offerors on all the stated criteria. However, Sun Tran, Sun Van and Sun Link may determine that shortlisting is not necessary.
- B. Interviews:** Sun Tran, Sun Van, and Sun Link reserve the right to conduct interviews with some or all the Offerors at any point during the evaluation process. However, Sun Tran, Sun Van and Sun Link may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. Sun Tran, Sun Van and/or Sun Link shall not reimburse the Offeror for the costs associated with the interview process. The interview may consist of a short presentation by the Offeror after which Sun Tran, Sun Van and Sun Link may ask questions and/or request clarification related to any element of a proposal and its qualifications. Sun Tran, Sun Van and Sun Link may also enter negotiations with the Offeror.
- C. Additional Investigations:** Sun Tran, Sun Van, and Sun Link reserve the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any firm submitting a proposal.
- D. Prior Experience:** Experiences with Sun Tran, Sun Van, Sun Link, the City of Tucson, and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response shall be taken into consideration when evaluating offers.
- E. Vendor Selection:** The Offeror awarded for the Sun Tran, Sun Van and Sun Link Occupational Health Services will be selected based on offering the greatest benefit, and not just the lowest price. The evaluation will be weighed heavily for Offerors meeting the evaluation criteria. Offerors that demonstrate all elements for the RFP will be given consideration.
- F. Best and Final Offer:** The Offeror remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). For this request, Offerors may be asked to provide additional information, confirm, or clarify issues and submit a final price offer. The BAFO's will be scored in the same manner as the original proposals.
- G. Multiple Awards:** Sun Tran Procurement Department reserves the right to award by individual line item, by group of line items or a total, whichever is deemed most advantageous to Sun Tran, Sun Van and Link. To provide adequate Contract coverage, at Sun Tran Procurement Department's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. INSURANCE:

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to Sun Tran Procurement Department at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include Sun Tran, Sun Van and Sun Link as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary, and that any insurance carried by Sun Tran, Sun Van and Sun Link will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Project	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Workers' Compensation (applicable to the State of Arizona)*1	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
III. Professional Liability (Errors & Omissions) - In addition to I, II.	
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

*1 Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

- D. **ADDITIONAL INSURANCE REQUIREMENTS:** All policies shall include, or be endorsed to include the following provisions:
 - 1. A waiver of subrogation endorsement in favor of Sun Tran, for losses arising from work performed by or on behalf of the Contractor.
 - 2. The insurance afforded the Contractor shall be primary insurance and that any insurance carried by Sun Tran, Sun Van, Sun Link and its agents, officials or employees shall be excess and not contributory.
 - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- E. **NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this Contract in the insurance policies above shall require (30) days written notice to Sun Tran Procurement Department. Such notice shall be sent directly to the Sun Tran Procurement Department.

F. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. Sun Tran, Sun Van and Sun Link in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. VERIFICATION OF COVERAGE: Contractor shall furnish Sun Tran Procurement Department with certificates of insurance (ACORD form or equivalent approved by Sun Tran Procurement Department) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by Sun Tran Procurement Department before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon Sun Tran Procurement Department's request, is a material breach of Contract.

All certificates required by this Contract shall be sent directly to the Sun Tran Procurement Department.

The Contract number and project description shall be noted on the certificate of insurance. Sun Tran, Sun Van and Sun Link reserve the right to require complete copies of all insurance policies required by this Contract at any time.

H. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to Sun Tran Procurement Department separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

J. CONFIDENTIAL MATERIAL: The Contractor will make all claim reports and files available to legal counsel selected by Sun Tran, Sun Van and Sun Link for the defense of lawsuits. All claim reports and files relating to Sun Tran, Sun Van and Sun Link will be kept strictly confidential and will not be released except at the direction of a court or Sun Tran's Risk Manager.

2. TERM OF CONTRACT: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year thereafter, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Sun Tran Procurement Department shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Sun Tran Procurement Department, exercise such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

3. PRICE ADJUSTMENT: Sun Tran Procurement Department may review a fully documented request for a price adjustment only after the Contract has been in effect for one (1) year. A price adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process. Sun Tran Procurement Department shall determine whether the requested price adjustment or an alternate option is in the best interest of Sun Tran, Sun Van and Sun Link. Any price adjustment will be effective upon the effective date of the Contract extension. Revised price(s) will not become effective until revised list(s) are submitted to Sun Tran Procurement Department under vendor cover letter identifying the applicable Contract and purchase order number. Contractor cover letter and pricing list(s) must be dated, signed and submitted to Sun Tran Procurement Department, 3920 N. Sun Tran Blvd., Tucson, Arizona 85705.

4. KEY PERSONNEL: It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions.

- A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to Sun Tran, Sun Van and Sun Link Contract Representatives and Sun Tran Procurement Department.
 - B. If key personnel are not available for work under this Contract for a continuous period exceeding five (5) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify Sun Tran, Sun Van and Sun Link Contract Representatives and Sun Tran Procurement Department, and shall, subject to the concurrence of Sun Tran, Sun Van and Sun Link, replace such personnel with personnel of substantially equal ability and qualifications.
- 5. REMOVAL OF KEY PERSONNEL:** The selected Contractor acknowledges that any person assigned to work under this Contract must perform their duties so as to not unduly impair Contract performance. By assigning a person to work under this Contract, the Contractor agrees to be responsible for the work and behavior of that person during contract performance.
- The Contractor acknowledges that Sun Tran has the right to require the removal of any Contractor's employee that Sun Tran, Sun Van and Sun Link determine at its sole discretion to be negatively effecting performance of work under the Contract. Examples of such behavior include: (1) conduct which poses a threat to the safety of anyone working under the Contract; (2) conduct which is disruptive to Contract performance; (3) careless work.
- 6. PERFORMANCE:** Contractor agrees that, from and after the date that the applicable services commence, its performance of the Scope of Work will meet or exceed industry best practices subject to the limitations and in accordance with the provisions set forth in this Contract. If the Scope provided pursuant to this Contract are changed, modified or enhanced (whether by Change Order or through the provision of new Scope), Sun Tran Procurement Department and the Contractor will review the current performance experience and will in good faith determine whether such experience should be adjusted and whether additional services should be implemented or whether services be removed.
- 7. RECORDS:** Pursuant to provisions of Title 35, Chapter 1, Article 6, Arizona Revised Statutes, Sect. 35-214 and 35-215, each Contractor shall retain, and shall contractually require each subcontractor to retain all books, accounts, reports, files and other records relating to the acquisitions and performance of the Contract for a period of two years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of Sun Tran Procurement Department.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of Sun Tran's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and Sun Tran and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of Sun Tran Procurement Department, and no delegation of any duty of the Contractor shall be made without prior written permission of Sun Tran's Director of Procurement. Sun Tran shall not unreasonably withhold approval and shall notify the Contractor of Sun Tran's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to Sun Tran, Sun Van and Sun Link, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of Sun Tran, Sun Van and Sun Link. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by Sun Tran Procurement Department.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to Sun Tran, Sun Van and Sun Link for the purpose of assuring that no information contained in its records or obtained from Sun Tran, Sun Van and Sun Link or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to Sun Tran Procurement Department. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by Sun Tran Procurement Department.
10. **CONTRACT AMENDMENTS:** Sun Tran Procurement Department has the sole authority to initiate the following:
 - A. Amend the Contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or Contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the Contract.

This Contract shall only be modified with the approval of the Sun Tran Procurement Department and Contractor. Except in the case of a documented emergency, approval must be granted prior to performance. Any Contract modification not explicitly approved by the Sun Tran Procurement Department through a written Contract Amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by Sun Tran, Sun Van and Sun Link.

- 11. CONTRACT:** The Contract shall be based upon the Request for Proposal issued by Sun Tran Procurement Department and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. Sun Tran Procurement Department reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Sun Tran's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between Sun Tran, Sun Van and Sun Link and the Contractor relating to this requirement and shall prevail over any and all previous agreements, Contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson & Sun Tran, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 14. EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e et.seq.; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of Sun Tran, Sun Van and Sun Link and shall not be used or released by the Contractor or any other person except with prior written permission by Sun Tran Procurement Department.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. Sun Tran, Sun Van and Sun Link retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each Contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. Sun Tran, Sun Van and/or Sun Link may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a

specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. GRATUITIES: Sun Tran Procurement Department may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of Sun Tran, Sun Van and/or Sun Link amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by Sun Tran Procurement Department pursuant to this provision, Sun Tran, Sun Van and/or Sun Link shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. HUMAN RELATIONS: Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Sun Tran, Sun Van and Sun Link, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against Sun Tran, Sun Van and Sun Link, its agents, representatives, officers, officials, employees and volunteers for losses arising from the work

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to Sun Tran, Sun Van and/or Sun Link as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against Sun Tran, Sun Van and/or Sun Link, or Contractor fails to meet reporting requirements to section 6056 resulting in a penalty, Contractor indemnifies Sun Tran, Sun Van and Sun Link from and shall pay any assessed tax penalty.

21. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by Sun Tran, Sun Van and/or Sun Link.

Sun Tran, Sun Van and/or Sun Link will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a Sun Tran, Sun Van and/or Sun Link payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

22. INSPECTION AND ACCEPTANCE: All material or service is subject to final inspection and acceptance by Sun Tran, Sun Van and/or Sun Link. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
- 24. ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.
- 25. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 26. LIENS:** All materials, services, and other deliverables supplied to Sun Tran, Sun Van and/or Sun Link under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by Sun Tran, Sun Van and/or Sun Link. Upon Sun Tran, Sun Van and/or Sun Link's request, the Contractor shall provide a formal release of all liens.
- 27. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 28. NON-EXCLUSIVE CONTRACT:** Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Sun Tran, Sun Van and Sun Link. Sun Tran, Sun Van and/or Sun Link reserves the right to obtain like goods or services from another source when necessary.
- 29. OVERCHARGES BY ANTITRUST VIOLATIONS:** Sun Tran, Sun Van and Sun Link maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to Sun Tran, Sun Van and Sun Link any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 30. PAYMENT:** Sun Tran Procurement Department will issue a Purchase Order for Sun Tran, Sun Van and Sun Link and pay subsequent invoices by one of the following payment methods upon receipt of goods or services in good order:
- A. Check
 - B. Electronic Funds Transfer: Contractor may sign up for EFT, no charge to Contractor, by submitting an EFT application to the City of Tucson. An application can be provided by Sun Tran upon request.
 - C. Credit Card: No convenience fees will be reimbursed, and all credit card fees will be incurred by Contractor.
- The Contractor shall notify Sun Tran Procurement Department of their preferred payment method at least 2 weeks prior to the issuance of an invoice. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services. The Contractor's payment terms shall apply to all purchases and to all payment methods.
- 31. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on Sun Tran, Sun Van and/or Sun Link properties. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to Sun Tran, Sun Van and/or Sun Link, as determined and approved by Sun Tran's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, Sun Tran, Sun Van and/or Sun Link will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

- 32. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 33. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Sun Tran, Sun Van and/or Sun Link may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 34. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 35. RIGHT TO INSPECT:** Sun Tran, Sun Van and/or Sun Link may, at reasonable times, and at Sun Tran, Sun Van and/or Sun Link's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 36. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of Contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 37. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 38. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 39. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of Sun Tran's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not subcontractors are used.
- 40. SUBSEQUENT EMPLOYMENT:** Sun Tran Procurement Department may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of Sun Tran, Sun Van and/or Sun Link, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from Sun Tran's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 41. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by Sun Tran Procurement Department, with or without cause, upon giving thirty (30) days written notice. Sun Tran Procurement Department, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, Sun Tran, Sun Van and/or Sun Link shall be liable only for payment under the payment provisions of this

Contract for services rendered and accepted material received by Sun Tran, Sun Van and/or Sun Link before the effective date of termination.

Sun Tran Procurement Department reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. Sun Tran Procurement Department will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of Sun Tran, Sun Van and/or Sun Link, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of Sun Tran, Sun Van and/or Sun Link, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of Sun Tran, Sun Van and/or Sun Link, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of Sun Tran, Sun Van and/or Sun Link, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives Sun Tran, Sun Van and/or Sun Link a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of Sun Tran, Sun Van and/or Sun Link created by this Contract is conditioned upon the availability of Sun Tran, Sun Van, Sun Link, City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by Sun Tran, Sun Van and/or Sun Link and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by Sun Tran Procurement Department at the end of the period for which funds are available. Sun Tran Procurement Department will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to Sun Tran, Sun Van and/or Sun Link in the event this provision is exercised, and Sun Tran, Sun Van and/or Sun Link shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

42. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to Sun Tran, Sun Van and/or Sun Link until Sun Tran, Sun Van and/or Sun Link actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

43. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by Sun Tran, Sun Van and/or Sun Link shall not alter or affect the obligations of the Contractor or the rights of Sun Tran, Sun Van and/or Sun Link under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PRICE PAGE

Offerors shall state the rate charged for the provision of each service described herein. This rate shall be inclusive of all administrative costs including, but not limited to, direct and indirect costs for labor, materials, printing, mileage, postage, etc.

In compliance with the Request for Proposal and the Instructions to the Offerors, the undersigned hereby proposes and agrees to perform the services called for on the Contract and the single and lump sum rates specified below.

TREATMENT OF INDUSTRIAL INJURIES

Amount of discount from the Medical Fee Schedule adopted by the Industrial Commission of Arizona: _____%

PRE-EMPLOYMENT EXAMINATION

1. Medical History Examination \$ _____
2. Dipstick Urinalysis \$ _____
3. Vision Screening \$ _____
4. Drug Screen (**Regulated**) \$ _____
5. Audiogram (Medical classification 1 only.) \$ _____
6. **Lump Sum, Items 1-5** \$ _____

PRE-EMPLOYMENT EXAMINATION

1. Medical History Examination \$ _____
2. Dipstick Urinalysis \$ _____
3. Vision Screening \$ _____
4. Drug Screen (**Non-Regulated**) \$ _____
5. Audiogram (Medical classification 1 only.) \$ _____
6. **Lump Sum, Items 1--5** \$ _____

RECERTIFICATION PHYSICAL

1. Medical History and Physical Examination \$ _____
2. Dipstick Urinalysis \$ _____
3. Audiogram \$ _____
4. **Lump Sum, Items 1-3** \$ _____

DRUG/ALCOHOL SCREENS

1. 5-Panel Regulated Drug Screens \$ _____
2. 5-Panel Non-Regulated Drug Screens \$ _____
3. Alcohol Breathalyzer Test \$ _____
4. Confirmation \$ _____
5. Managing Random Selections \$ _____

PULMONARY FUNCTION TEST / HEPATITIS B INJECTION

1. Pulmonary Function Test (Sun Tran body shop or any others
requiring usage of respiratory protection) \$ _____
2. Each Hepatitis B Injection - (Sun Tran Service Island personnel
only - optional) \$ _____

AFTER HOURS SERVICES (additional charge) \$ _____

MISCELLANEOUS

1. Return to Work Exam \$ _____
2. Fitness for Duty Exam \$ _____

OPTIONAL

1. Industrial Hygienist \$ _____

OFFER AND ACCEPTANCE

OFFER

TO SUN TRAN:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

TUCSON TRANSIT MANAGEMENT, LLC.
dba SUN TRAN

Approved as to form this _____ day of _____, 2021.

Awarded this _____ day of _____, 2021.

As Assistant General Manager and not personally

Danielle Carley as Director of Procurement and not personally

ATTACHMENT A

SUBMITTAL REQUIREMENTS

1. Detailed response to Scope of Work and Evaluation Criteria:
 - A. Firm and Individual Qualifications and Experience
 - B. Method of Approach
 - C. Proposed Fee
 - D. Locations, Visit and Evaluation of Facilities and Interview, if applicable
2. Price Page(s)
3. Offeror must have a Board-Certified Occupational Medicine doctor on staff or under long-term contract for consult. A copy of the contract and Board Certification must be included with proposal.
4. Insurance documents
5. Signed Offer and Acceptance Page
6. Signed Amendment(s) (If applicable)
7. Submittal Format:
 - A. Original copy shall be single-single sided, three hole punched, in a binder and clear labeled "Original".
 - B. The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document, the response to the Evaluation Criteria and completed Price Page.
 - C. An original and 5 copies (6 total) of each proposal.
 - D. One electronic copy of the proposal on cd, disc, zip disc or USB flash drive in MS Office 2010 or .pdf format.
 - E. Proposals must be submitted in a sealed envelope or package. The words "SEALED PROPOSAL" with the Request for Proposal Title, Request for Proposal Number, Proposal Due Date and Time and Offeror's Name & Address shall be written on the envelope or package.
 - F. Proposals must be delivered to Sun Tran's Parts Department prior to due date and time.

ATTACHMENT B

SUN TRAN, SUN VAN & SUN LINK'S MEDICAL CLINIC UTILIZATION

January 1, 2019, through April 30, 2021

SUN TRAN

Physicals, includes:	1,185
• Pre-Employment	
• Recertification	
• Return-to-Duty	
Drug Screens & Breath Alcohol Tests includes:	1,273
• Pre-Employment	
• Random	
• Post-Accident	
• Reasonable Suspicion	
• Follow-Up	
Workers' Comp Injuries:	197

SUN VAN

Physicals, includes:	448
• Pre-Employment	
• Recertification	
• Return-to-Duty	
Drug Screens & Breath Alcohol Tests includes:	480
• Pre-Employment	
• Random	
• Post-Accident	
• Reasonable Suspicion	
• Follow-Up	
Worker's Comp Injuries:	24

SUN LINK

Physicals, includes:	24
• Pre-Employment	
• Recertification	
• Return-to-Duty	
Drug Screens & Breath Alcohol Tests includes:	111
• Pre-Employment	
• Random	
• Post-Accident	
• Reasonable Suspicion	
• Follow-Up	
Workers' Comp Injuries:	1

ATTACHMENT C (Pages 32-40)
Medical Examination Report
For Commercial Driver Fitness Determination

ATTACHMENT D (Pages 41-62)
Sun Tran Drug & Alcohol Policy 2021

ATTACHMENT E (Pages 63-73)
Sun Van Drug & Alcohol Policy 2021

ATTACHMENT F (Pages 74-95)
Sun Link Drug & Alcohol Policy 2019

Public Burden Statement

A Federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0006. Public reporting for this collection of information is estimated to be approximately 25 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.



U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

Medical Examination Report Form

(for Commercial Driver Medical Certification)

MEDICAL RECORD #

(or sticker)

SECTION 1. Driver Information *(to be filled out by the driver)***PERSONAL INFORMATION**

Last Name: _____ First Name: _____ Middle Initial: _____ Date of Birth: _____ Age: _____
Street Address: _____ City: _____ State/Province: _____ Zip Code: _____
Driver's License Number: _____ Issuing State/Province: _____ Phone: _____ Gender: ☐ M ☐ F
E-mail *(optional)*: _____ CLP/CDL Applicant/Holder*: ☐ Yes ☐ No
Driver ID Verified By**: _____
Has your USDOT/FMCSA medical certificate ever been denied or issued for less than 2 years? ☐ Yes ☐ No ☐ Not Sure

*CLP/CDL Applicant/Holder: See instructions for definitions.

**Driver ID Verified By: Record what type of photo ID was used to verify the identity of the driver, e.g., CDL, driver's license, passport.

DRIVER HEALTH HISTORY

Have you ever had surgery? If "yes," please list and explain below.

☐ Yes ☐ No ☐ Not Sure

Are you currently taking medications *(prescription, over-the-counter, herbal remedies, diet supplements)*?
If "yes," please describe below.

☐ Yes ☐ No ☐ Not Sure

(Attach additional sheets if necessary)

This document contains sensitive information and is for official use only. Improper handling of this information could negatively affect individuals. Handle and secure this information appropriately to prevent inadvertent disclosure by keeping the documents under the control of authorized persons. Properly dispose of this document when no longer required to be maintained by regulatory requirements.

Last Name: _____ First Name: _____ DOB: _____ Exam Date: _____

DRIVER HEALTH HISTORY *(continued)*

Do you have or have you ever had:	Not				Not		
	Yes	No	Sure		Yes	No	Sure
1. Head/brain injuries or illnesses (e.g., concussion)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	16. Dizziness, headaches, numbness, tingling, or memory loss	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Seizures, epilepsy	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	17. Unexplained weight loss	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Eye problems (except glasses or contacts)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	18. Stroke, mini-stroke (TIA), paralysis, or weakness	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Ear and/or hearing problems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	19. Missing or limited use of arm, hand, finger, leg, foot, toe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Heart disease, heart attack, bypass, or other heart problems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	20. Neck or back problems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. Pacemaker, stents, implantable devices, or other heart procedures	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	21. Bone, muscle, joint, or nerve problems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. High blood pressure	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	22. Blood clots or bleeding problems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. High cholesterol	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	23. Cancer	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. Chronic (long-term) cough, shortness of breath, or other breathing problems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	24. Chronic (long-term) infection or other chronic diseases	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. Lung disease (e.g., asthma)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	25. Sleep disorders, pauses in breathing while asleep, daytime sleepiness, loud snoring	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. Kidney problems, kidney stones, or pain/problems with urination	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	26. Have you ever had a sleep test (e.g., sleep apnea)?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. Stomach, liver, or digestive problems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	27. Have you ever spent a night in the hospital?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. Diabetes or blood sugar problems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	28. Have you ever had a broken bone?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Insulin used	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	29. Have you ever used or do you now use tobacco?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. Anxiety, depression, nervousness, other mental health problems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	30. Do you currently drink alcohol?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. Fainting or passing out	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	31. Have you used an illegal substance within the past two years?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
				32. Have you ever failed a drug test or been dependent on an illegal substance?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other health condition(s) not described above:

☐ Yes ☐ No ☐ Not Sure

Did you answer "yes" to any of questions 1-32? If so, please comment further on those health conditions below.

☐ Yes ☐ No ☐ Not Sure
*(Attach additional sheets if necessary)***CMV DRIVER'S SIGNATURE**

I certify that the above information is accurate and complete. I understand that inaccurate, false or missing information may invalidate the examination and my Medical Examiner's Certificate, that submission of fraudulent or intentionally false information is a violation of [49 CFR 390.35](#), and that submission of fraudulent or intentionally false information may subject me to civil or criminal penalties under [49 CFR 390.37](#) and [49 CFR 386](#) Appendices A and B.

Driver's Signature: _____ Date: _____

SECTION 2. Examination Report *(to be filled out by the medical examiner)***DRIVER HEALTH HISTORY REVIEW**

Review and discuss pertinent driver answers and any available medical records. Comment on the driver's responses to the "health history" questions that may affect the driver's safe operation of a commercial motor vehicle (CMV).

(Attach additional sheets if necessary)

Last Name: _____ First Name: _____ DOB: _____ Exam Date: _____

TESTING

Pulse rate: _____ Pulse rhythm regular: ☐ Yes ☐ No

Height: ____ feet ____ inches Weight: ____ pounds

Blood Pressure	Systolic	Diastolic	Urinalysis	Sp. Gr.	Protein	Blood	Sugar
Sitting			Urinalysis is required. Numerical readings must be recorded.				
Second reading (optional)							
Other testing if indicated			Protein, blood, or sugar in the urine may be an indication for further testing to rule out any underlying medical problem.				

Vision

Standard is at least 20/40 acuity (Snellen) in each eye with or without correction. At least 70° field of vision in horizontal meridian measured in each eye. The use of corrective lenses should be noted on the Medical Examiner's Certificate.

Acuity

	Uncorrected	Corrected	Horizontal Field of Vision
Right Eye:	20/ ____	20/ ____	Right Eye: ____ degrees
Left Eye:	20/ ____	20/ ____	Left Eye: ____ degrees
Both Eyes:	20/ ____	20/ ____	

Applicant can recognize and distinguish among traffic control signals and devices showing red, green, and amber colors ☐ Yes ☐ No

Monocular vision ☐ Yes ☐ No

Referred to ophthalmologist or optometrist? ☐ Yes ☐ No

Received documentation from ophthalmologist or optometrist? ☐ Yes ☐ No

Hearing

Standard: Must first perceive whispered voice at not less than 5 feet OR average hearing loss of less than or equal to 40 dB, in better ear (with or without hearing aid).

Check if hearing aid used for test: ☐ Right Ear ☐ Left Ear ☐ Neither

Whisper Test Results

Right Ear Left Ear

Record distance (in feet) from driver at which a forced whispered voice can first be heard _____

OR**Audiometric Test Results**

Right Ear			Left Ear		
500 Hz	1000 Hz	2000 Hz	500 Hz	1000 Hz	2000 Hz
_____	_____	_____	_____	_____	_____
Average (right): _____			Average (left): _____		

PHYSICAL EXAMINATION

The presence of a certain condition may not necessarily disqualify a driver, particularly if the condition is controlled adequately, is not likely to worsen, or is readily amenable to treatment. Even if a condition does not disqualify a driver, the Medical Examiner may consider deferring the driver temporarily. Also, the driver should be advised to take the necessary steps to correct the condition as soon as possible, particularly if neglecting the condition could result in a more serious illness that might affect driving.

Check the body systems for abnormalities.

Body System	Normal	Abnormal	Body System	Normal	Abnormal
1. General	<input type="radio"/>	<input type="radio"/>	8. Abdomen	<input type="radio"/>	<input type="radio"/>
2. Skin	<input type="radio"/>	<input type="radio"/>	9. Genito-urinary system including hernias	<input type="radio"/>	<input type="radio"/>
3. Eyes	<input type="radio"/>	<input type="radio"/>	10. Back/Spine	<input type="radio"/>	<input type="radio"/>
4. Ears	<input type="radio"/>	<input type="radio"/>	11. Extremities/joints	<input type="radio"/>	<input type="radio"/>
5. Mouth/throat	<input type="radio"/>	<input type="radio"/>	12. Neurological system including reflexes	<input type="radio"/>	<input type="radio"/>
6. Cardiovascular	<input type="radio"/>	<input type="radio"/>	13. Gait	<input type="radio"/>	<input type="radio"/>
7. Lungs/chest	<input type="radio"/>	<input type="radio"/>	14. Vascular system	<input type="radio"/>	<input type="radio"/>

Discuss any abnormal answers in detail in the space below and indicate whether it would affect the driver's ability to operate a CMV. Enter applicable item number before each comment.

(Attach additional sheets if necessary)

Last Name: _____ First Name: _____ DOB: _____ Exam Date: _____

Please complete only one of the following (Federal or State) Medical Examiner Determination sections:**MEDICAL EXAMINER DETERMINATION (Federal)***Use this section for examinations performed in accordance with the Federal Motor Carrier Safety Regulations ([49 CFR 391.41-391.49](#)):*

- ☐ Does not meet standards (specify reason): _____
- ☐ Meets standards in [49 CFR 391.41](#); qualifies for 2-year certificate
- ☐ Meets standards, but periodic monitoring required (specify reason): _____
- Driver qualified for: ☐ 3 months ☐ 6 months ☐ 1 year ☐ other (specify): _____
- ☐ Wearing corrective lenses ☐ Wearing hearing aid ☐ Accompanied by a waiver/exemption (specify type): _____
- ☐ Accompanied by a Skill Performance Evaluation (SPE) Certificate ☐ Qualified by operation of [49 CFR 391.64](#) (Federal)
- ☐ Driving within an exempt intracity zone (see [49 CFR 391.62](#)) (Federal)
- ☐ Determination pending (specify reason): _____
- ☐ Return to medical exam office for follow-up on (must be 45 days or less): _____
- ☐ Medical Examination Report amended (specify reason): _____
- (if amended) Medical Examiner's Signature: _____ Date: _____
- ☐ Incomplete examination (specify reason): _____

If the driver meets the standards outlined in [49 CFR 391.41](#), then complete a Medical Examiner's Certificate as stated in [49 CFR 391.43\(h\)](#), as appropriate.

I have performed this evaluation for certification. I have personally reviewed all available records and recorded information pertaining to this evaluation, and attest that to the best of my knowledge, I believe it to be true and correct.

Medical Examiner's Signature: _____

Medical Examiner's Name (please print or type): _____

Medical Examiner's Address: _____ City: _____ State: _____ Zip Code: _____

Medical Examiner's Telephone Number: _____ Date Certificate Signed: _____

Medical Examiner's State License, Certificate, or Registration Number: _____ Issuing State: _____

☐ MD ☐ DO ☐ Physician Assistant ☐ Chiropractor ☐ Advanced Practice Nurse☐ Other Practitioner (specify): _____

National Registry Number: _____

Medical Examiner's Certificate Expiration Date: _____

Last Name: _____ First Name: _____ DOB: _____ Exam Date: _____

MEDICAL EXAMINER DETERMINATION (State)

Use this section for examinations performed in accordance with the Federal Motor Carrier Safety Regulations ([49 CFR 391.41-391.49](#)) with any applicable State variances (which will only be valid for intrastate operations):

☐ Does not meet standards in [49 CFR 391.41](#) with any applicable State variances (specify reason): _____

☐ Meets standards in [49 CFR 391.41](#) with any applicable State variances

☐ Meets standards, but periodic monitoring required (specify reason): _____

Driver qualified for: ☐ 3 months ☐ 6 months ☐ 1 year ☐ other (specify): _____

☐ Wearing corrective lenses ☐ Wearing hearing aid ☐ Accompanied by a waiver/exemption (specify type): _____

☐ Accompanied by a Skill Performance Evaluation (SPE) Certificate ☐ Grandfathered from State requirements (State) _____

If the driver meets the standards outlined in [49 CFR 391.41](#), with applicable State variances, then complete a Medical Examiner's Certificate, as appropriate.

I have performed this evaluation for certification. I have personally reviewed all available records and recorded information pertaining to this evaluation, and attest that to the best of my knowledge, I believe it to be true and correct.

Medical Examiner's Signature: _____

Medical Examiner's Name (please print or type): _____

Medical Examiner's Address: _____ City: _____ State: _____ Zip Code: _____

Medical Examiner's Telephone Number: _____ Date Certificate Signed: _____

Medical Examiner's State License, Certificate, or Registration Number: _____ Issuing State: _____

☐ MD ☐ DO ☐ Physician Assistant ☐ Chiropractor ☐ Advanced Practice Nurse

☐ Other Practitioner (specify): _____

National Registry Number:

Medical Examiner's Certificate Expiration Date: _____

Instructions for Completing the Medical Examination Report Form (MCSA-5875)

I. Step-By-Step Instructions

Driver:

Section 1: Driver information

- **Personal Information:** Please complete this section using your name as written on your driver's license, your current address and phone number, your date of birth, age, gender, driver's license number and issuing state.
 - **CLP/CDL Applicant/Holder:** Check "yes" if you are a commercial learner's permit (CLP) or commercial driver's license (CDL) holder, or are applying for a CLP or CDL. CDL means a license issued by a State or the District of Columbia which authorizes the individual to operate a class of a commercial motor vehicle (CMV). A CMV that requires a CDL is one that: (1) has a gross combination weight rating or gross combination weight of 26,001 pounds or more inclusive of a towed unit with a gross vehicle weight rating (GVWR) or gross vehicle weight (GVW) of more than 10,000 pounds; or (2) has a GVWR or GVW of 26,001 pounds or more; or (3) is designed to transport 16 or more passengers, including the driver; or (4) is used to transport either hazardous materials requiring hazardous materials placards on the vehicle or any quantity of a select agent or toxin.
 - **Driver ID Verified By:** The Medical Examiner/staff completes this item and notes the type of photo ID used to verify the driver's identity such as, commercial driver's license, driver's license, or passport, etc.
 - **Question: Has your USDOT/FMCSA medical certificate ever been denied or issued for less than two years?** Please check the correct box "yes" or "no" and if you aren't sure check the "not sure" box.
- **Driver Health History:**
 - **Have you ever had surgery:** Please check "yes" if you have ever had surgery and provide a written explanation of the details (type of surgery, date of surgery, etc.)
 - **Are you currently taking medications (prescription, over-the-counter, herbal remedies, diet supplements):** Please check "yes" if you are taking any diet supplements, herbal remedies, or prescription or over the counter medications. In the box below the question, indicate the name of the medication and the dosage.
 - **#1-32:** Please complete this section by checking the "yes" box to indicate that you have, or have ever had, the health condition listed or the "No" box if you have not. Check the "not sure" box if you are unsure.
 - **Other Health Conditions not described above:** If you have, or have had, any other health conditions not listed in the section above, check "Yes" and in the box provided and list those condition(s).
 - **Any yes answers to questions #1-32 above:** If you have answered "yes" to any of the questions in the Driver Health History section above, please explain your answers further in the box below the question. For example, if you answered "yes" to question #5 regarding heart disease, heart attack, bypass, or other heart problem, indicate which type of heart condition. If you checked "yes" to question #23 regarding cancer, indicate the type of cancer. Please add any information that will be helpful to the Medical Examiner.
- **CMV Driver Signature and Date:** Please read the certification statement, sign and date it, indicating that the information you provided in Section 1 is accurate and complete.

Medical Examiner:

Section 2: Examination Report

- **Driver Health History Review:** Review answers provided by the driver in the driver health history section and discuss any “yes” and “not sure” responses. In addition, be sure to compare the medication list to the health history responses ensuring that the medication list matches the medical conditions noted. Explore with the driver any answers that seem unclear. Record any information that the driver omitted. As the Medical Examiner conducting the driver's physical examination you are required to complete the entire medical examination even if you detect a medical condition that you consider disqualifying, such as deafness. Medical Examiners are expected to determine the driver's physical qualification for operating a commercial vehicle safely. Thus, if you find a disqualifying condition for which a driver may receive a Federal Motor Carrier Safety Administration medical exemption, please record that on the driver's Medical Examiner's Certificate, Form MCSA-5876, as well as on the Medical Examination Report Form, MCSA-5875.
- **Testing:**
 - **Pulse rate and rhythm, height, and weight:** record these as indicated on the form.
 - **Blood Pressure:** record the blood pressure (systolic and diastolic) of the driver being examined. A second reading is optional and should be recorded if found to be necessary.
 - **Urinalysis:** record the numerical readings for the specific gravity, protein, blood and sugar.
 - **Vision:** The current vision standard is provided on the form. When other than the Snellen chart is used, give test results in Snellen-comparable values. When recording distance vision, use 20 feet as normal. Record the vision acuity results and indicate if the driver can recognize and distinguish among traffic control signals and devices showing red, green, and amber colors; has monocular vision; has been referred to an ophthalmologist or optometrist; and if documentation has been received from an ophthalmologist or optometrist.
 - **Hearing:** The current hearing standard is provided on the form. Hearing can be tested using either a whisper test or audiometric test. Record the test results in the corresponding section for the test used.
- **Physical Examination:** Check the body systems for abnormalities and indicate normal or abnormal for each body system listed. Discuss any abnormal answers in detail in the space provided and indicate whether it would affect the driver's ability to safely operate a commercial motor vehicle.

In this next section, you will be completing either the Federal or State determination, not both.

- **Medical Examiner Determination (Federal):** Use this section for examinations performed in accordance with the FMCSRs ([49 CFR 391.41-391.49](#)). Complete the medical examiner determination section completely. When determining a driver's physical qualification, please note that English language proficiency ([49 CFR part 391.11](#): General qualifications of drivers) is not factored into that determination.
 - **Does not meet standards:** Select this option when a driver is determined to be not qualified and provide an explanation of why the driver does not meet the standards in 49 CFR 391.41.
 - **Meets standards in 49 CFR 391.41; qualifies for 2-year certification:** Select this option when a driver is determined to be qualified and will be issued a 2-year Medical Examiner's Certificate.

- **Meets standards, but periodic monitoring is required:** Select this option when a driver is determined to be qualified but needs periodic monitoring and provide an explanation of why periodic monitoring is required. Select the corresponding time frame that the driver is qualified and if selecting other, specify the time frame.
 - **Determination that driver meets standards:** Select all categories that apply to the driver's certification (e.g., wearing corrective lenses, accompanied by a waiver/exemption, driving within an exempt intracity zone, etc.).
- **Determination pending:** Select this option when more information is needed to make a qualification decision and specify a date, on or before the 45 day expiration date, for the driver to return to the medical exam office for follow-up. This will allow for a delay of the qualification decision for as many as 45 days. If the disposition of the pending examination is not updated via the National Registry on or before the 45 day expiration date, FMCSA will notify the examining medical examiner and the driver in writing that the examination is no longer valid and that the driver is required to be re-examined.
 - **MER amended:** A Medical Examination Report Form (MER), MCSA-5875, may only be amended while in determination pending status for situations where new information (e.g., test results, etc.) has been received or there has been a change in the driver's medical status since the initial examination, but prior to a final qualification determination. Select this option when a Medical Examination Report Form, MCSA-5875, is being amended; provide the reason for the amendment, sign and date. In addition, initial and date any changes made on the Medical Examination Report Form, MCSA-5875. A Medical Examination Report Form, MCSA-5875, cannot be amended after an examination has been in determination pending status for more than 45 days or after a final qualification determination has been made. The driver is required to obtain a new physical examination and a new Medical Examination Report Form, MCSA-5875, should be completed.
- **Incomplete examination:** Select this when the physical examination is not completed for any reason (e.g., driver decides they do not want to continue with the examination and leaves) other than situations outlined under determination pending.
- **Medical Examiner information, signature and date:** Provide your name, address, phone number, occupation, license, certificate, or registration number and issuing state, national registry number, signature and date.
- **Medical Examiner's Certificate Expiration Date:** Enter the date the **driver's** Medical Examiner's Certificate (MEC) expires.
- **Medical Examiner Determination (State):** Use this section for examinations performed in accordance with the FMCSRs ([49 CFR 391.41-391.49](#)) with any applicable State variances (which will only be valid for intrastate operations). Complete the medical examiner determination section completely.
 - **Does not meet standards in 49 CFR 391.41 with any applicable State variances:** Select this option when a driver is determined to be not qualified and provide an explanation of why the driver does not meet the standards in 49 CFR 391.41 with any applicable State variances.
 - **Meets standards in 49 CFR 391.41 with any applicable State variances:** Select this option when a driver is determined to be qualified and will be issued a 2-year Medical Examiner's Certificate.
 - **Meets standards, but periodic monitoring is required:** Select this option when a driver is determined to be qualified but needs periodic monitoring and provide an explanation of why periodic monitoring is required. Select the corresponding time frame that the driver is qualified and if selecting other, specify the time frame.
 - **Determination that driver meets standards:** Select all categories that apply to the driver's certification (e.g., wearing corrective lenses, accompanied by a waiver/exemption, etc.).

- **Medical Examiner information, signature and date:** Provide your name, address, phone number, occupation, license, certificate, or registration number and issuing state, national registry number, signature and date.
 - **Medical Examiner's Certificate Expiration Date:** Enter the date the **driver's** Medical Examiner's Certificate (MEC) expires.
- II. If updating an existing exam, you must resubmit the new exam results, via the Medical Examination Results Form, MCSA-5850, to the National Registry, and the most recent dated exam will take precedence.**
- III. To obtain additional information regarding this form go to the Medical Program's page on the Federal Motor Carrier Safety Administration's website at <http://www.fmcsa.dot.gov/regulations/medical>.**



TUCSON TRANSIT MANAGEMENT, LLC

SUN TRAN

POLICY STATEMENT REGARDING ILLEGAL DRUG USE

AND

ALCOHOL MISUSE BY SAFETY-SENSITIVE EMPLOYEES

May 25, 2021

REVISIONS

The original Policy Statement, which became effective on January 1, 1995 and the subsequent amendments as of the following dates:

June 8, 1998
September 18, 2003
August 2004
November 2005
January 2007
January 2008
August 2008
August 2009
August 2010
January 2012
February 2012
January 1, 2018
January 1, 2019
November 22, 2019
May 25, 2021

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1. INTRODUCTION

This policy sets forth the Company Policy on alcohol and controlled substances including the drug and alcohol testing programs. The policy is based on the requirements set forth in the FTA regulations 49 CFR, Part 655 and 49 CFR, Part 40 as amended and the testing procedures outlined 49 CFR, Part 40 as amended throughout the policy. Requirements and/or disciplinary actions established by the Tucson Transit Management, LLC dba Sun Tran are included in this policy.

This policy has been approved by Tucson Transit Management, LLC d.b.a. Sun Tran on January 1, 2018. Copies of the Federal regulations are available for inspection in Sun Tran's Human Resources Office.

The purpose of this policy is to advise safety-sensitive employees of their obligations under federal law, the Collective Bargaining Agreement, and Sun Tran's policy not to use illegal drugs on or off duty, nor to use alcohol on duty or misuse alcohol off duty in a manner that may affect their performance on duty. It sets out the consequences if a safety-sensitive employee does not comply. It also discusses drug and alcohol tests and testing procedures required by federal law or permitted under the Collective Bargaining Agreement. Any provision in this Policy that is not part of Federal Regulations but is covered instead solely by the drug and alcohol provisions of the Collective Bargaining Agreement will be noted throughout this policy in Italics (*Italics*). Finally, this Policy Statement delineates educational, training, assessment and prevention programs available to Sun Tran employees.

Sun Tran has a designated Drug and Alcohol Program Manager (DAPM) and Designated Employer Representative (DER), to answer employee questions about this Anti-Drug and Alcohol Misuse Program. See Attachment 1

Sun Tran will use a licensed physician, who is certified as a Medical Review Officer (MRO), to review positive drug test results and to comply with other requirements of FTA Regulations 49 CFR Part 40 as amended and 655. See Attachment 1

Sun Tran will also designate a Substance Abuse Professional(s) (SAP) who will be available to evaluate Sun Tran employees who are not in compliance with alcohol misuse and anti-drug requirements of FTA Regulations. This is a certified Substance Abuse Professional who has knowledge and clinical experience in the diagnosis and training of drug and alcohol disorders. See Attachment 1.

At times authorized by FTA Regulations, Sun Tran will test safety-sensitive employees for the misuse of alcohol. Sun Tran will also test safety-sensitive employees for the use of the following controlled substances:

1. Marijuana
2. Cocaine
3. Amphetamines
4. Opioids
5. Phencyclidine

It is a condition of employment that all safety-sensitive employees comply with this Policy and FTA Regulations effective January 1, 1995, as originally adopted, and as subsequently amended.

Sun Tran's right under the Collective Bargaining Agreement or Sun Tran policy to engage in more extensive drug and alcohol testing than required by FTA Regulations is not limited by this Policy Statement.

2. Sun Tran Employees Subject to FTA Testing Requirements

FTA drug and alcohol testing requirements apply to employees who perform or who may be expected to perform a "safety-sensitive function", which includes any of the following duties.

1. Operating a revenue service vehicle, including when not in revenue service.
2. Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License.
3. Controlling dispatch or movement of a revenue service vehicle.
4. Maintaining a revenue service vehicle or equipment used in a revenue service vehicle, or
5. Carrying a firearm for security purposes.
6. Contractor employees that are permitted to perform any of the above listed safety sensitive duties.

Pursuant to the above standard, the following Sun Tran employees are subject to FTA drug and alcohol use restrictions and drug and alcohol testing.

1. Coach Operators
2. Dispatchers/Supervisors
3. Mechanics
4. Shop and Service Island Foremen
5. Service Island Attendants
6. All Supervisors and Managers who are responsible to perform any of the above duties.
7. Security personnel that carry firearms.

Pursuant to Article 15 of the Collective Bargaining Agreement, Sun Tran may also drug and alcohol test bargaining unit employees in circumstances permitted by the Collective Bargaining Agreement regardless of whether they perform safety-sensitive functions.

Sun Tran retains its legal rights to drug or alcohol test all employees in appropriate circumstances regardless of whether they are safety-sensitive employees.

3. Drug Use Prohibitions and Consequences

Under the Drug Free Workplace Act, all Sun Tran employees are prohibited from manufacturing, distributing, dispensing, possessing or using illegal drugs in the workplace. Any Sun Tran employee convicted of a criminal drug statute violation that occurred in the Sun Tran workplace is required to notify Sun Tran of that conviction within five days after such conviction, as provided in The Drug Free Workplace Act of 1988.

In addition, under FTA Regulations, any safety-sensitive employee who tests positive for the use of prohibited drugs or who refuses to submit to a FTA-required drug test must cease performing safety sensitive duties immediately and must be referred to a substance

abuse professional. FTA Regulations state federally mandated cut-off limits for the minimum quantity of a drug that must be detected in the initial test and also in the confirming test in order for a drug test to be reported as a positive

Although FTA Regulations do not require that a safety-sensitive employee who tests positive for prohibited drug use or who refuses to take a drug test be terminated from employment, Sun Tran will terminate any employee who tests positive for illegal drug use or who refuses to comply with a reasonable order to submit to a drug test.

This termination policy of Sun Tran includes both supervisory and non-supervisory employees and applies regardless of whether illegal drug use occurred on or off the job. Article 15, Section 1, of the Collective Bargaining Agreement specifically provides for termination from employment for either the illegal use of drugs or insubordination, which includes the refusal to comply with a reasonable order of a supervisor to submit to a drug test.

The sole exception to this termination policy is that any employee who is using illegal drugs and comes forward prior to being notified of or becoming aware of an imminent drug test of that employee will be referred to a substance abuse professional and given a leave of absence to permit the employee to enter a drug rehabilitation program approved by the substance abuse professional. The employee may use accrued sick leave, vacation, or other accrued leave while on this leave of absence. If the employee has no accrued leave time available, the leave will be without pay. In regard to any approved treatment program, Sun Tran will bear any cost of such a program that is currently covered under the Health and Welfare plan. Should an employee use illegal drugs again, fail to attend or successfully complete any designated drug program, or fail to otherwise comply with applicable FTA Regulations or Sun Tran requirements, he/she will be terminated.

In parallel with FTA Regulations, if the employee successfully completes the program recommended by a substance abuse professional, he/she will be subject to a return-to-duty drug test, a possible alcohol test, and follow-up random tests for up to 60 months after returning to work.

Sun Tran requires that the employee must pass a minimum of six follow-up tests within the first 12 months back in a safety-sensitive position. Should the employee test positive for illegal drug use within the 60-month period, he/she will be terminated.

Legal Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functions, motor skills, or judgment may be adversely affected should be discussed by employees with their appropriate health care professional before performing work-related duties. Educational information regarding prescription and over-the-counter medications should be obtained from either a health care professional or pharmacist. Employees are urged strongly to seek and obtain medical advice prior to using prescription or over-the-counter drugs that may adversely affect his/her ability to safely operate or maintain vehicles.

A legally prescribed drug means that the individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment.

If the employee tests positive for drugs, he/she must provide the MRO a valid prescription within 24 hours. A valid prescription includes the patient's name, the name of the substance, quantity/amount to be taken, and the period of time of the authorization. The "illegal use of drugs" is prohibited under Article 15, Section 1 of the Collective Bargaining Unit Agreement.

4. Alcohol Misuse Prohibitions and Consequences

FTA Regulations prohibit a safety-sensitive employee from reporting for any safety-sensitive duty or remaining on duty while having an alcohol concentration of 0.04 or greater. Sun Tran will not permit an employee to perform safety-sensitive duties under these circumstances.

FTA Regulations also prohibit a safety-sensitive employee from consuming any alcohol while performing a safety-sensitive function. Alcohol use means the consumption of any beverage, mixture or preparation, including any medication containing alcohol. Sun Tran will not permit any employee to perform safety-sensitive duties under these circumstances.

FTA Regulations strictly prohibit any safety-sensitive employee from consuming alcohol, including alcohol in medication, within four (4) hours prior to performing a safety-sensitive function. In addition, any safety-sensitive employee who is "on call" may not use alcohol during the call time. Should an employee use alcohol while on call, he/she should acknowledge that use when called to report to duty and indicate the inability to perform a safety-sensitive function. If the employee acknowledges the use of alcohol while on call but claims an ability to perform safety sensitive functions, an alcohol test shall be required.

Under FTA Regulations, any safety-sensitive employee who is required to take an alcohol test after an accident is prohibited from using alcohol for eight (8) hours after the accident or until he/she has undergone a post-accident alcohol test, whichever occurs first.

Any safety-sensitive employee who violates any of the above FTA alcohol restrictions or who refuses to submit to a FTA-required alcohol test must cease performing safety-sensitive functions immediately and must be referred to a substance abuse professional.

FTA Regulations do not require that Sun Tran terminate a safety-sensitive employee who reports to duty with an alcohol concentration of 0.04 or greater, uses alcohol on the job, or refuses to submit to an alcohol test. *However, Sun Tran will terminate any safety-sensitive employee who reports to duty with an alcohol content of 0.04 or greater, uses alcohol on the job, or refuses to submit to an alcohol test after being given a reasonable order to do so by a supervisor. This applies to both supervisory and non-supervisory employees.*

Article 15, Section 1, of the Collective Bargaining Agreement specifically provides that Sun Tran may terminate an employee for drunkenness, drinking on the job, or refusing to comply with a reasonable order of a supervisor to take an alcohol test. Employees who are not drunk while on duty but who use alcohol in violation of FTA Regulations, such as within four (4) hours prior to duty or while on call, are also subject to appropriate disciplinary action.

Any Sun Tran employee who believes he/she has an alcohol misuse problem that may affect work performance may seek a medical leave of absence. Any employee who seeks a leave of absence prior to being identified as violating any of the above alcohol misuse rules or prior to being notified of a mandatory alcohol test will not be disciplined, but will be referred

to a substance abuse professional. The employee must comply with the recommendations of the substance abuse professional. Any leave of absence granted will be without pay unless the employee has accrued sick or vacation pay. Sun Tran will bear any costs of an approved treatment program to the extent that cost is covered under the Health and Welfare Plan.

In parallel with FTA Regulations, if the substance abuse professional recommends that the employee be returned to work, the employee must successfully complete a return to duty alcohol test and possibly a drug test if recommended by the substance abuse professional. Sun Tran requires that the employee must pass a minimum of six follow-up tests within the first 12 months back in a safety-sensitive position. The employee will then be subject to follow-up testing for up to 60 months.

5. Circumstances Under Which A Safety-Sensitive Employee Will Be Tested Pursuant to FTA Regulations

Pre-Employment Testing

Sun Tran may not allow an applicant to work in a safety-sensitive position or transfer a non-safety-sensitive employee to a safety-sensitive position unless the applicant or transferee passes a drug test with a verified negative result. When a covered employee or applicant has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in Sun Tran's random selection pool during that time, Sun Tran shall ensure that the employee takes a pre-employment drug test with a verified negative result.

If otherwise qualified, an individual with permanent or long term disabilities that directly renders him/her unable to provide an adequate urine specimen will be able to perform safety-sensitive duties despite their inability to provide urine during a pre-employment test. The certified MRO will determine long term inability to provide urine by medical examination and consultation with the employee's physician.

If an individual cancels a pre-employment test, the individual must take another pre-employment test with a verified negative result prior to the individual performing any safety sensitive function. In addition, any applicant or person transferring to a safety sensitive position who previously failed or refused any DOT required pre-employment test with any DOT covered employer must show evidence of treatment by a SAP which meets DOT requirements.

Reasonable Suspicion Testing

Sun Tran shall conduct a drug or alcohol test when there is a reasonable suspicion to believe that a safety-sensitive employee has used a prohibited drug or has violated any FTA alcohol misuse regulation. Under FTA Regulations, Sun Tran's determination of reasonable suspicion must be made by one trained supervisor or trained Company official and must comply with FTA standards. One trained supervisor or trained Company official must articulate substantiate, and document physical, behavioral, and performance indicators of probable drug use or alcohol misuse by observing the appearance, behavior, speech or body odors of the covered employee.

Alcohol Testing is authorized under FTA regulations only if the observations of the trained supervisor or company official are made during, just preceding or just after the period of the workday that the covered employee is required to be in compliance with FTA alcohol regulations. Drug testing is permissible anytime the safety sensitive employee is on duty. Under FTA regulations, Sun Tran may direct a covered employee to undergo reasonable suspicion testing for alcohol only while the employee is performing safety sensitive functions, just before the employee is to perform safety sensitive functions, or just after the employee has ceased performing safety sensitive functions. *Article 15, Section 3 of the Labor Agreement provides that when two supervisors are on duty, a reasonable cause determination will be made by two trained supervisors.* However, Sun Tran will follow FTA regulations where only one trained supervisor or trained Company official is needed.

Post-Accident Testing

As soon as practicable after a fatal accident, Sun Tran must drug and alcohol test each surviving safety-sensitive employee operating the public transit vehicle at the time of the accident. Sun Tran must also drug and alcohol test any other safety-sensitive employee whose performance could have contributed to the accident. In the event a FTA drug test is not administered within 32 hours following an accident, management will cease attempts to administer the drug test and document the reasons why. In the event a FTA alcohol test is not administered within two hours following an accident, management will document the reasons why the test was not promptly administered. If an alcohol test is not administered within eight hours following an accident, Sun Tran will make no further effort to administer an alcohol test and will document the reasons why the test was not administered within eight hours.

Under FTA Regulations, a non-fatal accident occurs when any individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident, or if any vehicle involved in the accident incurs disabling damage and is transported away from the scene by a tow truck or other vehicle. As soon as practicable after a non-fatal accident, Sun Tran must drug and alcohol test any safety-sensitive employee operating the public transit vehicle at the time of the accident, unless a Sun Tran supervisor with authority to do so determines, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident. Sun Tran must also drug and alcohol test any other safety-sensitive employee whose performance could have contributed to the accident.

A safety-sensitive employee who is subject to a post-accident test and fails to remain readily available for such testing, including notifying Sun Tran of his/her location if he/she leaves the scene of the accident prior to a test, may be deemed under FTA Regulations to have refused to submit to such testing. A Sun Tran employee is not prohibited from leaving the scene of an accident for a short period of time if necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

In the event that an employee involved in an accident while on-duty either loses his/her life, is unconscious or is injured, the employee will not be drug or alcohol tested unless the individual is able to give consent as per DOT regulations. However, FTA Regulations provide that the results of a blood, urine or breath test conducted by Federal, State, or local officials shall be considered to meet the requirements of this section, provided

such test conforms to the applicable Federal, State, or local testing requirements, and that the test results are obtained by Sun Tran.

These test results can be used only if Sun Tran was unable to perform a post-accident test within the time period required by FTA regulations.

Random Testing

Random drug and alcohol testing must be carried out by Sun Tran at the minimum annual percentage rate required by FTA Regulations. Beginning January 1, 2019, Sun Tran is required to randomly drug test 50% of the total number of safety sensitive employees per year and to randomly alcohol test 10% of the total number of safety sensitive employees per year. Each safety-sensitive employee shall have an equal chance of being selected each time random tests are conducted regardless of whether the employee was previously randomly selected. Sun Tran utilizes a scientifically valid, computer based random number generator in selecting safety-sensitive employees for random drug and alcohol tests. There is no discretion on the part of management or operations in the selection and notification of individuals for testing. Random tests will be unannounced and immediate. Testing of randomly-selected covered employees shall be unpredictable. The testing will start in January and be spread reasonably throughout the calendar year and may be conducted on all days and hours during which the transit service is in operation. A safety-sensitive employee shall be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before he employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions. A safety-sensitive employee may be randomly tested for prohibited drug use anytime while on duty.

Return to Duty and Follow-Up Testing

Should Sun Tran ever choose to return to duty a safety-sensitive employee who refused to submit to a drug test, or who had a verified positive drug test, if the employee is not terminated, FTA Regulations require that the employee first be evaluated by a substance abuse professional to determine the necessary follow-up treatment and later, if the employee has complied with all recommendations of the substance abuse professional.

With the recommendation of the substance abuse professional, the employee must take a return to duty drug test with a verified negative result as well as an alcohol test if recommended by the substance abuse professional.

The employee will also be subject to unannounced follow-up drug and alcohol tests as recommended by the substance abuse professional for up to sixty months after returning to duty. FTA regulations require that at a minimum, the employee must pass six follow-up tests within the first 12 months back performing safety-sensitive duties.

Should Sun Tran choose to return to duty a safety-sensitive employee who failed to comply with FTA alcohol misuse regulations, the employee must first be evaluated by a substance abuse professional to determine the necessary follow-up treatment and later, if the employee has complied with all recommendations of the substance abuse professional. With the recommendation of the substance abuse professional, the employee must also take a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02. The substance professional may also recommend that the employee be subject to a return to duty drug test. FTA regulations require that the employee must pass a minimum of six follow-up tests within the first 12 months back performing safety-sensitive duties.

The employee will also be subject to unannounced follow-up drug and alcohol tests as recommended by the substance abuse professional for up to sixty months after returning to duty. Follow-up testing is carried out in addition to the random testing required of all safety-sensitive employees.

Retesting of Employees Whose Alcohol Test Concentration is at Least 0.02, but less than 0.04

Sun Tran must not permit a safety-sensitive employee who has been alcohol tested and found to have an alcohol concentration of at least 0.02 but less than 0.04 to perform any safety-sensitive function until (1) the employee is alcohol retested with a concentration of less than 0.02, or until (2) the employee's next regularly scheduled duty period if it begins at least eight hours following the test.

6. Refusal to Take a FTA Required Drug or Alcohol Test

It is a condition of employment with Sun Tran that safety-sensitive employees submit to drug or alcohol tests required by FTA Regulations *or the Collective Bargaining Agreement*. *This means that Sun Tran will terminate any safety-sensitive employee who knowingly refuses a reasonable order to take a required drug or alcohol test.* Under FTA Regulations, any employee who refuses to submit to a FTA-required drug or alcohol test must be immediately removed from safety-sensitive duties. A refusal by an employee to submit to a FTA-required drug test must be treated by Sun Tran as a verified positive result.

The types of behavior that will be considered a refusal to take a required FTA drug test include:

1. *Intentionally refusing to comply with a direct order to take a test;*
2. Failure to appear for any test (except a pre-employment test) within a reasonable time, after being directed to do so.
3. Failure to remain at the testing site until the testing process is complete; *provided*, that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
4. Failure to provide a urine specimen for a drug test; *provided*, that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
5. In the case of a directly observed or monitored collection in a drug test, failure to permit the observation or monitoring of your provision of a specimen.
6. Failure to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
7. Failure or refusal to take an additional drug test Sun Tran or the collector has directed you to take.
8. Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by Sun Tran. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.

9. Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector; behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).
10. If the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
11. 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.
12. Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
13. Admit to the collector or MRO that you adulterated or substituted the specimen.

The types of behavior that will be considered a refusal to take a FTA required alcohol test include:

1. *Intentionally refusing to comply with a direct order to take a test.*
2. Failure to appear for any test within a reasonable time after being directed to do so.
3. Failure to remain at the testing site until the testing process is complete.
4. Failure to provide an adequate amount of saliva or breath for any alcohol test required.
5. Failure to provide a sufficient breath specimen and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
6. Failure to undergo a medical examination or evaluation, as directed by Sun Tran as part of an insufficient breath procedures medical evaluation.
7. Failure to sign the certification at Step 2 of the Alcohol Testing Form.
8. Failure to cooperate with any part of the testing process

As an employee, when you refuse to take a non-DOT test or sign a non-DOT form, you have not refused to take a DOT test. There are no consequences under DOT agency regulations for refusing to take a non- DOT test required by the Collective Bargaining Agreement. However, intentionally refusing to sign non-DOT drug/alcohol forms, without good and sufficient reason, provided by the collection facility is considered to be a refusal under the current Collective Bargaining Agreement and Sun Tran policy.

7. Methods of Testing and of Safeguarding the Validity of Tests

All testing for the presence of illegal drugs or alcohol misuse, will protect the employee and the integrity of the drug and alcohol testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct covered employee.

This will be accomplished by conducting all drug and alcohol testing in accordance with the procedures set forth in 49 CFR Parts 40 as amended and 655 as amended.

Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted, or invalid.

Drug Testing: An employee will be directed to a designated collection, facility where a urine specimen will be collected in a confidential, sanitary and secure method. The specimen will be split into two samples in the presence of the donor employee. The two samples will be appropriately labeled, sealed, stored and then transported to a federally certified laboratory for scientific analysis of one of the samples. FTA regulations require that Sun Tran utilize only laboratories certified under the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs 53FR 11970, April 11, 1988 and subsequent amendments thereto. Sun Tran currently utilizes Medtox Laboratories, Inc, 402 W Country Rd, #D, St Paul, MN 55112; Clinical Reference Laboratory (CRL), 8433 Quivira Road, Lenexa, KS 66215; LabOne, Inc dba Quest Diagnostics, 10101 Renner Blvd, Lenexa, KS 66219; and, Quest Diagnostics Incorporated, 8401 Fallbrook Ave, West Hills, CA 91304, all are DHHS certified laboratories.

An appropriate chain of custody will be maintained to assure that the two samples are not tampered with, altered or misidentified. This will assure that no confusion will arise over whether the ultimate test results are accurate and are the true test results of the donor employee. Collection and forwarding procedures of the collection facility and testing procedures of the certified laboratory must be in compliance with Department of Transportation Drug and Alcohol Testing Procedures, 49 CFR Part 40: Procedures For Transportation Workplace Drug and Alcohol Testing Programs.

The laboratory will analyze one of the samples. If the initial test is positive, the laboratory must confirm it with a different chemical analysis of the same sample. If the confirmatory test of the same sample is positive, the laboratory will report it to the Sun Tran certified Medical Review Officer ("MRO") who is a licensed physician. Prior to verifying the test as positive, the MRO will contact the employee, if possible, to discuss the test results.

Pursuant to DOT Regulations, Sun Tran will treat a positive dilute drug test as a positive drug test result. Sun Tran will treat a negative dilute drug test as a negative drug test result. A test reported as a dilute negative will be treated as a negative test by Sun Tran unless the MRO directs that the employee be retested under direct observation because the creatine concentration of the specimen was equal to or greater than 2 mg/dl, but less than or equal to 5 mg/dl.

If the MRO verifies the test as positive, the employee will have 72 hours after being notified by the MRO of the verified positive result to contact the MRO and request that the untested split specimen be tested at a different federally certified laboratory. If this request is made by the employee and the split sample is unavailable or inadequate for testing the employee will be required to go to the collection site for another specimen collection under a direct observation protocol immediately after being directed by Sun Tran. Employees do not have access to a test of their split specimen following an invalid result.

Observed Collections are required in the following circumstances:

1. **All return-to-duty tests;**
2. **All follow-up tests;**
3. Anytime the employee is directed to provide another specimen because the temperature on the original specimen was out of the accepted temperature range of 90 degrees F – 100 degrees F;
4. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with;
5. Anytime a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
6. Anytime the employee is directed to provide another specimen because the laboratory reported to the MRO that there was not an adequate medical explanation for the result;
7. Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated or substituted, but had to be cancelled because the test of the split specimen could not be performed.

Alcohol Testing: A breath specimen will be collected through the use of an evidential breath-testing device ("EBT"). The device must be able to either print confirmation tests in triplicate, or three consecutive identical copies. It must also print a unique and sequential number of each completed test and print the number on each copy of the result. The EBT serial number and time of the test must also be printed.

A certified Breath Alcohol Technician ("BAT") who is appropriately trained and can demonstrate competence in the use of the EBT must perform the breath test. Sun Tran will contract with a licensed collection facility to conduct breath alcohol tests with certified and trained facility personnel who are qualified Breath Alcohol Technicians. Testing will be conducted in a confidential setting either at the collection facility or by a mobile collection vehicle operated by the medical facility.

Upon arrival for testing, the Sun Tran employee must provide positive identification to the BAT. The testing procedures will be explained by the BAT and the Sun Tran employee will be required to sign an alcohol testing form prior to testing. The Sun Tran employee will receive a copy of the form at the end of the collection procedure.

The BAT will attach a disposable mouthpiece to the EBT in front of the employee. The employee will then blow forcefully into the mouthpiece for at least six seconds. The BAT must then show the employee the results displayed on the EBT or the printed results.

If the result is an alcohol concentration of less than 0.02, no further testing is required and the test will be reported as negative. If the result is 0.02 or greater, a confirmation test must be performed. This test must be conducted at least 15 minutes, but not more than 30 minutes, after the completion of the initial test. The BAT will conduct an air blank test on the EBT prior to the confirmation test. The confirmation test will be conducted using the same procedures as the initial test. A new mouthpiece will be used.

The confirmation test result will be the final result. If the result displayed on the EBT is not the same as that on the printed form, the test will be cancelled and the EBT will be removed from service.

The BAT will sign and date the results form. The employee will sign and date the certification statement that includes a notice that the employee cannot perform safety-sensitive duties or operate a motor vehicle if the result is 0.02 or greater.

The BAT will notify Sun Tran of the results in a confidential manner. All testing must be accomplished in accordance with the Department of Transportation Drug and Alcohol Testing Procedures, 49 CFR Part 40, as amended.

8. Record Keeping Requirements

Employee drug and alcohol test results are strictly confidential. The MRO, the laboratory and the Human Resource Department are the sole custodians of all original paperwork and records pertaining to the test results. Employee test records must be maintained in confidence as provided in FTA Regulations. Substance abuse testing information is kept in a locked confidential file, separate from the employee's general personnel file.

Sun Tran may disclose information related to a positive drug/alcohol test of an individual to the individual or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual and arising from a certified positive test. Employee test results will not be released to anyone else without the written consent of the tested party, except as required by law.

All requests for test records must be submitted in writing to Human Resources. FTA-regulated employees may request copies of their own drug and alcohol records including laboratory records.

9. The Effects of Alcohol Misuse on Employees, Symptoms of Alcohol Abuse and Available Methods of Intervention

The National Council on Alcoholism has provided these statistics indicating the following is linked to the abuse of alcohol:

80% of all deaths by fire, 77% of all falls, 65% of all drownings, 55% of all arrests, 50% of all traffic fatalities, 36% of all accidents involving pedestrians, 22% of all home accidents, at least 30% of all divorce and juvenile delinquency cases, up to 90% of all reported child abuse cases, between

25% and 33% of all homicides, 27,000 people die annually and thousands of death certificates show death due to causes attributable to alcohol abuse. 33% of all hospital beds filled per day involve alcohol, and 50% of emergency room visits per day involve alcohol.

Alcoholism has been listed as our Nation's third leading cause of death, trailing only heart disease and cancer. In 1981, the National Institute of Alcohol Abuse and Alcoholism reported to Congress that alcohol is a factor in 10% of all deaths in this country.

Experts in alcohol abuse prevention have provided the following signs and symptoms of an employee with an alcohol-related problem. One must be fully aware, however, that the symptoms described below may very well be related to personal problems unrelated to alcohol abuse.

I. Performance

A. Attendance

- Absences after paydays
- Monday and/or Friday absences
- Leaving work early
- Longer lunch/break periods
- Unexplained absences from work
- Tardiness
- Increased absences from work with a variety of explanations

B. Reliability

- Inclination to put things off
- Repeated unmet promises
- Missed deadlines
- Frequently needing more time than previously to do work

C. Productivity

- Lowered overall productivity which may be accompanied by periods of high productivity
- May show no productivity problems for a long period, but continued attendance problems

D. Quality

- Lowered with decrease in attention to details
- Increase in error/mistakes
- More time needed to achieve former level of quality

II. Behavior

A. Attitudes/Habits

- Aggressive behavior
- Avoids supervisor/peers
- Apologetic for absences/past behaviors; if pressed for improvement, may become defensive
- Mood swings during work day

- May sleep at work
- Displays congenial behavior when confronted with performance; if pressed, may become abrupt and argumentative
- Ready with an explanation for most situations

B. Drinking

- Tickets for DUI
- Becomes intoxicated at work after arriving sober
- Arrives at work under the influence
- Smell of alcohol on breath
- Mood swings after lunch/breaks
- Frequent use of breath purifiers

III. Appearance

- Changes in appearance may or may not be noticed. The one change that does become apparent with alcohol or drug abuse is the appearance of being tired a great deal of the time.
- **Women:** May begin to pay less attention to make-up and hair than before.
- **Men:** May show up to work without shaving and begin to slack off on having hair cut as regularly.
- Attention to personal grooming and hygiene may or may not change.

*Safety-sensitive employees with an alcohol problem should seek assistance from the **EAP Preferred Program (EAPP)**. A leave of absence should also be strongly considered. No employee will be disciplined if he/she seeks a leave of absence prior to violating any provision of this Policy, any FTA Regulation, or prior to being notified of any required drug or alcohol test.*

*An employee who has good reason to suspect that a coworker has a serious alcohol problem should strongly consider approaching that employee and suggesting that he/she either seek a leave of absence or seek help through the **EAP Preferred Program (EAPP)**. (See Attachment 1 for Name, Address and telephone number.) Prior to approaching a coworker about an alcohol abuse problem, you may first want to consider seeking help from a Union representative, a management representative, or **EAP Preferred**.*

If a Sun Tran employee reasonably believes that a coworker or a supervisor, while on duty is under the influence of alcohol, is drinking on the job or is in violation of any other FTA alcohol regulation, the employee should immediately report this to management for appropriate action. As difficult as it may be to report a fellow employee, the safety of the public and the safety of all Sun Tran employees must be the primary objective of everyone.

10. Sun Tran's Right to Drug and Alcohol Test Independent of FTA Regulations

Article 15, Section 3, of the Collective Bargaining Agreement provides:

SECTION 3 - Upon reasonable cause the Company will require an employee to be tested for the use of controlled substances and alcohol.

Reasonable cause is defined as an employee's observable action, appearance, or conduct that indicates the need for a fitness-for duty medical evaluation.

The employee's conduct must be witnessed by at least two (2) supervisors, except in the instances when only one (1) supervisor is on duty. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisors confront an employee, a Union representative shall be made available pursuant to Article 7 of this agreement.

Documentation of the employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior. In addition, a copy shall be sent to the Local Union as soon as it is completed and signed.

In addition, employees will be given a drug test in the event of:

- An accident, involving personal injury, or*
- one or more motor vehicles incur disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle, or*
- the occurrence results in property damage that is estimated to be more than \$15,000.*

The employee will be sent to a designated medical clinic and submit to a drug test. The Company shall pay the cost of these tests. If, after tests are made, the employee is found to be fit, the employee shall suffer no loss in pay for his normal work missed, and also be paid for any time he is required to spend over his regular work shift, due to such testing.

The Company and the Union will comply with all Federal Transportation Administration federal regulations as they apply to drug and alcohol testing.

This provision applies to all bargaining unit employees regardless of whether they are safety-sensitive employees. Sun Tran reserves the right to drug and alcohol test non-bargaining unit employees, including managers and supervisors, if there is a reasonable basis to believe they are unfit for duty due to the use of alcohol or drugs.

11. Employee Education and Training Program

Sun Tran offers an Employee Assistance Program. The Employee Assistance Program is called EAP Preferred (EAPP) and it includes an educational component.

The primary goals of the educational component are to educate our drivers and other employees on the perils of using drugs and misusing alcohol. Another goal will be to help resolve any alcohol or drug related problems within our operation.

The training portion of EAPP will encourage communication between employees and management concerning alcohol and drug related problems.

The effects and consequences of alcohol and drug use on personal health, safety, and the work environment will be addressed. At appropriate times, Sun Tran will display and distribute informational materials on the effects and consequences of drug use and alcohol misuse on personal health, safety, and the work environment.

FTA requires a minimum of one hour of drug training for covered employees. Training includes indicators and effects of drug use.

Sun Tran supervisors and managers who may make reasonable suspicion determinations will receive at least 60 minute of training on recognizing the physical, behavioral, and performance indicators of probable drug abuse.

Supervisors and managers will also receive at least 60 minutes of training to recognize the symptoms of alcohol misuse.

12. Conclusion

All safety-sensitive employees are required to comply with this Policy Statement. Compliance with FTA Drug and Alcohol Misuse Regulations, the Collective Bargaining Agreement, and Sun Tran policy regarding drug use and alcohol misuse is a condition of employment. Should you have any questions or concerns regarding your obligations as a safety-sensitive employee, or if you desire to review FTA Regulations on drug abuse and alcohol misuse, do not hesitate to speak to the Drug and Alcohol Program Manager (DAPM) (see Attachment 1).



TUCSON TRANSIT MANAGEMENT, LLC.

UNANIMOUS WRITTEN CONSENT

The following being all the Tucson Transit Management, LLC dba Sun Tran, an Arizona corporation ("the Company") hereby adopt the following Resolution by unanimous consent without the necessity of a meeting, in accordance with the By Laws of the Corporation and the laws of the State of Arizona.

RESOLVED that pursuant to Federal Transit Administration Regulations, 40CFR, Section 655, the local Governing Board of Tucson Transit Management, LLC dba Sun Tran, for the City of Tucson, Arizona, hereby adopts the Tucson Transit Management, LLC dba Sun Tran Drug and Alcohol Policy on January 1, 2018.

A handwritten signature in black ink, appearing to read "S. Spade", is written over a horizontal line.

Steve Spade

General Manager
Title



ATTACHMENT 1

Drug and Alcohol Program Manager (DAPM) and Designated Employer Representative (DER)

Any questions regarding this policy or any other aspect of Sun Tran's Drug and Alcohol Policy should be addressed to the following representatives:

DAPM

Name: Steve Spade
Title: General Manager- Sun Tran/Sun Van/Sun Link
Address: 3920 N Sun Tran Blvd, Tucson, AZ 85705
Tel #: 520.206.8809
Fax #: 520.293.3348

DER

Name: Miyuki Powell
Title: Human Resources Technician
Address: 3920 N Sun Tran Blvd, Tucson, AZ 85705
Tel #: 520.206.8823
Fax #: 520.293.3348

A complete copy of regulation 49CFR, part 40 as amended and 655 as amended, is available for review in the Human Resources Department.

MEDICAL REVIEW OFFICERS

MBI

1001 E Palmdale, Tucson, AZ 85714, Tel #: [520.807.1060](tel:520.807.1060)

Dr. Linda Burke-Scott
Dr. Seth Maxwell
Dr. Scott Conley

Hours of operation – Monday through Friday 7:00 a.m. to 5:00 p.m. Saturday, 8:00a.m. to 12:00 p.m. Available after hours on call. If no answer, call [520.360.2532](tel:520.360.2532).

MBI

1661 W Grant Rd, Tucson, AZ 85745, Tel #: [520.207.0663](tel:520.207.0663)

Dr. Linda Burke-Scott
Dr. Seth Maxwell
Dr. Scott Conley

Hours of operation – Monday through Friday 8:00 a.m. to 5:00 p.m. Available after hours on call. Supervisors to call [520.360.2532](tel:520.360.2532) and ask for the on-call drug & alcohol collector.

ARCPOINT LABS

6401 S Country Club Rd, Ste 105, Tucson, AZ 85706, Tel#: 520.230.8900

Dr. David Nahin, 9501 Northfield Blvd, Denver, CO 80238 Tel#: [877.585.7366](tel:877.585.7366)

Hours of operation - Monday through Friday 8:00 a.m. to 5:00 p.m. Available after hours on call. If no answer, leave a message at [520.800.9235](tel:520.800.9235).

EMPLOYEE ASSISTANCE PROGRAM

EAP Preferred (EAPP), 2700 N 3rd St, Suite 2008, Phoenix, AZ 85004, Tel #: 602.264.4600

Substance Abuse Professionals:

Rebecca Smith, Med, SAP
798 N 5th Ave, Suite 224
Tucson, AZ 85705
(520) 465-7880

Joe A Santos, ACSW, LCSW
77 Calle Portal C240
Sierra Vista, AZ 85635
Tel# 520.456.5885



Tucson Transit Management, LLC
dba Sun Van

Drug and Alcohol Policy

Effective as of 03/21/2018

Revised 4/12/2021

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1. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, but reflect Sun Van's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All Sun Van employees are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the Designated Employee Representative or Drug and Alcohol Program Manager no later than five days after such conviction.

2. Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

3. Prohibited Behavior

Use of illegal drugs is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body at or above the minimum thresholds defined in Part 40. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

4. Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional.

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties for at least eight hours unless a retest results in the employee's alcohol concentration being less than 0.02.

Zero Tolerance

Per Sun Van policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be referred to a Substance Abuse Professional (SAP) **and terminated from employment.**

5. Circumstances for Testing

Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

For safety-sensitive employees on temporary leave for more than thirty (30) days, but less than ninety (90) days, the employee must pass a non-DOT-regulated pre-employment test prior to returning to duty. Employees in non-safety-sensitive positions and those not covered by FTA/DOT regulations who are on temporary leave lasting more than thirty (30) days will be required to pass a non-DOT-regulated pre-employment test prior to returning to duty. Testing under Company authority is not federally-regulated and will be conducted on non-federal forms.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when Sun Van has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

If any reasonable suspicion alcohol test is not administered within two hours following the reasonable suspicion determination, Sun Van will document the reasons why the test was not promptly administered. If the test is not administered within eight hours following the reasonable suspicion determination, Sun Van will no longer attempt to administer an alcohol test and will document the reasons for its inability to do so.

If any reasonable suspicion testing circumstance occurs, a Sun Van representative will transport the individual to an appropriate collection facility and await the completion of the collection procedure. The Sun Van representative will then transport the individual back to the Sun Van premises, where a spouse, family member or other individual will be contacted to transport the individual home. In the event no such individual is available, Sun Van will contact a taxi to transport the employee home. If the reasonable suspicion test result is negative, Sun Van will reimburse the employee for the cost of the taxi. If the employee refuses to comply with any of these procedures and attempts to operate his/her own vehicle, Sun Van will take appropriate efforts to discourage him/her from doing so, up to and including contacting local law enforcement officials.

Any employee failing to cooperate with any of the above procedures will be subject to discipline, up to and including discharge.

Sun Van is dedicated to assuring the fair and equitable application of the substance abuse policy. Supervisors/managers are required to use and apply all aspects of the policy in an unbiased and impartial manner and that any supervisor/manager who knowingly disregards the requirements of the policy or who has found to be deliberately misusing the policy in regard to subordinates will be subject to disciplinary action.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by Sun Van using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by Sun Van using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

An employee who is required to submit to a Pre-Employment, Reasonable Suspicion, or Post-Accident drug and/or alcohol test shall not be assigned to operate any Company vehicle and/or perform safety sensitive functions pending the outcome of such test(s). Sun Van may at its option, assign such employee to available non-safety sensitive duties or place him/her on temporary suspension.

An employee whose drug and/or alcohol test produces a negative result shall be promptly returned to his or her former work. Under no circumstances will an employee be made whole for any lost wages on a negative result if he or she is suspended for any additional purposes concurrently with the waiting of the outcome of his or her results. However, an employee not suspended for additional purposes shall be made whole for any lost wages on a negative result.

An employee whose alcohol or controlled substance confirmatory test produces a positive result shall not be made whole for any wages lost.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates. **Effective January 1, 2019, testing rates are 50% of safety-sensitive employees for drugs and 10% of safety-sensitive employees for alcohol.**

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after

the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Random Testing – End of Shift

Random testing may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide advance, verifiable notice of scheduled medical or child care commitments will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift. Verifiable documentation of a previously scheduled medical or child care commitment, for the period immediately following an employee's shift, must be provided at least **five (5) hours** before the end of the shift.

6. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen

If there is a negative dilute test result, Sun Van will accept the test result and there will be no retest, unless the creatinine concentration of a negative dilute specimen was greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. Sun Van guarantees that the split specimen test will be conducted in a timely fashion. **Any retest will be at the employee's expense,** though testing of the split specimen will not be delayed due to an employee's inability to pay.

7. Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by Sun Van.

- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or Sun Van for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or Sun Van's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP.

8. Voluntary Self-Referral

Any employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the Human Resources Department, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

9. Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to Designated Employee Representative. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

Any individual taking over-the-counter medications or prescription drugs should discuss the use of the medication with the physician prescribing the medication and to authorize Sun Van's medical review officer to communicate with that physician about the medication, its possible side effects, the condition requiring the taking of the medication and their relationship to the individual's ability to safely perform his/her job.

In the event it is determined by the MRO that an employee is taking or is under the influence of a prescribed medication that will pose a direct threat of harm to the safety and health of the employee, his/her co-workers and/or the general public, the employee may be placed on a medical leave of absence until that threat is acceptably reduced or eliminated.

10. Contact Persons (DAPM and DERs)

For questions about Sun Van's anti-drug and alcohol misuse program, contact:

Joseph Decker
Safety Manager, Drug & Alcohol Program Manager (DAPM)
Sun Van
3401 E. Ajo Way
Tucson, AZ 85713
(520) 628-3310

Cynthia Hoyos
Human Resources Technician, Designated Employer Representative (DER)
Sun Van
3401 E. Ajo Way
Tucson, AZ 85713
(520) 798-1000 ext. 83641

Attachment A: Covered Positions

Van Operators – Those employees who operate a revenue service or non-revenue vehicle when required to be operated by a holder of a class D driver license.

Vehicle Maintenance Workers – Those employees who maintain a revenue vehicle or equipment used in revenue service. (Currently, all maintenance is contracted out.)

Employees Holding a Commercial Driver License (CDL) – Any employees who hold a CDL license and are subject to revenue vehicle operation, may operate a non-revenue vehicle when required to be operated by a holder of a CDL, and/or perform vehicle maintenance on equipment used in revenue service.

Dispatchers – Those employees who control the dispatch or movement of a revenue vehicle.

Supervisors – Those employees who have job descriptions that include safety-sensitive functions.



DRUG AND ALCOHOL POLICY

REVISION 2.4

Issued 01/01/2019

Policy SS-0003

Record of Revisions

Revision Number	Date	Revision Description	Initials
00	8/19/2013	Initial Issue	MA
01	10/03/2014	Addition of non-DOT testing criteria, Drug-Free Workplace Statement.	MA
02	9/15/2017	Update of contact information on Attachment "Drug and Alcohol Program Manager (DAPM) and Designated Employer Representative (DER).	DN
2.1	1/01/2018	Changed term "Opiates" to "Opioids". Page 1	DN
2.2	3/27/2018	Per FTA audit, changes made to sections 3.0, 3.1, 4.0, 5.1, 9.0 and addition of new substance abuse professional, page 17.	DN
2.3	5/21/2018	Section 10.0 Sun Link Company Policy: Additional testing changes.	DN
2.4		Add the word Fatlity to post accident testing requirements. Changed Random Drug Testing from 25% to 50%.	DN

MEMORANDUM

To: All Sun Link Employees

CC: File

From: Steve Bethel, General Manager

Date: 01/01/2019

RE: DRUG & ALCOHOL POLICY STATEMENT

Sun Link is dedicated to providing safe, dependable, and economical transportation services to its patrons. Sun Link employees are a valuable resource and it is also our goal to provide a safe, healthy and satisfying working environment for our employees. In meeting these goals, it is our policy to:

- Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
- Create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse;
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances;
- Encourage employees to seek professional assistance when substance abuse adversely affects their ability to perform their assigned duties.

Sun Link has a zero-tolerance policy and will terminate any safety-sensitive employee who reports to duty with an alcohol concentration of greater than 0.00, tests positive for illegal drug use, or who refuses to comply with a reasonable order to submit to a drug or alcohol test.

Each employee shall be provided a signed copy of the adopted policy.

This policy is approved by Sun Link Board of Directors and is effective as of January 01, 2019

Name: Steve Bethel

Title: General Manager

Signature: _____

Date 01/01/2019

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1.0 INTRODUCTION

Tucson Streetcar, Inc., d.b.a. Sun Link Streetcar, adopted this policy statement in 2013, to comply with the requirements of the Federal Transit Administration (hereinafter “FTA”) Regulations, **Prevention of Alcohol Misuse and Prohibited Drug Use In Transit Operations**, 49 CFR Part 655. Federal Transit Regulations 49 CFR Part 655 mandates drug and alcohol testing for safety-sensitive positions and prohibits employees from performing safety-sensitive functions when an employee has tested positive for drugs and/or alcohol. The regulations governing the procedures for testing programs are set forth in 49 CFR Part 40 as amended. Copies of the Federal regulations are available for inspection in Sun Link Streetcar Office.

The purpose of this policy is to advise safety-sensitive employees of their obligations under federal law and of Sun Link’s policy prohibiting the use of illegal drugs on or off duty and prohibiting the use of alcohol on duty or misuse alcohol off duty in a manner that may affect their performance on duty. This policy sets out the consequences if a safety-sensitive employee does not comply and discusses drug and alcohol tests and testing procedures required by federal law. Finally, this Policy Statement delineates educational, training, and assessment programs available to Sun Link employees.

Sun Link has designated the Safety and Security Officer to be the Drug and Alcohol Program Manager and Designated Employer Representative (DER) who will be responsible for answering employee questions about this Anti-Drug and Alcohol Misuse Program.

Sun Link will use a licensed physician, who is certified as a Medical Review Officer (MRO), to review positive drug test results and to comply with other requirements of FTA Regulations 49 CFR Part 40 as amended and 655.

Sun Link will also designate a Substance Abuse Professional(s) who will be available to evaluate Sun Link employees who are not in compliance with alcohol misuse and anti-drug requirements of FTA Regulations. This is a DOT-qualified Substance Abuse Professional who has knowledge and clinical experience in the diagnosis and training of drug and alcohol disorders.

At times authorized by FTA Regulations, Sun Link will test safety-sensitive employees for the misuse of alcohol. Sun Link will also test safety-sensitive employees for the use of the following controlled substances:

- Marijuana
- Cocaine
- Opioids
- Amphetamines
- Phencyclidine (PCP)

It is a condition of employment that all safety-sensitive employees comply with this Policy and FTA Regulations effective **August 19, 2013**, as originally adopted and as subsequently revised.

2.0 SUN LINK EMPLOYEES SUBJECT TO FTA TESTING REQUIREMENTS

FTA drug and alcohol testing requirements apply to employees who perform or who may be expected to perform a “safety-sensitive function”, which includes any of the following duties:

- Operating a revenue service vehicle, including when not in revenue service.
- Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver’s License.
- Controlling the dispatch (e.g. employees working in the Operation Control Center) or movement of a revenue service vehicle.
- Maintaining a revenue service vehicle or equipment used in a revenue service vehicle.
- Contractor employees who are permitted to perform any of the above listed safety-sensitive duties.

Pursuant to the above standard, the following Sun Link employees are subject to FTA drug and alcohol use restrictions and drug and alcohol testing:

- Streetcar Operators
- Dispatchers/Supervisors
- Mechanics
- All Supervisors and Managers who are responsible to perform any of the above duties.

3.0 DRUG USE PROHIBITIONS AND CONSEQUENCES

Under the Drug-Free Workplace Act, all Sun Link employees are prohibited from manufacturing, distributing, dispensing, possessing, or using illegal drugs in the workplace. Any Sun Link employee convicted of a criminal drug statute violation that occurred in the Sun Link workplace is required to notify Sun Link of that conviction within five days after such conviction, as provided in The Drug-Free Workplace Act of 1988. In addition, under FTA Regulations, any safety-sensitive employee who tests positive for the use of prohibited drugs or who refuses to submit to an FTA-required drug test must cease performing safety-sensitive duties immediately and must be referred to a substance abuse professional. FTA Regulations state federally mandated cut-off limits for the minimum quantity of a drug that must be detected in the initial test and also in the confirming test in order for a drug test to be reported as a positive.

Sun Link’s company policy has a zero-tolerance policy and will terminate any employee who tests positive for illegal drug use or who refuses to comply with a reasonable order to submit to a drug test. Sun Link’s termination policy includes both supervisory and non-supervisory employees and applies regardless of whether illegal drug use occurred on or off the job.

The sole exception to this termination policy is that any covered employee who is using illegal drugs and comes forward prior to being notified of, or becoming aware of, an imminent drug test of that employee will be referred to an Employee Assistance Program (EAP) and given a leave of absence to permit the employee to enter a drug rehabilitation program approved by the EAP. The employee may use accrued sick leave, vacation, or other accrued leave while on this leave of absence. If the employee has no accrued leave time available, the leave will be without pay. In regard to any approved treatment program, Sun Link will bear any

cost of such a program that is currently covered under the Health Plan. Should an employee use illegal drugs again, fail to attend or successfully complete any designated drug program, or fail to otherwise comply with applicable FTA Regulations or Sun Link requirements, he/she will be terminated.

In parallel with FTA Regulations, if the employee successfully completes the program recommended by an EAP, he/she will be subject to a *non-DOT* return-to-duty drug test, a possible alcohol test, and *non-DOT* follow-up random tests for up to 60 months after returning to work. *Sun Link requires that the employee must pass a minimum of six follow-up tests within the first 12 months back in a safety-sensitive position. Should the employee test positive for illegal drug use within the 60-month period, he/she will be terminated.*

3.1 Legal Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functions, motor skills, or judgment may be adversely affected should be discussed by employees with their appropriate health care professional before performing work-related duties. Educational information regarding prescription and over-the-counter medications should be obtained from either a health care professional or pharmacist. Employees are urged strongly to seek and obtain medical advice prior to using prescription or over-the-counter drugs that may adversely affect their ability to safely operate or maintain vehicles.

A legally prescribed drug means that the individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. A valid prescription includes the patient's name, the name of the substance, quantity/amount to be taken, and the period of time of the authorization.

4.0 ALCOHOL MISUSE PROHIBITIONS AND CONSEQUENCES

FTA Regulations prohibit a safety-sensitive employee from reporting for any safety-sensitive duty or remaining on duty while having an alcohol concentration of 0.04 or greater. ***Sun Link will not permit an employee to perform safety-sensitive duties under these circumstances. Sun Link has a zero-tolerance policy and Sun Link will terminate any safety-sensitive employee who reports to duty with an alcohol concentration of greater than 0.00.***

FTA Regulations also prohibit a safety-sensitive employee from consuming any alcohol while performing a safety-sensitive function. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol. Sun Link will not permit any employee to perform safety-sensitive duties under these circumstances.

FTA Regulations strictly prohibit any safety-sensitive employee from consuming alcohol, including alcohol in medication, within four (4) hours prior to performing a safety-sensitive function. ***Sun Link's policy strictly prohibits any safety-sensitive employee from consuming alcohol, including alcohol in medication, within eight (8) hours prior to performing a safety-sensitive function.*** In addition, any safety-sensitive employee who is "on call" may not use alcohol during the call time. If an employee uses alcohol while on call, they should acknowledge that use when called to

report to duty and indicate the inability to perform safety-sensitive functions. If the employee acknowledges the use of alcohol while on call but claims an ability to perform safety-sensitive functions, an alcohol test shall be required.

Under FTA Regulations, any safety-sensitive employee who is required to take an alcohol test after an accident is prohibited from using alcohol for eight (8) hours after the accident or until he/she has undergone a post-accident alcohol test, whichever occurs first.

Any safety-sensitive employee who violates any of the above FTA alcohol restrictions or who refuses to submit to an FTA-required alcohol test must cease performing safety-sensitive functions and will be referred to a DOT-qualified substance abuse professional and terminated. ***FTA Regulations do not require that Sun Link terminate a safety-sensitive employee who reports to duty with an alcohol concentration of greater than 0.00, uses alcohol on the job, or refuses to submit to an alcohol test. However, Sun Link will terminate any safety-sensitive employee who reports to duty with an alcohol content of greater than 0.00, uses alcohol on the job, or refuses to submit to an alcohol test after being given a reasonable order to do so by a supervisor or manager. This applies to both supervisory and non-supervisory employees.***

Sun Link will terminate an employee for drunkenness, drinking on the job, or refusing to comply with a reasonable order of a supervisor to take an alcohol test. Employees who are not drunk while on duty but who use alcohol in violation of FTA Regulations and/or Sun Link policy, such as within four hours prior to duty or while on call, are also subject to appropriate disciplinary action.

Any Sun Link employee who believes he/she has an alcohol misuse problem that may affect work performance may seek a medical leave of absence. Any employee who seeks a leave of absence, via self-referring prior to being identified as violating any of the above alcohol misuse rules or prior to being notified of a mandatory alcohol test will not be disciplined but will be referred to a substance abuse professional. The employee must comply with the recommendations of the substance abuse professional. Any leave of absence granted will be without pay unless the employee has accrued sick or vacation pay. Sun Link will bear any costs of an approved treatment program to the extent that cost is covered under the Health Plan.

In parallel with FTA Regulations, if the EAP recommends that the employee is returned to work, the employee must successfully complete a *non-DOT* return to duty alcohol test and possibly a drug test if recommended by the EAP. Sun Link requires that the employee must pass a minimum of six *non-DOT* follow-up tests within the first 12 months back in a safety-sensitive position. The employee will then be subject to *non-DOT* follow-up testing for up to sixty months.

5.0 CIRCUMSTANCES UNDER WHICH A SAFETY-SENSITIVE EMPLOYEE WILL BE TESTED PURSUANT TO FTA REGULATIONS

5.1 Pre-Employment Testing

Sun Link may not allow an applicant to work in a safety-sensitive position or transfer a non-safety-sensitive employee to a safety-sensitive position unless the applicant or

transferee passes a drug test with a verified negative result. When a covered employee or applicant has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in Sun Link's random selection pool during that time, Sun Link shall ensure that the employee takes a pre-employment drug test with a verified negative result.

If otherwise qualified, an individual with permanent or long-term disabilities that directly renders him/her unable to provide an adequate urine specimen will be able to perform safety-sensitive duties despite their inability to provide urine during a pre-employment test. The certified MRO will determine long-term inability to provide urine by medical examination and consultation with the employee's physician.

If a pre-employment test is canceled, the individual must take another pre-employment test with a verified negative result prior to the individual performing any safety-sensitive function. In addition, any applicant or person transferring to a safety-sensitive position who previously failed or refused any DOT required pre-employment test with any DOT-covered employer must show evidence of treatment by a substance abuse professional who meets DOT requirements.

5.2 Reasonable Suspicion Testing

Sun Link shall conduct a drug or alcohol test when there is a reasonable suspicion to believe that a safety-sensitive employee has used a prohibited drug or has violated any FTA alcohol misuse regulation. Under FTA Regulations, Sun Link's determination of reasonable suspicion must be made by a trained supervisor or trained Company official and must comply with FTA standards. One trained supervisor or trained Company official must articulate, substantiate, and document physical, behavioral, and performance indicators of probable drug use or alcohol misuse by observing the appearance, behavior, speech, or body odors of the covered employee. Alcohol testing is authorized under FTA regulations only if the observations of the trained supervisor or company official are made during, just preceding, or just after the period of performing safety-sensitive duties that the covered employee is required to be in compliance with FTA alcohol regulations. A safety-sensitive employee may be subject to reasonable suspicion drug testing any time while on duty.

5.3 Post-Accident Testing

As soon as practicable after a fatal accident, Sun Link must drug and alcohol test each surviving safety-sensitive employee operating the Streetcar at the time of the accident. Sun Link must also drug and alcohol tests any other safety-sensitive employee whose performance could have contributed to the accident. In the event an FTA drug test is not administered within 32 hours following an accident, management will cease attempts to administer the drug test and document the reasons why. In the event an FTA alcohol test is not administered within two hours following an accident, management will document the reasons why the test was not promptly administered. If an alcohol test is not administered within eight hours following an accident, Sun Link will make no further effort to administer an alcohol test and will document the reasons why the test was not administered within eight hours.

Under FTA Regulations, an accident occurs when an individual suffers a fatality or bodily injury and immediately receives medical treatment away from the scene of the accident, if any vehicle involved in the accident incurs disabling damage and is

transported away from the scene by a tow truck or other vehicle, or if the streetcar vehicle is removed from operation.

As soon as practicable after a non-fatal accident, Sun Link must drug and alcohol test any safety-sensitive employee operating the Streetcar vehicle at the time of the accident, unless a Sun Link supervisor with authority to do so determines, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident. Sun Link must also drug and alcohol tests any other safety-sensitive employee whose performance could have contributed to the accident.

A safety-sensitive employee who is subject to a post-accident test and fails to remain readily available for such testing, including notifying Sun Link of their location if he/she leaves the scene of the accident prior to a test, may be deemed under FTA Regulations to have refused to submit to such testing. A Sun Link employee is not prohibited from leaving the scene of an accident for a short period of time if necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

In the event that an employee involved in an accident while on-duty either loses their life, is unconscious, or is injured, the employee will not be drug or alcohol tested unless the individual is able to give consent as per DOT regulations. However, FTA Regulations provide that the results of a blood, urine, or breath test conducted by Federal, State, or local officials shall be considered to meet the requirements of this section, provided such test conforms to the applicable Federal, State, or local testing requirements, and that the test results are obtained by Sun Link. These test results can be used only if Sun Link was unable to perform a post-accident test within the time period required by FTA regulations.

5.4 Random Testing

Random drug and alcohol testing must be carried out by Sun Link at the minimum annual percentage rate required by FTA Regulations. Sun Link is currently required to randomly drug test a minimum of 50% of the total number of safety-sensitive employees per year in accordance with FTA regulations. Sun Link is currently required to randomly alcohol test a minimum of 10% of the total number of safety-sensitive employees per year. Each safety-sensitive employee shall have an equal chance of being selected each time random tests are conducted regardless of whether the employee was previously randomly selected. Sun Link utilizes a scientifically valid, computer-based random number generator in selecting safety-sensitive employees for random drug and alcohol tests. There is no discretion on the part of management or operations in the selection and notification of individuals for testing. Random tests will be unannounced and immediate. Testing of randomly-selected covered employees shall be unpredictable. The testing will start in January and be spread reasonably throughout the calendar year and may be conducted on all days and hours during which the transit service is in operation. A safety-sensitive employee shall be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A safety-sensitive employee may be randomly tested for prohibited drug use at any time while on duty.

6.0 REFUSAL TO TAKE AN FTA REQUIRED DRUG OR ALCOHOL TEST

It is a condition of employment with Sun Link that safety-sensitive employees submit to drug or alcohol tests required by FTA Regulations. Under FTA Regulations, any employee who refuses to submit to an FTA-required drug or alcohol test must be immediately removed from safety-sensitive duties and referred to a DOT-qualified substance abuse professional. A refusal by an employee to submit to an FTA-required drug test will be treated by Sun Link as a verified positive result. Sun Link will immediately terminate any safety-sensitive employee who knowingly refuses to submit to an FTA required drug or alcohol test.

The types of behavior that will be considered a refusal to take a required FTA drug test include:

- Intentionally refusing to comply with a direct order to take a test.
- Failure to appear for any test (except a pre-employment test) within a reasonable time, after being directed to do so.
- Failure to remain at the testing site until the testing process is complete; provided that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
- Failure to provide a urine specimen for a drug test; provided that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
- In the case of a directly observed or monitored collection in a drug test, failure to permit the observation or monitoring of your provision of a specimen.
- Failure to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Failure or refusal to take an additional drug test that Sun Link or the collector has directed you to take.
- Failure to remain available for post-accident testing.
- Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by Sun Link. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.
- Failure to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector).
- If the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
- 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.
- Admit to the collector or MRO that you adulterated or substituted the specimen.

The types of behavior that will be considered a refusal to take an FTA required alcohol test include:

- Intentionally refusing to comply with a direct order to take a test.
- Failure to appear for any test within a reasonable time after being directed to do so.
- Failure to remain at the testing site until the testing process is complete.
- Failure to provide an adequate amount of saliva or breath for any alcohol test required.
- Failure to provide a sufficient breath specimen and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Failure to undergo a medical examination or evaluation, as directed by Sun Link as part of an insufficient breath procedures medical evaluation.
- Failure to sign the certification at Step 2 of the Alcohol Testing Form.
- Failure to cooperate with any part of the testing process.

7.0 METHODS OF TESTING AND OF SAFEGUARDING THE VALIDITY OF TESTS

All testing for the presence of illegal drugs or alcohol misuse will protect the employee and the integrity of the drug and alcohol testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct covered employee. This will be accomplished by conducting all DOT drug and alcohol testing in accordance with the procedures set forth in 49 CFR Part 40 as amended.

Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted, or invalid.

Sun Link's non-DOT testing will mirror Sun Link's DOT testing but will be completed using non-DOT forms.

7.1 Drug Testing

An employee will be directed to a designated collection facility where a urine specimen will be collected in a confidential, sanitary, and secure method. The specimen will be split into two samples in the presence of the donor employee. The two samples will be appropriately labeled, sealed, stored, and then transported to a Department of Health and Human Services (DHHS) certified laboratory for scientific analysis of one of the samples. USDOT regulations require that Sun Link utilize only laboratories certified under the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs" 53 FR 11970, April 11, 1988, and subsequent amendments thereto. Sun Link currently utilizes Clinical Reference Laboratory (CRL), 8433 Quivira Road, Lenexa, KS 66215, and Lab Corporation Of America Holdings, 7207 N. Gessner Rd, Houston, TX 77040, both DHHS certified laboratories. An appropriate chain of custody will be maintained to

assure that the two samples are not tampered with, altered, or misidentified. This will assure that no confusion will arise over whether the ultimate test results are accurate and are the true test results of the donor employee. Collection and forwarding procedures of the collection facility and testing procedures of the certified laboratory must be in compliance with Department of Transportation Drug and Alcohol Testing Procedures, 49 CFR Part 40, as amended: Procedures For Transportation Workplace Drug and Alcohol Testing Programs.

The laboratory will analyze one of the samples. If the initial test is positive, the laboratory must confirm it with a different chemical analysis of the same sample. If the confirmatory test of the same sample is positive, the laboratory will report it to the Sun Link certified Medical Review Officer ("MRO"), who is a licensed physician. Prior to verifying the test as positive, the employee will be given the opportunity to provide a legitimate medical explanation.

Pursuant to DOT Regulations, Sun Link will treat a positive dilute drug test as a positive drug test result. Sun Link will treat a negative dilute drug test as a negative drug test result.

A test reported as a dilute negative will be treated as a negative test by Sun Link unless the MRO directs that the employee is retested under direct observation because the creatinine concentration of the specimen was equal to or greater than 2 mg/dl, but less than or equal to 5 mg/dl.

If the MRO verifies the test as positive, the employee will have 72 hours after being notified by the MRO of the verified positive result to contact the MRO and request that the untested split specimen be tested at a different federally certified laboratory. If this request is made by the employee and the split sample is unavailable or inadequate for testing the employee will be required to go to the collection site for another specimen collection under a direct observation protocol immediately after being directed by Sun Link. Employees do not have access to a test of their split specimen following an invalid result.

Observed Collections are required in the following circumstances:

- All DOT and non-DOT (per company policy via a self-referral) return-to-duty tests;
- All DOT and non-DOT (per company policy via a self-referral) follow-up tests;
- Anytime the employee is directed to provide another specimen because the temperature of the original specimen was out of the accepted temperature range of 90 degrees F – 100 degrees F.
- Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
- Anytime a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen.
- Anytime the employee is directed to provide another specimen because the laboratory reported to the MRO that there was not an adequate medical explanation for the result.
- Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated,

or substituted, but had to be canceled because the test of the split specimen could not be performed.

7.2 Alcohol Testing

A breath specimen will be collected through the use of an evidential breath-testing device ("EBT"). The device must be able to either print confirmation tests in triplicate or to print three consecutive identical copies. It must also print a unique and sequential number of each completed test and print the number on each copy of the result. The EBT serial number and time of the test must also be printed.

A certified Breath Alcohol Technician ("BAT") who is appropriately trained and can demonstrate competence in the use of the EBT must perform the breath test. Sun Link will contract with a collection facility to conduct breath alcohol tests with certified and trained facility personnel who are qualified Breath Alcohol Technicians. Testing will be conducted in a confidential setting either at the collection facility or by a mobile collection vehicle operated by the medical facility.

Upon arrival for testing, the Sun Link employee must provide positive identification to the BAT. The testing procedures will be explained by the BAT and the Sun Link employee will be required to sign an alcohol testing form prior to testing. The Sun Link employee will receive a copy of the form at the end of the collection procedure.

The BAT will attach a disposable mouthpiece to the EBT in front of the employee. The employee will then blow forcefully into the mouthpiece for at least six seconds. The BAT must then show the employee the results displayed on the EBT or the printed results.

If the result is greater than 0.02, a confirmation test must be performed. This test must be conducted at least 15 minutes, but not more than 30 minutes, after the completion of the initial test. The BAT will conduct an air blank test on the EBT prior to the confirmation test. The confirmation test will be conducted using the same procedures as the initial test. A new mouthpiece will be used.

The confirmation test result will be the final result. If the result displayed on the EBT is not the same as that in the printed form, the test will be canceled and the EBT will be removed from service.

The BAT will sign and date the results form. The employee will sign and date the certification statement that includes a notice that the employee cannot perform safety-sensitive duties or operate a motor vehicle if the result is 0.02 or greater.

The BAT will notify Sun Link of the results in a confidential manner. All DOT testing must be accomplished in accordance with the Department of Transportation Drug and Alcohol Testing Procedures, 49 CFR Part 40, as amended.

8.0 RECORD KEEPING REQUIREMENTS

Employee drug and alcohol test results are strictly confidential. The MRO, the laboratory, and the Sun Link Safety Department are the sole custodians of all original paperwork and records pertaining to the test results. Employee test records must be maintained in confidence as provided in FTA Regulations. Substance abuse testing information is kept in a locked confidential file, separate from the employee's general personnel file.

Sun Link may disclose information related to a positive drug/alcohol test of an individual to the individual or the decision maker in a lawsuit, or other proceeding initiated by, or on behalf of the individual and arising from a certified positive test. Employee test results will not be released to anyone else without the written consent of the tested party, except as required by law. Employees must sign a release when requesting their own test results.

All requests for test records must be submitted in writing to Sun Link General Manager. FTA-regulated employees may request copies of their own drug and alcohol records including laboratory records.

9.0 THE EFFECTS OF ALCOHOL MISUSE ON EMPLOYEES, SYMPTOMS OF ALCOHOL ABUSE AND AVAILABLE METHODS OF INTERVENTION

Alcoholism has been listed as our Nation's third leading cause of death, trailing only heart disease and cancer. In 1981, the National Institute on Alcohol Abuse and Alcoholism reported to Congress that alcohol is a factor in 10% of all deaths in this country.

Experts in alcohol abuse prevention have provided the following signs and symptoms of an employee with an alcohol-related problem. One must be fully aware, however, that the symptoms described below may very well be related to personal problems unrelated to alcohol abuse.

I. Performance

A. Attendance

- ☐ Absences after payday
- ☐ Absences prior to or after scheduled days off
- ☐ Leaving work early
- ☐ Longer lunch/break periods
- ☐ Unexplained absences from work
- ☐ Tardiness
- ☐ Increased absences from work with a variety of explanations

B. Reliability

- ☐ The inclination to put things off
- ☐ Repeated unmet promises
- ☐ Missed deadlines
- ☐ Frequently needing more time than previously to do work

C. Productivity

- ☐ Lowered overall productivity which may be accompanied by periods of high productivity
- ☐ May show no productivity problems for a long period but continued attendance problems

D. Quality

- ☐ Lowered with a decrease in attention to details

- ☐ Increase in error/mistakes
- ☐ More time needed to achieve a former level of quality

II. Behavior

A. Attitudes/Habits

- ☐ Aggressive behavior
- ☐ Avoids supervisor/peers
- ☐ Apologetic for absences/past behaviors; if pressed for improvement, may become defensive
- ☐ Mood swings during the work day
- ☐ May sleep at work
- ☐ Displays congenial behavior when confronted with performance; if pressed, may become abrupt and argumentative
- ☐ Ready with an explanation for most situations

B. Drinking

- ☐ Tickets for DUI
- ☐ Becomes intoxicated at work after arriving sober
- ☐ Arrives at work under the influence
- ☐ The smell of alcohol on the breath
- ☐ Mood swings after lunch/breaks
- ☐ Frequent use of breath purifiers

III. Appearance

- ☐ Changes in appearance may or may not be noticed. The one change that does become apparent with alcohol or drug abuse is the appearance of being tired a great deal of the time.
- ☐ Women: May begin to pay less attention to make-up and hair than before.
- ☐ Men: May show up to work without shaving and begin to slack off on having a haircut as regularly.
- ☐ Attention to personal grooming and hygiene may or may not change.

Safety-sensitive employees with an alcohol problem should seek assistance from the Employee Assistance Program (EAP). A leave of absence should also be strongly considered. No employee will be disciplined if he/she seeks a leave of absence prior to violating any provision of Sun Link's Policy, any FTA Regulation, or prior to being notified of any required drug or alcohol test.

An employee who has good reason to suspect that a coworker has a serious alcohol problem should seek help from a management representative or EAP.

If a Sun Link employee reasonably believes that a co-worker or a supervisor, while on duty, is under the influence of alcohol, is drinking on the job, or is in

violation of any other FTA alcohol regulation, the employee should immediately report this to management for appropriate action. As difficult as it may be to report a fellow employee, the safety of the public and the safety of all Sun Link employees must be the primary objective.

10.0 SUN LINK'S (COMPANY POLICY) RIGHT TO DRUG AND ALCOHOL TEST INDEPENDENT OF FTA REGULATIONS

This provision applies to all Sun Link employees regardless of whether or not they are considered a safety-sensitive employee. Sun Link reserves the right to drug and alcohol test any Sun Link employee, including managers and supervisors, if there is a reason to believe they may be unfit for duty due to the use of prohibited drugs and/or alcohol.

Upon reasonable cause, Sun Link Management will require an employee to be tested for the use of prohibited drugs and alcohol.

Reasonable cause is defined as an employee's observable action, appearance, or conduct that indicates the need for a drug and alcohol test.

The employee's conduct must be witnessed by a supervisor or Sun Link Management that has received training in reasonable suspicion if an employee is to be sent for a drug and alcohol test under this provision.

Documentation of the employee's conduct shall be prepared and signed by the supervisor or Sun Link Manager, who witnessed the employee's behavior, within twenty-four (24) hours of the observed behavior.

In addition, employees will be given a drug and alcohol test in the event of the following non-DOT specific events:

In the event that any Sun Link employee can't be ruled out as a contributing factor in an accident/incident or occurrence they may be tested under Sun Link's Company Policy.

Sun Link Management also reserves the right to require an employee to be tested for the use of prohibited drugs and alcohol if the employee commits a major rule violation.

Major Rule Violations Include:

- An accident involving personal injury;
- One or more motor vehicles incurring disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle; or
- The occurrence resulting in property damage that is estimated to be more than \$25,000.
- Signal violations of any type
- Accepting an improper route (switch violation)
- Unprofessional conduct that results in an altercation with anyone (verbal or physical)
- Speeding in excess of five (5) mph of the posted speed/rail restriction.

In the event that any of the above criteria in this provision are met, the employee will be sent to a designated medical clinic and will submit to a non-DOT drug and alcohol test. Sun Link shall pay the cost of these tests. If, after tests are made, the employee is found to be fit for duty (i.e. tests negative for prohibited drugs and/or alcohol), the employee shall suffer no loss in pay for their normal work missed, and also be paid for any time he/she is required to spend over their regular work shift, due to such testing. If the employee refuses to submit to a drug and/or alcohol test, under this provision, the refusal will be deemed a refusal to test under company policy and reported as such; not a refusal to test under Federal Transit Administration (FTA) regulations.

11.0 EMPLOYEE EDUCATION AND TRAINING PROGRAM

Sun Link offers an Employee Assistance Program. The Employee Assistance Program is called EAP Preferred (EAPP) and it includes an educational component.

The primary goals of the educational component are to educate operators and other employees about the perils of using drugs and misusing alcohol and to resolve any alcohol or drug-related problems within Sun Link operations.

The training portion of EAPP will encourage communication between employees and management concerning alcohol and drug-related problems. The effects and consequences of alcohol and drug use on personal health, safety, and the work environment will be addressed. At appropriate times, Sun Link will display and distribute informational materials on the effects and consequences of drug use and alcohol misuse on personal health, safety, and the work environment.

FTA requires a minimum of one hour of drug training for covered employees. Training includes indicators and effects of drug use. Sun Link supervisors and managers who may make reasonable suspicion determinations will receive at least 60 minutes of training on recognizing the physical, behavioral, and performance indicators of probable drug abuse. Supervisors and managers will also receive at least 60 minutes of training to recognize the symptoms of alcohol misuse.

ATTACHMENT 1

DRUG AND ALCOHOL PROGRAM MANAGER (DAPM) And Designated Employer Representative (DER)

Name:	Daniel Nascarella
Title:	Safety and Security Officer
Address:	290 E. 8 th St, Tucson, AZ 85705
Tel #:	520.837.6761
Fax #:	520.882.3614

Name:	
Title:	
Address:	
Tel #:	
Fax #:	


A complete copy of regulation 49CFR, part 40 as amended, and 655 as amended, is available for review in the Safety and Security Office.

Concentra Health Solutions

- 2301 N. Forbes Rd, #111, Tucson, AZ 85745, Tel #: 520-628-4340
- 2945 W. Ina Rd, #102, Tucson, AZ 85741, Tel #: 520-877-8600
- 888 S. Craycroft Rd, #150, Tucson, AZ 85711, Tel #: 520-747-0446

Medical Review Officer (MRO):

Donald Bucklin, M.D.
10335 N. Scottsdale Rd, Scottsdale, AZ 85253
Tel #: 480-991-9358

 EMPLOYER'S AUTHORIZATION FOR EXAMINATION OR TREATMENT <small>(MUST PRESENT PHOTO ID AT TIME OF SERVICE)</small>	
Patient Name: _____	SSN: _____
Company Name: _____	Date of Birth: _____
Address: _____	Other: _____
City, State, Zip: _____	
SUBSTANCE ABUSE TESTING* <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Notes</div> <input type="checkbox"/> Non-Reg. Urine Collect ONLY (See QUEST CCF) <input type="checkbox"/> Regulated Urine Collection ONLY (See QUEST CCF) <input type="checkbox"/> FMCSA FAA FTA PHMSA USCG (please circle) <input type="checkbox"/> Breath Alcohol Test: DOT or NON-DOT (please circle) <small>(Please fax all Breath Alcohol results to CMCA at 603.772.0179)</small> TEST TYPE <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Pre-Employment <input type="checkbox"/> Post Accident <input type="checkbox"/> Reasonable Cause <input type="checkbox"/> Other </div> <div> <input type="checkbox"/> Random <input type="checkbox"/> Return to Duty <input type="checkbox"/> Follow-Up <small>(*DOT Must be observed)</small> </div> </div>	TPA: Bill TPA for substance abuse components Concentra/CMCA/33014 118 Portsmouth Ave., Ste. B202 Stratham, NH 03885 800.775.5447 LAB: Quest Diagnostics MRO: Workforce QA Paul Teynor, MD 1430 So Main St Ste C Salt Lake City, UT 84115 1.888.249.4575 DER: Designated Employer Representative Name: _____
Authorized By: _____	DER: _____
Phone: _____	Corp. Phone #: _____
Date: _____	Other: _____

After Hours for Employee Testing
SLS will utilize OSCHMANN Employee Screening
Services (520) 745-1029

EMPLOYEE ASSISTANCE PROGRAM:

Rebecca J. Smith, MEd, PCC, NCAC I, BRI II

738 N. 5th Ave, Suite 224, Tucson, AZ 85705
rjs12@me.com, 520-465-7880

Substance Abuse Professional (SAP):

Rebecca J. Smith, MEd, PCC, NCAC I, BRI II
738 N. 5th Ave, Suite 224, Tucson, AZ 85705
rjs12@me.com, 520-465-7880

EMPLOYEE ASSISTANCE PROGRAM:

Joe Santos, LCSW
77 Calle Portal, Suite C240
Sierra Vista, AZ 85635
(520) 456-5885

Substance Abuse Professional (SAP)

Joe Santos, LCSW
77 Calle Portal, Suite C240
Sierra Vista, AZ 85635
(520) 456-5885



**EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT
OF SUN LINK STREETCAR DRUG AND ALCOHOL POLICY**

I have received a legible copy of the Sun Link Streetcar **Drug and Alcohol Policy Revision 2.4** and I understand that my employment with Sun Link is conditioned upon full adherence to this policy.

Employee Name: _____

Employee Signature: _____

Date: _____