

Missouri Department of Transportation
David B. Nichols, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

CCO Form: GS14
Approved: 02/06 (AR)
Revised: 05/14 (AR)
Modified:

REQUEST FOR PROPOSALS
State Safety & Security Oversight Program Consultant Services
RFP 6-141229LK
TABLE OF CONTENTS

INTRODUCTION	3
PROPOSAL	3
ACCEPTANCE	3
SECTION (1): GENERAL DESCRIPTION AND BACKGROUND	
(A) Request for Proposal	4
(B) Background	4
(C) Fiscal Year	4
(D) Contract Period	4
(E) Renewals/Extensions	4
(F) Clarification of Requirements	4
(G) RFP Schedule of Events	5
SECTION (2): SCOPE OF WORK	
(A) Services	6
(B) Specific Requirements	6
(C) Administration of Program	14
SECTION (3): AGREEMENT REQUIREMENTS	
(A) MHTC’s Representative	14
(B) Release to Public	14
(C) Assignment	14
(D) Status as Independent Contractor	14
(E) Components of Agreement	15
(F) Amendments	15
(G) Nondiscrimination	15
(H) Executive Order	15
(I) Incorporation of Provision Regarding Executive Order	15
(J) Non-employment of Unauthorized Aliens	16
(K) Proof of Lawful Presence For Sole Proprietorships and Partnerships	16
(L) Bankruptcy	16
(M) Law of Missouri to Govern	17

(N) Cancellation	17
(O) Venue.....	17
(P) Ownership of Reports.....	17
(Q) Confidentiality.....	17
(R) Nonsolicitation.....	17
(S) Conflict of Interest	17
(T) Maintain Papers.....	18
(U) Indemnification.....	18
(V) Insurance.....	18
SECTION (4): PROPOSAL SUBMISSION INFORMATION	
(A) SUBMISSION OF PROPOSALS	
(1) Pricing and Signature	19
(2) Submission of All Data Required	19
(3) Public Inspection.....	19
(B) REQUIRED ELEMENTS OF PROPOSAL	
(1) Experience	19
(2) Personnel.....	19
(3) References.....	19
(C) EVALUATION CRITERIA AND PROCESS	
(1) Evaluation Factors	20
(2) Historic Information.....	20
(3) Responsibility to Submit Information.....	20
(D) PRICING	
Fee Schedule	20
SECTION (5): PRICE PAGE	
(A) FEE SCHEDULE.....	21
(B) EXPENSES.....	22

- EXHIBIT A: APPLICABLE FTA PROCUREMENT TERMS & CONDITIONS**
- EXHIBIT B: FIRM'S PRIOR EXPERIENCE**
- EXHIBIT C: PROFESSIONAL AND ADMINISTRATIVE STAFF**
- EXHIBIT D: ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**
- EXHIBIT E: APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**
- EXHIBIT F: SSO MANUAL**

LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish State Safety & Security Oversight Program Consultant Services to the Missouri Highways and Transportation Commission (**MHTC**). One original and (3) copies of each proposal must be mailed in a sealed envelope to Ms. Leann Kottwitz, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri 65109. Proposals must be returned to the offices of Ms. Leann Kottwitz no later than 2:00 p.m., December 29, 2014.

MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

PROPOSAL

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.

- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(Name and Title) _____ Date _____

**SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND**

(A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide State Safety & Security Oversight Program Consultant Services to MHTC and the Missouri Department of Transportation (**MoDOT**).

(B) **Background:** The Federal Transit Administration (FTA) published Rail Fixed Guideway Systems: State Safety Oversight (SSO) on December 27, 1995 (codified at 49 CFR Part 659), subsequently referred to as the State Safety Oversight Rule or Part 659. This rule requires states to administer a safety and security oversight program for all rail fixed guideway systems. The MoDOT is the designated State Safety Oversight Agency (SSOA) in Missouri. The final rule requires the SSOA to conduct safety and security reviews of each rail fixed guideway system in operation in the State.

The purpose of the SSOA is to evaluate the effectiveness and level of compliance of safety and security programs for each rail fixed guideway system. The MoDOT will review findings and recommendations and recommend corrective actions to the Rail Transit Agencies (RTAs) to address deficiencies.

(C) **Fiscal Year:** The fiscal year runs from July 1-June 30.

(D) **Contract Period:** From the notice to proceed through two years.

(E) **Renewals/Extensions:** The contract shall not bind, not purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for two (2) additional one-year periods, or a portion thereof. In the event MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Offeror shall agree the prices stated in the original contract shall not be increased in excess of the renewal periods' pricing, if any, stated on the pricing page of the contract. If the pricing page does not include such renewal prices or if applicable spaces are left blank or are not completed, prices during extension periods shall be the same as during the original contract period. MHTC does not automatically exercise its options based upon the maximum renewal price of increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the Offeror's renewal amounts.

(F) **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Leann Kottwitz, Missouri Department of Transportation, and P. O. Box 270, Jefferson City, Missouri, 65102, (573) 751-3685 (phone) or Leann.Kottwitz@modot.mo.gov

(Email.) All written questions must be addressed to Leann Kottwitz no later than **10:00 a.m., local time, December 10, 2014**. Once all the questions are gathered, MoDOT anticipates issuing an addendum on **December 12, 2014**, on-line. It is the sole responsibility of the Offeror to retrieve any and all addendums on-line.

(G) RFP Schedule of Events: The following RFP Schedule of Events represents MoDOT’s best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:30 am and 4:00 pm, Local Time.

MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a bid.

Event	Date	Time
MoDOT Issues RFP	November 24, 2014	2:00 pm (Local Time)
Deadline for Written Comments	December 10, 2014	10:00 am
Deadline for MoDOT Issuing Responses to Written Comments	December 12, 2014	2:00 pm
Deadline for Submitting a Proposal	December 29, 2014	2:00 pm
Recommendation of Award	January 13, 2015	2:00 pm
Contract Effective Date	February 1, 2015	2:00 pm

**SECTION (2):
SCOPE OF WORK**

- (A) **Services:** The Offeror shall provide the following professional services:

Safety and security oversight requirements for each rail fixed guideway system operated in the State.

- (B) **Specific Requirements:** The Offeror will provide to the General Services Procurement Unit five copies of a program proposal which will include the following:

The designated State Safety Oversight Agency (SSOA) is required to perform several distinct functions as discussed below. The following activities constitute the core of FTA's State Safety Oversight Rule but are not limited to:

Task 1 - Program Standard (Development and Implementation)

This program area addresses the responsibilities of the SSOA, which is required to develop, implement, update and maintain a Program Standard, a written document developed and adopted by the oversight agency that describes the policies, objectives, responsibilities, and procedures used to provide safety and security oversight to the Rail Transit Agencies within the State of Missouri. The Program Standard addresses the nine SSO program areas identified by FTA:

To support this program area, the Contractor shall review and update the Program Standard, and assist the Department in implementing its requirements and monitoring RTA compliance with the program requirements.

Refer to Missouri Program Standard for more details on the requirements, process and procedures of this program area.

Task 2 - System Safety Program Plan (SSPP)

This program area specifies the minimum requirements to be contained in the RTA's System Safety Program Plan (SSPP) as defined in § 659.19. It also involves the process and timeframe through which the Department must receive, review, and approve the RTA System Safety Program Plan and require annual updates.

To support this program area, annually, the Contractor shall update the checklist to review the RTA SSPP, and shall review, comment, and approve (or require revisions to) the RTA SSPP.

Refer to Missouri Program Standard for more details on the requirements, process and procedures of this program area.

Task 3 - System Security Program Plan (SSP)

This program area specifies the minimum requirements to be included in the RTA's Security Plan as defined in § 659.21 and § 659.23. It also involves the process by which the Department will review and approve the RTA SSP and require annual updates. To support this program area, annually, the Contractor shall update the checklist to review RTA System Security Program Plan and shall review, comment, approve (or require revisions to) the RTA SSP.

Refer to Missouri Program Standard for more details on the requirements, process and procedures of this program area.

Task 4 - Internal Safety and Security Audit Program

This program area specifies the role of the Department in requiring and overseeing the RTA's Internal Safety and Security Audit process. It also involves the process used by the Department to receive RTA checklists and procedures and approve the RTA's annual reports on findings, which must be submitted under the signature of the RTA's top management. This program area also addresses all other requirements specified for the Internal Safety and Security Audit process (§ 659.27).

To support this program area, the Contractor shall:

- Review, comment, and approve (or require revisions to) RTA proposed internal safety/security audit schedule for the current fiscal year,
- Review, comment, and approve (or require revisions to) RTA annual internal safety/security audit reports conducted to date, and
- Review, comment, and approve (or require revisions to) RTA internal safety/security audit materials (e.g., pre-audit checklists, post-audit findings and follow-up).

Refer to Missouri Program Standard for more details on the requirements, process and procedures of this program area.

Task 5 - Hazard Management Process

This program area specifies the process by which the RTA will provide on-going reporting of hazard resolution activities to the Department. It also specifies information to be included in the affected RTA's System Safety Program Plan relating to the hazard management process, including requirements for ongoing communication and coordination relating to the identification, categorization, resolution, and reporting of hazards to the Department. This program area also address all other requirements specified for the hazard management process contained in § 659.31.

To support this program area, if requested by the Department for a particular hazard or set of hazards, the Contractor shall:

- Review, approve (or require revisions to) RTA initial, status and final hazard investigation reports,
- Review, approve (or require revisions to) RTA Hazard Worksheet, and

- Provide technical assistance and advice to RTA to facilitate the closure of corrective action plans that are currently outstanding and those that may arise from the hazard management process.

Refer to Missouri Program Standard for more details on the requirements, process and procedures of this program area.

Task 6 - Accident Notification, and Investigations

This program area includes the specific requirements for the RTA to notify the Department of accidents/incidents. It also includes required timeframes, methods of notification, and the information to be submitted by the RTA with notification. This section addresses all other requirements specified for accident/incident notification in § 659.33. In addition, this program area contains the Department’s identification of the thresholds for accidents/incidents that require SSOA investigation. The program area defines the roles and responsibilities for conducting investigations and addresses all other requirements specified for accident/incident investigation and reporting in § 659.35.

MoDOT generally authorizes the RTA to investigate accidents and incidents on behalf of MoDOT, and then MoDOT must review and adopt the RTA investigation as its own. MoDOT may also elect to investigate an accident or incident on its own, and may also become involved in an investigation in coordination with the RTA.

To support this program area, if requested by the Department for a particular accident or sets of accidents, the Contractor shall:

- Review, approve (or require revisions to) RTA initial, status and final accident/incident investigation reports,
- Conduct on-site investigation activities (physical inspections, data and records review, interview employees, witnesses, etc),
- Participate as a member of a National Transportation Safety Board (NTSB) subgroup or as a technical advisor in the event of an NTSB investigation,
- Prepare interim accident investigation status reports and final investigation reports,
- Provide additional assistance as needed,
- Review RTA Reportable Accident Summary, and
- Provide technical assistance and advice to RTA to facilitate the closure of corrective action plans that are currently outstanding and those that may arise from the accident/incident investigation process.

Refer to Missouri Program Standard for more details on the requirements, process and procedures of this program area.

Task 7 - Three-Year Review

This program area explains the process and criteria used by the Department, every three years, in conducting a complete review of each affected RTA’s implementation of its

System Safety Program Plan and System Security Plan as specified in § 659.29. It also includes the process used by the affected RTA and the oversight agency to manage findings and recommendations from this review.

To support this program area, the Contractor shall serve as the review team and prepare a schedule, procedures and a checklist to guide the review process. Contractor shall establish criteria through which the Department can evaluate the RTA's implementation of its SSPP and SSP. The Contractor in partnership with the Department will conduct the site review. At the conclusion of the review, Contractor shall prepare and issue a Draft Report and a Final Report containing findings and recommendations resulting from the review, which will analyze the effectiveness of the SSPP and SSP and whether either should be updated. Contractor shall assist Department SSO and RTA in the preparation of corrective actions required as a result of this review.

Refer to Missouri Program Standard for more details on the requirements, process and procedures of this program area.

Task 8 - Corrective Action Process

This program area specifies the criteria for the development of RTA corrective action plan(s) and the process for Department SSO's review and approval of these plans. This program area specifies the Department's process for managing conflicts with the RTA relating to investigation findings and corrective action plan development. Finally, this program area addresses all additional requirements for correction action plans included in § 659.37.

To support this program area, Contractor shall:

- Review, comment, approve (or require revisions to) RTA monthly Corrective Action Monitoring Log, and
- Provide technical assistance and advice to RTA to facilitate the closure of corrective action plans that may arise from the implementation of other program areas including hazard management, accident/incident investigations, internal safety and security audits, and three-year on-site safety and security reviews.

Refer to Missouri Program Standard for more details on the requirements, process and procedures of this program area.

Task 9 – SSO Agency Reporting Requirements

Annual Submission / Annual Certification

On or before March 15, the Department is required to prepare the annual submission to the FTA:

- Annual report summarizing its oversight activities for the preceding twelve months, including a description of the causal factors of investigated accidents, status of corrective actions, updates and modifications to RTA program

documentation, and the level of effort used by the Department to carry out its oversight activities,

- A report documenting and tracking findings from three-year safety review activities and whether a three-year safety review has been completed since the last annual report was submitted,
- Program Standard and supporting procedures that have changed during the preceding year,
- Certification that any changes or modifications to the RTA SSPP or SSP have been reviewed and approved by the Department,
- With its annual submission, the Department will certify to the FTA that it has complied with the requirements of 49 CFR 659. The Department will submit this certification electronically to the FTA using a reporting mechanism specified by the FTA. The Department will maintain a signed copy of each annual certification submitted to the FTA, subject to audit by the FTA.

To support this program area, Contractor shall submit the Annual Submission and Annual Certification electronically to FTA and maintain a signed copy in its document control files.

Refer to Missouri Program Standard for more details on the requirements, process and procedures of this program area.

Task 10 - MAP-21

Compliance with any new MAP-21 requirements as they become known to the Department (FTA MAP-21 guidance sheets: <http://www.fta.dot.gov/map21/>).

Certification Work Plan- As part of the Moving Ahead for Progress in the 21st Century Act (MAP 21), MoDOT is required to come into compliance with the new state safety oversight regulation 49 U.S.C. 5329(e). Per FTA requirements MoDOT developed and submitted a Certification Work Plan (CWP) that detailed how the agency will move toward becoming compliant with the new federal requirements. The contractor should be prepared to assist in the following activities:

1. Assessments of current financial and legal independence from RTA.
2. Assessment and enhancement of enforcement authority.
3. Assessment and enhancement of investigative authority.
4. Enhancement of current corrective action plan monitoring program.
5. Enhancement of current hazard management program.
6. Enhancement of current accident/incident investigation process.
7. Development of technical training program.
8. SMS and technical training for SSO staff and consultants.
9. Development of SSO staffing plan.
10. Enhancement of MoDOT State Safety Oversight Program Standard.

11. Enhancement of Triennial audit process.
12. Reporting method to both RTA Board and Governor.

As directed, the contractor will be prepared to provide written assessments and analyses, develop and/or revise policies and procedures, review and comment on draft program documents, and prepare any required reports or other work products to support of the implementation of the CWP.

Task 11 - Periodic Submissions & Special FTA Assignments

In addition, the Contractor may submit on the Department's behalf, responses to FTA requests for information, or assist in special FTA assignments for the SSO or RTA.

Task 12 – Pre-Revenue Activities

For projects in the design, construction, testing, start-up and training phase, the following are typical tasks to be undertaken by an SSOA Contractor:

FTA Safety and Security Operational Readiness Review (SSRR)

At a time designated by the FTA Office of Safety and Security prior to revenue service operations, the Department anticipates that FTA will conduct a Safety and Security Readiness Review (SSRR) of the Missouri Department of Transportation (MoDOT) and the RTA. The purpose of the SSRR will be to:

- Assess the readiness of the Department and Rail Transit Agency to implement 49 CFR Part 659 requirements, and
- Assess the progress of the RTA Safety and Security Certification Program, including activities to coordinate certification with the project's integrated and startup testing program, and RTA service activation program; as well as Offer technical assistance based on effective practices used by other Rail Transit Agency projects and State Safety Oversight Agencies.

The Department anticipates that FTA's report will provide the results of the on-site assessment and will offer recommendations to the Department and RTA on topics addressed in the SSRR. The Department also anticipates that the FTA will conduct a pre-assessment document review; interviews with key management personnel from the Department and RTA, who are responsible for safety, testing, operations, maintenance, and security/emergency preparedness; and participate in tours of the alignment, the maintenance shop, and the rail yard.

To implement this task, the Contractor shall assist the Department and RTA to provide materials requested by FTA; attend the review; review and comment on the draft and final reports; and coordinate with RTA to address the findings and prepare corrective actions, as required.

Design Criteria Conformance

- The Contractor shall verify the project's design conformance to the latest revision of applicable federal, state, and/or local standards, codes, regulations, guidelines, and/or requirements.
- To accomplish this, the Contractor shall attend design meetings during the design development phase as needed to perform the design oversight responsibilities. The Contractor shall review and comment on the Design Criteria Manual for each major capital project requiring safety and security certification by the RTA.
- At the various stages of design development (contractor design review submittals), the Contractor shall review the design documents (drawings, specifications, and calculations) that are distributed to RTA staff for review and comment in accordance with agency's policies and procedures. The Contractor shall review the designs to ensure that the safety and security requirements in the design criteria are included in the design of the various project facilities and systems. These reviews will be in accordance with the 49 CFR Part 633, 49 CFR Part 659, and other related FTA design, safety, and security guidance.
- The Contractor shall also review designs that have changes or deviations from the baseline criteria. The Contractor shall ensure that RTA has considered and addressed changes that may impact project safety and security prior to these changes being incorporated into the final design.
- The Contractor shall review the testing and inspection requirements for the project.
- The Contractor shall manage the logging and tracking of identified corrective actions to closure.

Construction Specification Conformance

- The Contractor shall verify the project's construction specification conformance.
- To accomplish this, the Contractor staff shall conduct field observations, during construction, after work completion, and during testing and acceptance by RTA. The purpose of these field observations is to assess the effectiveness of the RTA Safety and Security Certification Program.
- The Contractor shall advise RTA and its contractors regarding which project elements require field observation. The Contractor will schedule each on-site field observations at intervals appropriate to the stage of construction in advance through appropriate RTA personnel. The Contractor shall verify RTA's construction safety and security oversight activities are being carried out in accordance with its Construction Safety and Security Plan. The Contractor shall submit reports to the Department detailing its observations, findings, recommendations, and corrective actions.

- The Contractor shall manage the logging and tracking of identified corrective actions to closure.

Operations and Maintenance

- The Contractor shall review the safety and security related operational plans and documents developed by RTA for revenue operation in accordance with the SSO Safety and Security Program Standard, 49 CFR 659, and other applicable requirements and guidelines. The Contractor shall provide review comments to SSO for various plans, which may include the following:
 1. Standard Operating Procedures (SOP)
 2. Emergency Preparedness Plan (EPP)
 3. Rule Book
 4. Operations and Maintenance Plan
 5. Right-of-Way Safety Training
- The Contractor shall support the Department internal reviews and comment resolution meetings with the RTA and FTA.
- The Contractor shall implement operational plan and document reviews in accordance with FTA approved Program Standard.
- The Contractor shall also manage the logging and tracking of identified corrective actions to closure.

Testing, Start-Up and Training

- The Contractor will review plans and documents developed by RTA for the testing, pre-revenue operation, and start-up phases of the project. The Contractor shall provide review comments to the Department for each individual plan and/or document, including the following:
 1. Training and Qualification Program Plans
 2. System Integration Test Plan (SITP)
 3. Pre-Revenue Operations (PRO) Plan
- The Contractor will review tabletop exercise and emergency drill plans and procedures developed by RTA. The Contractor shall provide review comments to the Department.
- The Contractor will witness and observe the RTA tabletop exercises and emergency drills as directed by the Department. The Contractor shall verify tabletop exercises and emergency drills are being conducted in accordance with approved plans and procedures and are consistent with standard industry practice. The Contractor shall submit reports to the Department detailing its observations, findings, recommendations, and corrective actions.
- The Contractor will witness and observe RTA training and qualification programs as directed by the Department. The Contractor shall verify training and qualification programs are being implemented in accordance with

approved plans and procedures and are consistent with standard industry practice.

- The Contractor shall submit reports to the Department detailing its observations, findings, recommendations, and corrective actions.

Task 13 – Amending State Rules and Regulations

The Contractor may assist the Department in researching, amending, or creating rail fixed guideway rules and regulations.

(C) Administration of Program: The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

SECTION (3): AGREEMENT REQUIREMENTS

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) MHTC's Representative:** MoDOT's Multimodal Director is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Multimodal. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Multimodal Division throughout the effective period of the Agreement.
- (B) Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume

all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- (H) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
 - 2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- (I) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action

with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(J) Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit D.

(K) Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit E.

(L) Bankruptcy: Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.

- (M) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (N) **Cancellation:** MHTC may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (O) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (P) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (Q) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (R) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (S) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.

(T) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.

1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

(U) **Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

(V) **Insurance:**

(1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:

- | | |
|---|---|
| a. General Liability | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| b. Automobile Liability | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law. | |

**SECTION (4):
PROPOSAL SUBMISSION INFORMATION**

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Ms. Leann Kottwitz as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. **Experience.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies which your institution has served or currently serves.
2. **Personnel.** Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subOfferor, if any, and complete contact information for that subOfferor.
3. **References.** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years.

(C) EVALUATION CRITERIA AND PROCESS

- 1. Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:
 - A. Overall ability to meet the requirements of the scope tasks, proposer-defined other tasks, thoroughness and quality of offeror;
 - B. Experience in oversight and implementation of the scoped tasks including the FTA Safety and Security Operational Readiness Review of 49 CFR Part 659 “Rail Fixed Guideway System; State Safety Oversight; Final Rule”;
 - C. Experience in performing a Three Year On-Site Safety and Security Review of 49 CFR Part 659 “Rail Fixed Guideway System; State Safety Oversight; Final Rule”;
 - D. Experience and quality of staff (including providing relevant labor classifications);
 - E. Knowledge of federal, state and industry standards as applicable to light rail safety oversight, implementation, and readiness review; Familiar and up to date with the laws and regulations of Moving Ahead for Progress in the 21st Century (MAP-21) Safety Requirements; and;
 - F. Cost .
- 2. Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
- 3. Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC’s representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) PRICING

- 1. Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

**SECTION (5):
PRICE PAGE**

(A) **FEE SCHEDULE:** The Offeror shall indicate below all fees by job classification for providing services in accordance with the provisions and requirements stated herein:

Original Contract

A. Hourly charge by job title classification for Task 1 \$ _____
(includes profit and overhead)

B. Hourly charge by job title classification for Task 2 \$ _____
(includes profit and overhead)

C. Hourly charge by job title classification for Task 3 \$ _____
(includes profit, overhead)

D. Hourly charge by job title classification for Task 4 \$ _____
(includes profit and overhead)

E. Hourly charge by job title classification for Task 5 \$ _____
(includes profit and overhead)

F. Hourly charge by job title classification for Task 6 \$ _____
(includes profit and overhead)

G. Hourly charge by job title classification for Task 7 \$ _____
(includes profit and overhead)

- Also include estimated amount of hours and cost for complete Three-Year Review of RTA (includes profit and overhead)

H. Hourly charge by job title classification for Task 8 \$ _____
(includes profit and overhead)

I. Hourly charge by job title classification for Task 9 \$ _____
(includes profit and overhead) \$ _____

J. Hourly charge by job title classification for Task 10 (includes profit, overhead) \$ _____

K. Hourly charge by job title classification for Task 11 (includes profit, overhead) \$ _____

L. Hourly charge by job title classification for Task 12 (includes profit, overhead) \$ _____
• Also include estimated amount of hours and cost for

complete Safety and Security
 Readiness Review of new RTA (includes profit and
 overhead)

M. Hourly charge by job title classification for Task 13 \$ _____
 (includes profit and overhead)

(B) EXPENSES: The estimated out of pocket expenses that are not included in the fixed fee per dollar values quoted above and for which the Offeror expects reimbursement must be separately identified by name and cost. Please use a separate sheet if necessary. Failure to identify or supply a cost in the proposal will be taken by the MHTC that all expenses are included in the fixed fees as provided above with this submitted proposal. The MHTC reserves the right to negotiate the cost and type of any and all such expenses, as deemed in the best interest of the MHTC. Further, the MHTC must approve any anticipated expenses prior to such expenses being incurred as part of the services provided by the Offeror.

Expenses	Amount/Original Contract Period
Mileage per vehicle (regardless of number of riders)	\$0. _____ / mile
Lodging	\$ _____ - \$ _____ / facilitator/day
Meals	\$ _____ - \$ _____ / facilitator/day or per diem as per firm \$ _____ /day
Miscellaneous (list-attach additional sheet if needed)	
Total	

Signature: _____ Date: _____

Price Page Continued

	<u>1st Renewal</u>	<u>2nd Renewal</u>
A. Hourly charge by job title classification for Task 1 (includes profit and overhead)	\$ _____	\$ _____
B. Hourly charge by job title classification for Task 2 (includes profit and overhead)	\$ _____	\$ _____
C. Hourly charge by job title classification for Task 3 (includes profit, overhead)	\$ _____	\$ _____
D. Hourly charge by job title classification for Task 4 (includes profit and overhead)	\$ _____	\$ _____
E. Hourly charge by job title classification for Task 5 (includes profit and overhead)	\$ _____	\$ _____
F. Hourly charge by job title classification for Task 6 (includes profit and overhead)	\$ _____	\$ _____
G. Hourly charge by job title classification for Task 7 (includes profit and overhead) <ul style="list-style-type: none">• Also include estimated amount of hours and cost for complete Three-Year Review of RTA (includes profit and overhead)	\$ _____	\$ _____
H. Hourly charge by job title classification for Task 8 (includes profit and overhead)	\$ _____	\$ _____
I. Hourly charge by job title classification for Task 9 (includes profit and overhead)	\$ _____	\$ _____
J. Hourly charge by job title classification for Task 10	\$ _____	\$ _____

(includes profit, overhead) \$ _____ \$ _____

K. Hourly charge by job title classification for Task 11
(includes profit, overhead) \$ _____ \$ _____

L. Hourly charge by job title classification for Task 12
(includes profit, overhead) \$ _____ \$ _____

- Also include estimated amount of hours and cost for complete Safety and Security Readiness Review of new RTA
(includes profit and overhead)

M. Hourly charge by job title classification for Task 13
(includes profit and overhead) \$ _____ \$ _____

Expenses	Amount/1st Renewal
Mileage per vehicle (regardless of number of riders)	\$0. _____ / mile
Lodging	\$ _____ - \$ _____ / facilitator/day
Meals	\$ _____ - \$ _____ / facilitator/day or per diem as per firm \$ _____ /day
Miscellaneous (list-attach additional sheet if needed)	
Total	

Expenses	Amount/2nd Renewal
Mileage per vehicle (regardless of number of riders)	\$0. _____ / mile

Lodging	\$ _____ - \$ _____ / facilitator/day
Meals	\$ _____ - \$ _____ / facilitator/day or per diem as per firm \$ _____ /day
Miscellaneous (list-attach additional sheet if needed)	
Total	

Signature: _____ Date: _____

EXHIBIT A

Applicable FTA Procurement Terms & Conditions

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C sections 6321 et seq.

CLEAN WATER

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

LOBBYING

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)
- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as

amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser

will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Government-wide Debarment and Suspension – Executive Orders 1254 and 12689, as implemented by 2 CFR Part 1200 and 2 CFR Part 180, prohibits FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**
LOWER TIER COVERED TRANSACTIONS (Third Party Contracts over \$100,000).

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MoDOT may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MoDOT if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [2 CFR Part 1200, 2 CFR Part 180]. You may contact MoDOT for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MoDOT.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration. (<http://epls.arnet.gov>)

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MoDOT may pursue available remedies including suspension and/or debarment.

_____ Signature of Offeror's Authorized Official

_____ Name and Title of Offeror's Authorized Official

_____ Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 2 CFR Part 1200, 2 CFR Part 180] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ Signature of Offeror's Authorized Official

_____ Name and Title of Offeror's Authorized Official

_____ Date

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or

certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS REQUIREMENTS

Civil Rights - The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:

- a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In

addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

CONTRACT WORK HOURS AND SAFETY STANDARDS

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - The Offeror shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0%. A separate contract goal has not been established for this procurement.
- b. The Offeror shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **MoDOT** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful Offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- c. The Offeror is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work.
- d. The Offeror must promptly notify **MoDOT**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Offeror may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **MoDOT**.

EXHIBIT B
FIRM'S PRIOR EXPERIENCE

(Duplicate this page, or supply the information it requests, for each Firm and contract listed.)

PRIOR SERVICES PERFORMED FOR:

AGENCY NAME _____

CONTACT

PERSON _____ TITLE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX NUMBER _____

E-MAIL ADDRESS _____

DESCRIPTION OF PROFESSIONAL SERVICES CONTRACT: _____

CONTRACT PERIOD: FROM _____ TO _____

SUMMARY OF SERVICES PERFORMED:

EXHIBIT C
PROFESSIONAL AND ADMINISTRATIVE STAFF

BACKGROUND AND EXPERTISE

(Duplicate this page, or supply the information it requests, for each professional and administrative staff member who will be assigned to perform or supervise work under the Agreement.)

STAFF MEMBER

(Name)

(Title or Position)

Specific Role in this Contract Work: _____

Experience/Previous Related Work Assignments: _____

Educational Qualifications: _____

Previous Government Experience: _____

References:

Name	Title	Address	Telephone
1.			
2.			
3.			

EXHIBIT D

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed
to this affidavit, who being by me duly sworn, stated as follows:

I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts
herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any
job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or
due, including but not limited to all activities conducted by business entities.

I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a
federal work authorization program operated by the United States Department of Homeland Security, and the
aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired
employees working in connection with any services contracted by the Missouri Highways and Transportation
Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the
aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and
shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the
legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are
satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections
285.525 though 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized
alien to work within the state of Missouri.

I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the
aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

State Safety and Security Oversight Program Standards Manual



St. Clair County Transit District
1004 South Lincoln Avenue
Suite 1
O'Fallon, Illinois 62269

Missouri Department of Transportation
310 West High Street
P.O. Box 1216
Jefferson City, MO 65102

FINAL
July 2007

APPROVAL PAGE

In accordance with 49 CFR Part 659, the undersigned have formally reviewed, approved, and adopted the State Safety and Security Oversight Program Standards Manual contained herein.

[Signatures are available in Risk Management, Claims, & Safety - x1405]

<hr/>	Date	<hr/>	Date
C. William Grogan Managing Director St. Clair County Transit District St. Clair County, Illinois		Robert J. Kraus Rail Transit Safety Specialist Missouri Department of Transportation Division of Multimodal Operations Jefferson City, Missouri	

TABLE OF CONTENTS

TABLE OF CONTENTS.....	ii
PURPOSE.....	1
AUTHORITY.....	1
COORDINATION OF SSO ACTIVITIES.....	2
TERMS USED IN THE SSO PROGRAM STANDARD.....	2
REVISIONS AND UPDATES.....	2
CONFIDENTIALITY OF INVESTIGATION REPORTS AND SECURITY PLANS.....	2
DEFINITIONS.....	3
SSO AGENCY REPORTING REQUIREMENTS.....	5
CONFLICT OF INTEREST.....	5
State Safety and Security Oversight Program Standard.....	6
CHAPTER 1 - SYSTEM SAFETY PROGRAM PLAN (SSPP).....	7
1.1 Applicable RFGS.....	7
1.2 Minimum Requirements.....	7
1.3 Review and Approval of SSPP.....	9
1.4 Annual Review of SSPP.....	9
CHAPTER 2 - SECURITY PLAN (SP).....	10
2.1 Applicable RFGS.....	10
2.2 Minimum Requirements.....	10
2.3 Review and Approval of SP.....	11
2.4 Annual Review of SP.....	12
3.1 Applicable RFGS.....	14
3.2 Minimum Requirements.....	14
3.3 Notifications.....	14
3.4 Annual Internal Review Reports.....	14
CHAPTER 4 - THREE-YEAR REVIEW.....	16
4.1 Applicable RFGS.....	16
4.2 Minimum Requirements.....	16
4.3 Objectives.....	16
4.4 Scheduling and Conducting Three-Year Review.....	16
CHAPTER 5 - HAZARD MANAGEMENT PROCESS.....	18
5.1 Applicable RFGS.....	18
5.2 Minimum Requirements.....	18
5.3 Hazard Identification, Assessment, and Resolution.....	18
5.4 Notification.....	19
5.5 Hazard Investigation.....	19
5.6 SSO Agency Investigation of Hazards.....	20
CHAPTER 6 - ACCIDENT NOTIFICATION.....	21
6.1 Applicable RFGS.....	21
6.2 Requirements.....	21
6.3 Initial Notification.....	21
6.4 Information.....	21
CHAPTER 7 - ACCIDENT INVESTIGATIONS.....	23
7.1 Applicable RFGS.....	23

7.2 Requirements	23
7.3 Approved Investigation Procedures	23
7.4 RFGS Investigation.....	23
7.5 SSO Agency Investigations of Reportable Events.....	24
7.6 NTSB Investigations.....	24
CHAPTER 8 - CORRECTIVE ACTION PROCESS	27
8.1 Applicable RFGS.....	27
8.2 Minimum Requirements	27
8.3 Notification	27
8.4 CAP Review and Approval.....	28
8.5 Monitoring and Tracking.....	28

APPENDICES

- A. 49 CFR Part 659
- B. Memorandum of Understanding
- C. Illinois Statutes
- D. Missouri Statutes
- E. SSPP Checklist
- F. SP Checklist

State Safety and Security Oversight Program Standards Manual

St. Clair County Transit District Missouri Department of Transportation

PURPOSE

The purpose of this State Safety and Security Oversight Program Standards Manual (SSO Manual) is to provide standards, procedures, and technical direction to Rail Fixed Guideway Systems (RFGS) in order to implement the State Safety and Security Oversight (SSO) Program described herein.

AUTHORITY

The Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) required the Federal Transit Administration (FTA) to create a state-managed oversight program to improve rail transit safety and security (49 U.S.C. § 5330). On December 27, 1995, the FTA published *Rail Fixed Guideway Systems; State Safety Oversight; Final Rule* (codified at 49 CFR Part 659), now referred to as *Part 659* or the State Oversight Rule. *Part 659* applies to states that have within their boundaries a Rail Fixed Guideway System (RFGS) not regulated by the Federal Railroad Administration (FRA). SAFETEA-LU (August 2005) amended Title 49 U.S.C. Section 5330, which establishes FTA's authority for the State Safety Oversight (SSO) Program. SAFETEA-LU clarifies that, in those instances where a rail transit agency operates across state lines, the rail transit agency should not be subject to more than one set of state safety oversight standards. The current State Safety Oversight Rule, Part 659, is provided in Appendix A.

The Bi-State Development Agency (BSDA) operates the St. Louis Metro (Metro), a light rail fixed guideway system operating in St. Louis, MO, and St. Clair County, IL, crossing the state lines at the Mississippi River.

In 1996, the Missouri Division of Motor Carrier and Railroad Safety (MCRS) was designated by the state of Missouri as the oversight agency for Metro. In 1997, the Illinois General Assembly authorized the State of Missouri to also oversee the 1.5 miles of the RFGS in East St. Louis, IL. In 2002, the State of Missouri oversight authority was transferred to the Missouri Department of Transportation (MoDOT). Missouri state code (7 CSR 265 Chapter 9) regulates rail fixed guideway systems operating within the state. This regulation references the MoDOT SSO Program Manual (developed to satisfy Part 659 requirements) and contains requirements that go beyond the scope of Part 659, including signage, drug and alcohol testing, hours of service, walkways, and rail grade crossings.

In 2001, coinciding with the opening of an additional 15.5 miles in Illinois, the Governor of Illinois designated the St. Clair County Transit District (SCCTD), a unit of local government, as the entity responsible for state safety oversight of Metro operations in Illinois. Illinois Compiled Statutes 45 ILCS III establish authority for the St. Clair County SSO Manual and the associated standards, procedures, and technical direction necessary to comply with Part 659.

This SSO Manual represents the single state safety oversight standard for Metro operations in both Missouri and Illinois.

COORDINATION OF SSO ACTIVITIES

MoDOT and SCCTD work together to conduct safety and security oversight duties for Metro. The agency cooperation and collaboration is guided by a formal Memorandum of Understanding (MOU) between the two agencies (Appendix B). The single SSO program standard, contained herein, documents RFGS and SSO Agency activities to implement the State Oversight Rule, and Part 659, ensures on-going communication between the SSO Agency and the affected RFGS regarding safety and security information, and implements policies for SSO Agency communication with the FTA, including initial, annual, and periodic submissions.

MoDOT and SCCTD SSO Program Managers meet quarterly to facilitate coordination and collaboration with respect to safety and security oversight program issues. The SSO Program Managers also meet quarterly with Metro safety staff to discuss plans, procedures, hazard identification program, corrective action plans, and other open issues related to the safety and security oversight program. The SSO Program Managers also participate in the regular meetings of the Metro Executive Safety and Security Committee.

TERMS USED IN THE SSO PROGRAM STANDARD

Specific terms are used throughout the SSO Program Standard to facilitate a single standard representing both the Illinois and Missouri State Safety Oversight Agencies. In addition to the definitions provided as a part of this manual, these specific terms are as follows.

SSO Agency – refers collectively to both SCCTD and MoDOT as the state safety oversight agencies.

SSO Program Manager – refers collectively to the individuals appointed by SCCTD and MoDOT as SSO Program Manager. The MoDOT SSO Program Manager is the Director of Multimodal Operations. The SCCTD SSO Program Manager is the Managing Director.

SSO Agency having jurisdiction – refers to a single SSO Agency, defined by the geographic location where a reportable accident or security event has occurred.

REVISIONS AND UPDATES

Changes to this SSO Manual are made internally and result from internal or external sources, policy changes, statewide meetings, and/or organizational changes. Each comment or suggestion received will be reviewed by the appropriate staff in a timely manner. Proposed changes to this SSO Manual will be circulated for review in draft form to the RFGS and other agencies as appropriate. Following review and comment, draft changes will be approved by the SSO Program Manager and incorporated into the next revision of the SSO Manual.

CONFIDENTIALITY OF INVESTIGATION REPORTS AND SECURITY PLANS

In accordance with 49 CFR Part 659.11, 45 ILCS 111/15 and Missouri state code (7 CSR 265 Chapter 9):

1. RFGS Security Plans and any referenced procedures are not subject to public inspection and availability.

2. Investigation reports, surveys, schedules, lists, or data collected, compiled or prepared by or for the State Safety Oversight Program are not subject to public inspection and availability.
3. Investigation reports and supporting information that are prepared or adopted by the SSO Agency shall not be admitted as evidence or used in a civil action for damages resulting from a matter mentioned in the report.
4. RFGS Security Plans and any referenced procedures are not required to be disclosed to the public; however the RFGS shall make these documents available to the SSO Agency upon request for inspection, review, approval and other legitimate purposes of the State Safety Oversight Program.

DEFINITIONS

As used in this SSO Manual the following terms, which are defined in the SSO Agency's rule, shall mean:

Contractor. An individual or entity that performs tasks required on behalf of the SSO Agency or RFGS.

Corrective Action Plan (CAP). A plan developed by the RFGS that describes the actions the RFGS will take to minimize, control, correct, or eliminate hazards, and the schedule for implementing those actions.

FRA means the Federal Railroad Administration, an agency within the U.S. Department of Transportation.

FTA means the Federal Transit Administration, an agency within the U.S. Department of Transportation.

Rail Fixed Guideway System (RFGS). As determined by FTA, any light, heavy, or rapid rail system, monorail, inclined plane, funicular, trolley, or automated guideway that:

1. is not regulated by the Federal Railroad Administration; and
2. is included in FTA's calculation of fixed guideway route miles to receive funding under FTA's formula program for urbanized areas (49 U.S.C. § 5336); or
3. has submitted documentation to FTA indicating its intent to be included in FTA's calculation of fixed guideway route miles to receive funding under FTA's formula program for urbanized areas (49 U.S.C. § 5336).

For purposes of this SSO Manual, a RFGS and a rail transit agency shall mean one and the same.

Rail Fixed Guideway System Controlled Property. Property that is used by the RFGS and may be owned, leased, or maintained by the RFGS.

Rail Fixed Guideway System Vehicle. The RFGS's rolling stock, including but not limited to passenger and maintenance vehicles.

Hazard. Any real or potential condition (as defined in the RFGS's hazard management process) that

can cause injury, illness, or death; damage to or loss of a system, equipment or property; or damage to the environment.

Individual. A passenger, employee, contractor, RFGS facility worker, pedestrian, trespasser, or any person on RFGS controlled property.

Investigation. The process used to determine the causal and contributing factors of an incident or hazard, so that actions can be identified to prevent recurrence.

New Starts Project. Any RFGS or extension to an existing RFGS funded under FTA's 49 U.S.C. 5309 discretionary construction program.

Passenger. A person who is on board, boarding, or alighting from a RFGS vehicle for the purpose of travel.

Passenger Operations. The period of time when any aspect of RFGS operations are initiated with the intent of carrying passengers.

Rail Transit Agency. Any entity that operates a RFGS. For purposes of this SSO Manual, a rail transit agency and a RFGS shall mean the same.

Safety. Freedom from harm resulting from unintentional acts or circumstances.

Safety and Security Certification. The process applied to project development to ensure that all practical steps have been taken to optimize the operational safety and security of the project during engineering, design, and construction before the start of passenger operation.

Security. Freedom from harm resulting from intentional acts or circumstances.

Security Plan (SP). A document developed and adopted by the RFGS detailing its security policies, objectives, responsibilities, and procedures.

State means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State Safety and Security Oversight (SSO) Agency. The entity, other than the RFGS, designated by the State to implement 49 CFR 659. The St. Clair County Transit District has been designated as the SSO Agency for Metro operations within the State of Illinois. The Missouri Department of Transportation has been designated as the SSO Agency for Metro operations within the State of Missouri.

Safety and Security Oversight Program Standards Manual (SSO Manual). The document identifying and describing the SSO agency requirements and standards for compliance with the SSO Agency's rule and 49 CFR 659.

System Safety Program Plan (SSPP). A document developed and adopted by the RFGS detailing its safety policies, objectives, responsibilities, and procedures.

SSO AGENCY REPORTING REQUIREMENTS

Each SSO Agency (SCCTD and MoDOT) is responsible for reporting to FTA with respect to the state safety and security oversight activities conducted within their jurisdiction.

Reporting to FTA

The SSO Agency shall make the following reports to the FTA as required by 49 CFR Part 659.

Annual Submissions. Before March 15 of each year, the SSO Agency will submit the following annual report to FTA:

1. A publicly available annual report summarizing its oversight activities for the preceding twelve months, including a description of the causal factors of investigated accidents, status of corrective actions, updates and modifications to rail transit agency program documentation, and the level of effort used by the oversight agency to carry out its oversight activities.
2. A report documenting and tracking findings from three-year safety review activities and whether a three-year safety review has been completed since the last annual report was submitted.
3. Program standard and supporting procedures that have changed during the preceding year.
4. Certification that any changes or modifications to the rail transit agency system safety program plan or system security plan have been reviewed and approved by the oversight agency.

Annual Certifications. Prior to March 15 of each year, the SSO Agency will submit an Annual Certification of Compliance with the State Safety Oversight Rule, as required by 49 CFR Part 659.43. A signed copy of the annual certification shall be maintained in the SSO Agency's files.

Periodic Submissions. As required by 49 CFR Part 659.39(d), periodic submissions will be provided in response to requests from the FTA.

Reporting Process

Annual reports, annual certifications, and periodic submissions will be submitted electronically using a reporting system specified by FTA.

CONFLICT OF INTEREST

No individual or entity may provide services to both the SSO Agency and a RFGS when there is a conflict of interest or an appearance of a conflict. A conflict of interest occurs when an individual or entity performing work for a RFGS or the SSO Agency is unable, or potentially unable to render impartial assistance or advice on the development or implementation of the standards and provisions of this SSO Manual, or to objectively perform such work without bias. A third party contractor to the SSO Agency or a RFGS may not have an unfair competitive advantage over other contractors. Each contractor is subject to full disclosure on all present and potential conflicts of interest in its activities or relationships prior to being awarded a contract with the SSO Agency or a RFGS.

**State Safety and Security Oversight Program Standard
for
Rail Fixed Guideway Systems (RFGS)**

**St. Clair County Transit District
Missouri Department of Transportation**

Current RFGS:

- 1. St. Louis Metro (Bi-State Development Agency)**

CHAPTER 1 - SYSTEM SAFETY PROGRAM PLAN (SSPP)

1.1 Applicable RFGS

Chapter 1 applies to all RFGS.

1.2 Minimum Requirements

Each RFGS shall develop, adopt, implement, and maintain a written SSPP that complies with this SSO Manual and FTA's SSO regulations in 49 CFR 659.17 and 49 CFR 659.19. The adopted SSP shall include at a minimum:

1. A policy statement signed by the Chief Executive of the RFGS that endorses the safety program and describes the authority that establishes the SSP.
2. A clear definition of the goals and objectives for the safety program and stated management responsibilities to ensure that they are achieved.
3. An overview of the management structure of the RFGS, including: (i) an organization chart; (ii) a description of how the safety function is integrated into the rest of the RFGS organization; and (iii) clear identification of the lines of authority used by the RFGS to manage safety issues.
4. The process used to control changes to the SSPP, including: (i) specifying and documenting an annual assessment of whether the SSPP should be updated; and (ii) required coordination with the SSO Agency, and timeframes for submission, revision and approval.
5. A description of the specific activities required to implement the system safety program, including: (i) tasks to be performed by RFGS safety function, by position and management accountability, specified in matrices and/or narrative format; and (ii) safety-related tasks to be performed by other RFGS Divisions, by position and management accountability, specified in matrices and/or narrative format.
6. A description of the process used by the RFGS to implement its hazard management program, including activities for: (i) hazard identification; (ii) hazard investigation, evaluation, and analysis; (iii) hazard control and elimination; (iv) hazard tracking; and (v) requirements for on-going reporting to the SSO Agency relating to hazard management activities and status.
7. A description of the process used by the RFGS to ensure that safety concerns are addressed in modifications to existing systems, vehicles, and equipment, which do not require formal safety certification but which may have safety impacts.
8. A description of the safety certification process required by the RFGS to ensure that safety concerns and hazards are adequately addressed prior to the initiation of passenger operations for any new starts project and subsequent major projects to extend, rehabilitate, or modify an existing system, or to replace vehicles and equipment.
9. A description of the process used to collect, maintain, analyze, and distribute safety data, to ensure that the safety function within the RFGS receives the necessary information to support implementation of the system safety program.
10. A description of the process used by the RFGS to perform incident notification, investigation and reporting, including: (i) notification thresholds for internal and external organizations; (ii) investigation process and references to procedures; (iii) the process used to develop, implement and track corrective actions that address investigation findings; (iv) reporting to internal and external organizations; and (v) coordination with the SSO Agency.

11. A description of the process used by the RFGS to develop an approved, coordinated schedule for emergency management program activities, which include: (i) meetings with external agencies; (ii) emergency planning responsibilities and requirements; (iii) processes used to evaluate emergency preparedness, such as annual emergency field exercises; (iv) after action reports and implementation of findings; (v) revision and distribution of emergency response procedures; (vi) familiarization training for public safety organizations; and (vii) employee training.
12. A description of the process used by the RFGS to ensure that planned and scheduled internal safety reviews are performed to evaluate compliance with the SSPP, including: (i) identification of Divisions and functions subject to review; (ii) responsibility for scheduling reviews; (iii) process for conducting reviews, including the development of checklists and procedures and issuing of findings; (iv) review of reporting requirements; (v) tracking the status of implemented recommendations; and (vi) coordination with the SSO Agency.
13. A description of the process used by the RFGS to develop, maintain, and ensure compliance with rules and procedures having a safety impact, including: (i) identification of operating and maintenance rules and procedures subject to review; (ii) techniques used to assess the implementation of operating and maintenance rules and procedures by employees, such as performance testing; (iii) techniques used to assess the effectiveness of supervision relating to the implementation of operating and maintenance rules; and (iv) process for documenting results and incorporating them into the hazard management program.
14. A description of the process used for facilities and equipment safety inspections, including: (i) identification of facilities and equipment subject to regular safety-related inspection and testing; (ii) techniques used to conduct inspections and testing; (iii) inspection schedules and procedures; and (iv) description of how results are entered into the hazard management process.
15. A description of the maintenance audits and inspections program including identification of the affected facilities and equipment, maintenance cycles, documentation required, and the process for integrating identified problems into the hazard management process.
16. A description of the training and certification program for employees and contractors, including: (i) categories of safety-related work requiring training and certification; (ii) a description of the training and certification program for employees and contractors in safety-related positions; (iii) process used to maintain and access employee and contractor training records; and (iv) process used to assess compliance with training and certification requirements.
17. A description of the configuration management control process, including: (i) the authority to make configuration changes; (ii) process for making changes; and (iii) assurances necessary for formally notifying all involved Divisions.
18. A description of the safety program for employees and contractors that incorporates the applicable local, state, and federal requirements, including: (i) safety requirements that employees and contractors must follow when working on, or in close proximity to, RFGS controlled property; and (ii) processes for ensuring the employees and contractors know and follow the requirements.
19. A description of the hazardous materials program, including the process used to ensure knowledge of and compliance with program requirements.
20. A description of the drug and alcohol program and the process used to ensure knowledge of and compliance with program requirements.
21. A description of the measures, controls, and assurances in place to ensure that safety principles, requirements, and representatives are included in the RFGS procurement process.

1.3 Review and Approval of SSPP

In carrying out its oversight responsibilities under FTA's SSO Program (49 CFR 659.17), the SSO Agency will receive, review, and approve in writing each RFGS SSPP. Figure 1 shows the process for review and approval of the RFGS SSPP.

Initial Submittals - A RFGS new starts project shall make an initial submittal of a SSPP to the SSO Agency at least 180 calendar days before beginning passenger service operations. The initial SSPP will be approved as part of the new starts project safety certification process.

SSO Agency Requested Submittals - The SSO Agency shall require changes to a SSPP based on revisions to the SSO Agency's SSO Manual, FTA 49 CFR 659, audit results, on-site reviews, investigations, or changing trends in incident data. Upon receipt of a written notification from the SSO Agency for SSPP modifications, the RFGS shall submit a revised SSPP to the SSO Agency within 30 calendar days.

RFGS Initiated Updates - In the event the RFGS modifies its SSPP as result of a review, the RFGS shall submit the modified SSPP, and any subsequently modified procedures, to the SSO Agency for review and approval within 30 calendar days of the effective date of the change. The RFGS shall document its review of the SSPP and submit its SSPP to the SSO Agency.

SSO Agency Approvals. The SSO Agency's SSO Program Manager approvals of SSPP modifications will be provided in writing, including the checklist or other review instruments that were completed during the review process.

1.4 Annual Review of SSPP

Each RFGS shall conduct an annual review of its SSPP and update it as necessary to ensure that the SSPP is current at all times. Each revised SSPP submitted to the SSO Agency shall include a text or tabular summary that identifies and explains proposed changes and includes a time frame for completion of the associated activities. Upon approval of modifications, the SSO Agency will issue to the RFGS written approval of its SSPP within 30 calendar days.

CHAPTER 2 - SECURITY PLAN (SP)

2.1 Applicable RFGS

Chapter 2 applies to all RFGS.

2.2 Minimum Requirements

Each RFGS shall develop, adopt, implement, and maintain a written Security Plan (SP) that complies with this SSO Manual and FTA's SSO regulations in 49 CFR 659.21 and 49 CFR 659.23. The SP shall be maintained as a separate document and not incorporated as a part of the SSPP. The adopted SP shall include at a minimum:

1. A policy statement signed by the Chief Executive of the RFGS that endorses the safety program and describes the authority that establishes the SP. A clear definition of the goals and objectives for the security program and stated management responsibilities to ensure that they are achieved.
2. An overview of the management structure of the RFGS, including: (i) an organization chart; (ii) a description of how the security function is integrated into the rest of the RFGS organization; and (iii) clear identification of the lines of authority used by the RFGS to manage security issues.
3. The process used to control changes to the SP, including: (i) specifying and documenting an annual assessment of whether the SP should be updated; and (ii) required coordination with the SSO Agency, and timeframes for submission, revision and approval.
4. A description of the specific activities required to implement the system security program, including: (i) tasks to be performed by RFGS security function, by position and management accountability, specified in matrices and/or narrative format; (ii) security-related tasks to be performed by other RFGS Divisions, by position and management accountability, specified in matrices and/or narrative format; and (iii) security-related tasks to be performed by other law enforcement agencies, if applicable.
5. A description of the process used by the RFGS to manage threats and vulnerabilities during operations and for major projects, extensions, new vehicles and equipment, including integration with the safety certification process. A description of the process used by the RFGS to ensure that security concerns are addressed in modifications to existing systems, vehicles, and equipment, which do not require formal safety certification but which may have security impacts.
6. A description of the safety certification process required by the RFGS to ensure that security concerns are adequately addressed prior to the initiation of passenger operations for any new starts project and subsequent major projects to extend, rehabilitate, or modify an existing system, or to replace vehicles and equipment.
7. A description of the process used to collect, maintain, analyze, and distribute security data, to ensure that the security function within the RFGS receives the necessary information to support implementation of the system security program.

8. A description of the process used by the RFGS to perform security event/incident notification, investigation and reporting, including: (i) notification thresholds for internal and external organizations; (ii) investigation process and references to procedures; (iii) the process used to develop, implement and track corrective actions that address investigation findings; (iv) reporting to internal and external organizations; and (v) coordination with the SSO Agency.
9. A description of the process used by the RFGS to ensure that planned and scheduled internal security reviews are performed to evaluate compliance with the SP, including: (i) identification of Divisions and functions subject to review; (ii) responsibility for scheduling reviews; (iii) process for conducting reviews, including the development of checklists and procedures and issuing of findings; (iv) review of reporting requirements; (v) tracking the status of implemented recommendations; and (vi) coordination with the SSO Agency.
10. A description of the security training and certification program for employees and contractors, including: (i) categories of security-related work requiring training and certification; (ii) a description of the training and certification program for employees and contractors in security-related positions; (iii) process used to maintain and access employee and contractor training records; and (iv) process used to assess compliance with training and certification requirements.
11. A description of the controls in place that address the personal security of passengers and employees.
12. A description of the RFGS process for making available its system security plan and accompanying procedures to the SSO Agency for review and approval.

2.3 Review and Approval of SP

In carrying out its oversight responsibilities under FTA's SSO Program (49 CFR 659.21), the SSO Agency will receive, review, and approve in writing each RFGS SP. The SSO Agency will arrange review of the SP in a method to protect confidentiality. Figure 1 shows the process for review and approval of the RFGS SP.

Initial Submittals - A RFGS new starts project shall make an initial submittal of a SP to the SSO Agency at least 180 calendar days before beginning passenger service operations. The initial SP will be approved as part of the new starts project safety certification process.

SSO Agency Requested Submittals - The SSO Agency shall require changes to a SP based on revisions to the SSO Agency's SSO Manual, FTA 49 CFR 659, audit results, on-site reviews, investigations, or changing trends in incident data. Upon receipt of a written notification from the SSO Agency for SP modifications, the RFGS shall submit a revised SP to the SSO Agency within 30 calendar days.

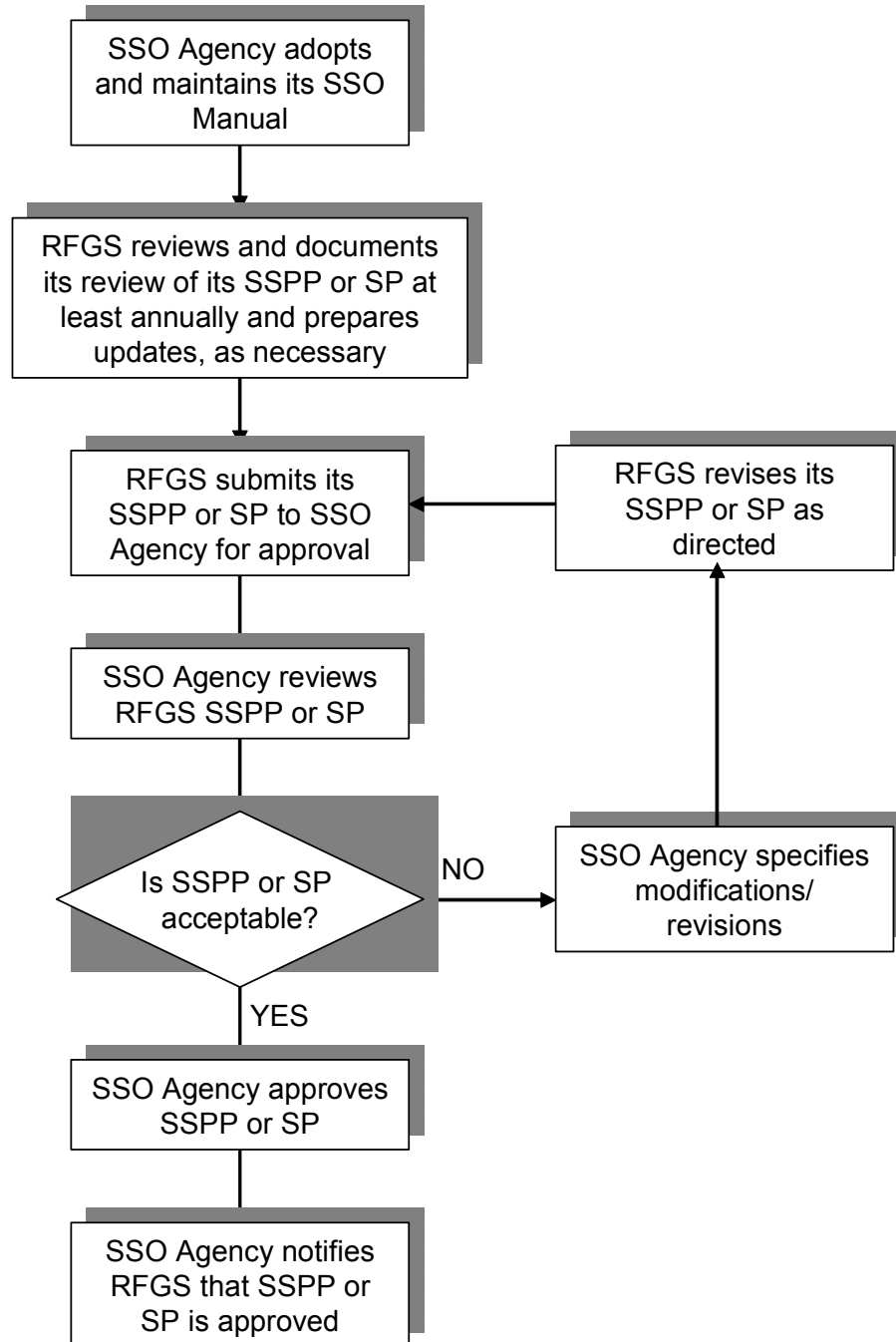
RFGS Initiated Updates - In the event the RFGS modifies its SP as result of a review, the RFGS shall submit the modified SP, and any subsequently modified procedures, to the SSO Agency for review and approval within 30 calendar days of the effective date of the change. The RFGS shall document its review of the SP and submit its SP to the SSO Agency.

SSO Agency Approvals. The SSO Agency's SSO Program Manager approvals of SP modifications will be provided in writing, including the checklist or other review instruments that were completed during the review process.

2.4 Annual Review of SP

Each RFGS shall conduct an annual review of its SP and update it as necessary to ensure that the SP is current at all times. Each revised SP submitted to the SSO Agency shall include a text or tabular summary that identifies and explains proposed changes and includes a time frame for completion of the associated activities. The SSO Agency will arrange review of the SP in a method to protect confidentiality. Upon approval of modifications, the SSO Agency will issue to the RFGS written approval of its SP within 30 calendar days.

Figure 1. System Safety Program Plan (SSPP) and Security Plan (SP) Approval Process.



CHAPTER 3 - INTERNAL REVIEWS

3.1 Applicable RFGS

Chapter 3 applies to all RFGS.

3.2 Minimum Requirements

The RFGS shall develop procedures and shall document the process for the performance of on-going internal safety and security reviews. The internal safety and security review procedures shall, at a minimum:

1. Describe the process used by the RFGS to determine if all identified elements of its SSPP and SP are performing as intended.
2. Ensure that all elements of the SSPP and SP are reviewed in an on-going manner and completed over a three-year cycle. The three-year cycle commences on a date designated by the RFGS with the intention of completing at least one-third of the elements each year.

The RFGS shall permit the SSO Agency to participate in these reviews at the SSO Agency's request. To protect the independent nature of the review, the RFGS unit (e.g., department, division) in charge of the review shall not be the unit in charge of implementing the items being reviewed.

Figure 2 shows the Internal Safety and Security Review process.

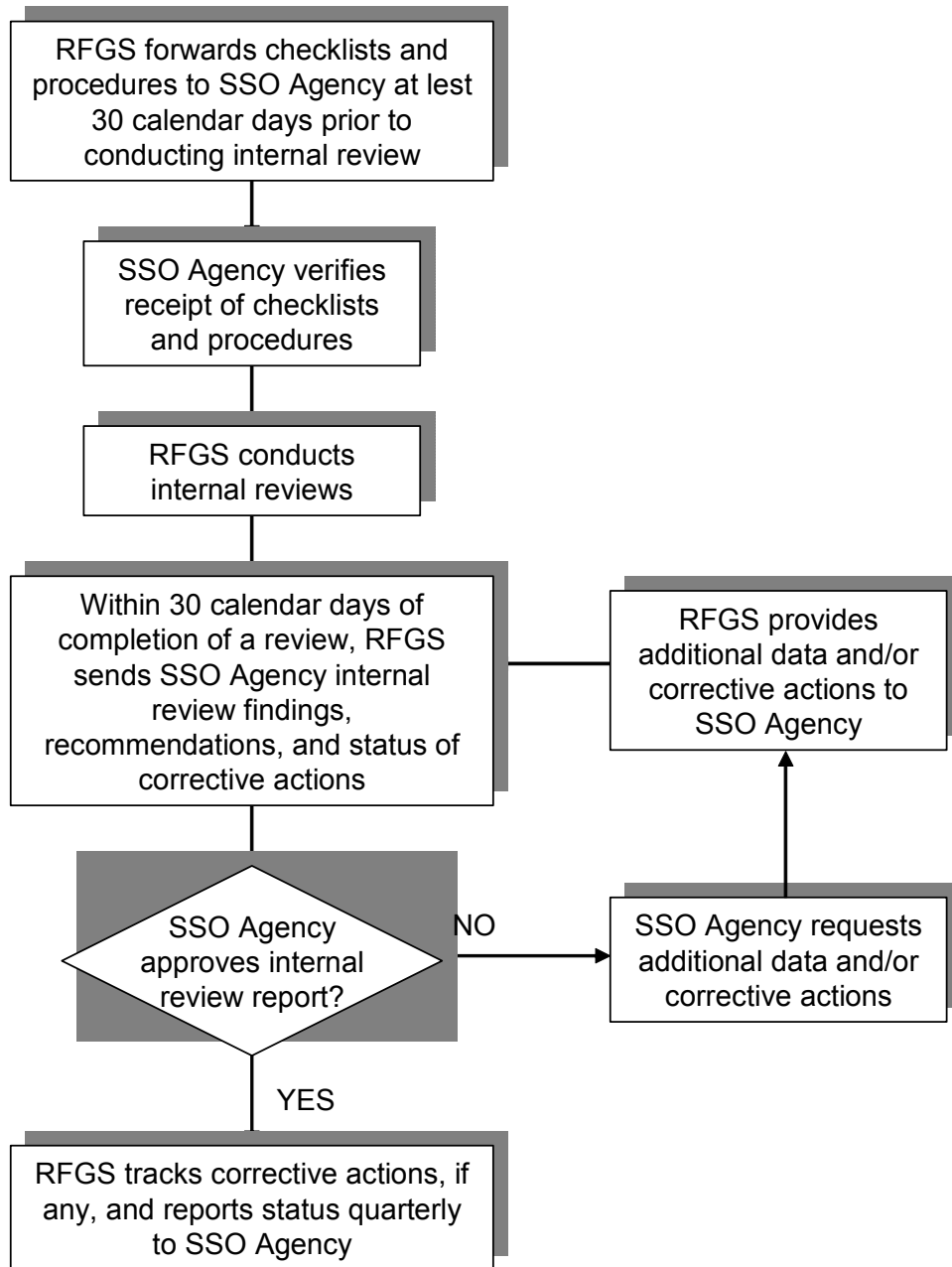
3.3 Notifications

The RFGS must notify the SSO Agency at least 30 calendar days before the conduct of scheduled internal reviews, and at that time shall submit to the SSO Agency any checklists or procedures that the RFGS will use during the reviews. The RFGS shall notify the SSO Agency and transmit any checklists or procedures either electronically or by mail to the SSO Program Manager.

3.4 Annual Internal Review Reports

The RFGS shall annually submit a report documenting internal safety review activities, a separate report documenting internal security review activities, and the status of subsequent findings and corrective actions. The RFGS shall submit its reports no later than March 1 of each year for the prior calendar year. The RFGS annual internal review reports must be accompanied by a formal certification signed by the chief executive of the RFGS, indicating that the RFGS is in compliance with its SSPP and SP. If the RFGS determines that findings from its internal reviews indicate that the RFGS is in noncompliance with its SSPP or SP, the chief executive must identify the activities the RFGS will take to achieve compliance. The SSO Agency will review the annual internal review reports and, if acceptable, the SSO Agency will approve the annual reports. The RFGS shall submit its annual internal review reports electronically or by mail to the SSO Program Manager.

Figure 2. Internal Safety and Security Review Process.



CHAPTER 4 - THREE-YEAR REVIEW

4.1 Applicable RFGS

Chapter 4 applies to all RFGS.

4.2 Minimum Requirements

The SSO Agency will conduct on-site safety and security reviews of the RFGS implementation of its SSPP and SP at least once every three years, beginning with initiation of the RFGS passenger operations. At the conclusion of the on-site review, the SSO Agency will prepare and issue a report containing findings and recommendations resulting from that review.

Figure 3 shows the Three-Year Review process.

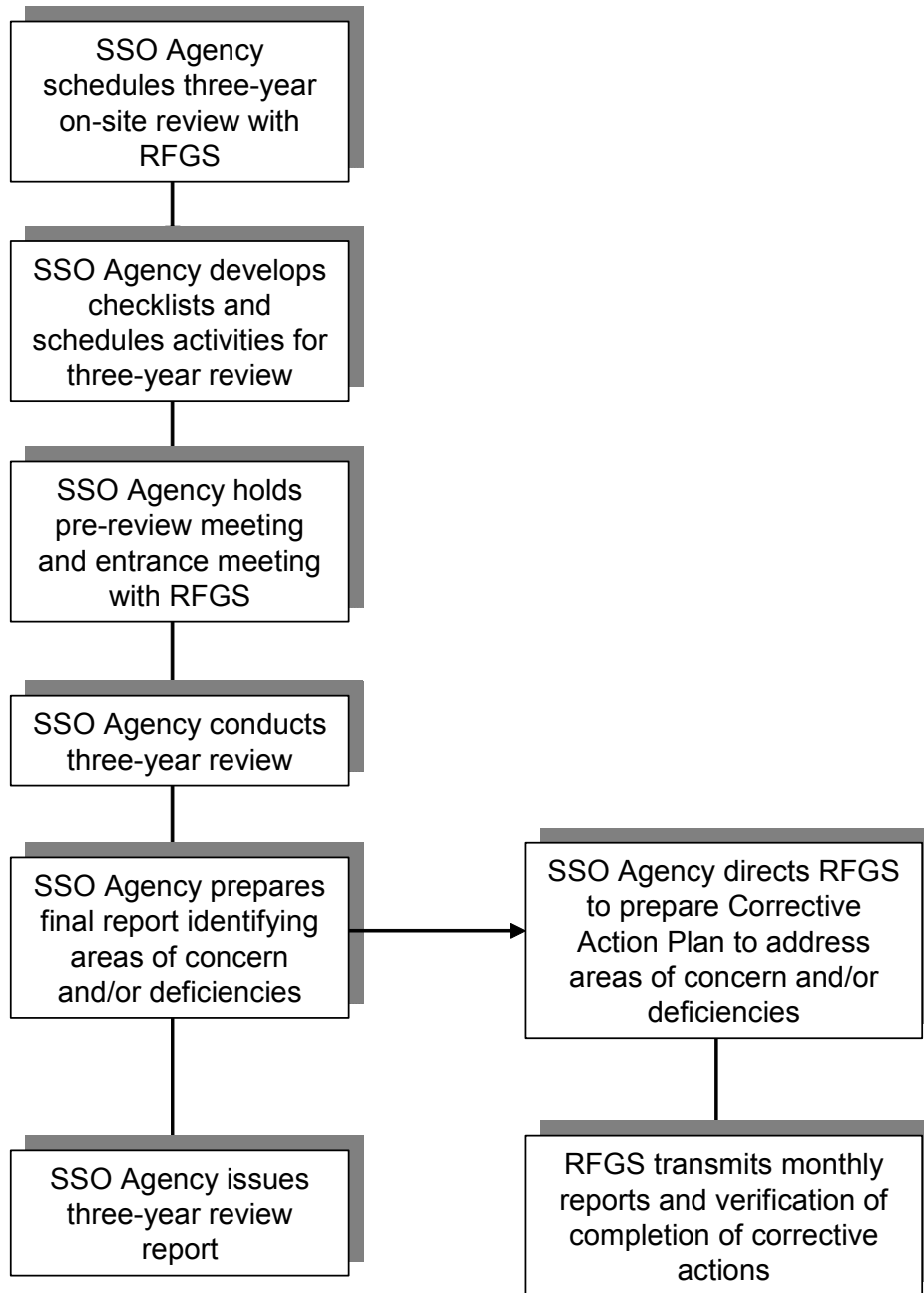
4.3 Objectives

The SSO Agency's three-year safety and security reviews will examine all elements of the SSPP and SP, determine the extent to which the RFGS is meeting its SSPP and SP requirements, the effectiveness of the SSPP and the SP, and whether the SSPP and SP should be updated.

4.4 Scheduling and Conducting Three-Year Review

The SSO Agency or its designated contractor will develop and maintain a schedule of three-year safety and security reviews of the RFGS. The SSO Agency will schedule the three-year reviews of the RFGS at least 60 calendar days in advance, and will notify the RFGS in writing. The RFGS shall formally acknowledge the notification in writing. The SSO Agency will schedule a pre-review meeting with the RFGS for clarification of any questions and concerns, and coordination of daily schedules with the RFGS. In addition, the SSO Agency will schedule an entrance meeting with the RFGS to resolve any pre-review issues, if any. The SSO Agency will conduct the on-site safety and security reviews using checklists developed from the approved SSPP and SP. The SSO Agency will transmit these checklists to the RFGS at least 30 calendar days prior to the start date of the reviews. The SSO Agency will transmit the three-year on-site review reports to FTA as required.

Figure 3. Three-Year Safety and Security Review Process.



CHAPTER 5 - HAZARD MANAGEMENT PROCESS

5.1 Applicable RFGS

Chapter 5 applies to all RFGS.

5.2 Minimum Requirements

The SSO Agency requires the RFGS to develop and document in its SSPP a process to identify and resolve hazards for new starts projects, extensions, or modifications of existing systems, operational or environmental changes, or from hazards discovered during reviews, audits, inspections, and investigations.

The hazard management process must, at a minimum:

1. Define the RFGS approach to hazard management and the implementation of an integrated system-wide hazard resolution process;
2. Specify the sources of, and the mechanisms to support, the on-going identification of hazards;
3. Define the process by which identified hazards will be evaluated and prioritized for elimination and control;
4. Identify the mechanism used to track through resolution the identified hazard(s);
5. Define the minimum thresholds for the notification and reporting of hazards to the SSO Agency; and
6. Specify the process by which the RFGS will provide on-going reporting of hazard resolution activities to the SSO Agency.

5.3 Hazard Identification, Assessment, and Resolution

For each hazard that the RFGS has identified in its hazard management process, the RFGS shall document on a Hazard Worksheet the processes it used to identify, investigate, assess, and resolve the hazard, including:

1. How the hazard was recognized and reported.
2. A description of the hazard and the immediate corrective action(s) taken.
3. Using the risk assessment method documented in the SSPP, a determination of the initial risk assessment, based on the probability and severity of the hazard if nothing was done.
4. Results of the investigation, including the circumstances, events, and causal factors leading up to the hazard.
5. Additional corrective action that was or will be done to reduce the probability and/or severity of the hazard (including schedule and responsibility).
6. Using the risk assessment method documented in the SSPP, a final risk assessment, based on the likelihood of the hazard to occur and its likely severity when the proposed corrective action/resolution is in place.

The RFGS shall maintain a file of worksheets and associated documents for all hazards discovered by or reported to the RFGS. The file is intended to facilitate future reviews and trend analysis by the RFGS and the SSO Agency.

5.4 Notification

In the event the RFGS determines that the final risk assessment of the hazard is “unacceptable” using the criteria and assessment process in its SSPP, the RFGS shall notify the SSO Agency within 24 hours or by 5:00 p.m. on the next regular working day following the determination of the unsafe condition as “unacceptable”. The RFGS shall transmit an electronic copy of the Hazard Worksheet to the SSO Program Manager.

5.5 Hazard Investigation

The RFGS or its contractor shall investigate a hazard reported to the SSO Agency as “unacceptable” in accordance with the provisions in this SSO Manual and the RFGS investigation procedures. The RFGS shall maintain a file of hazards reported to the SSO Agency and make these files available to the SSO Agency for review and evaluation upon request.

5.5.1 Initial Investigation Report

The RFGS shall submit to the SSO Agency the initial report of its investigation of a hazard within 7 calendar days of the hazard being reported to the RFGS. The RFGS shall transmit an electronic copy of the Initial Investigation Report to the SSO Program Manager.

5.5.2 Status Investigation Reports

The RFGS shall submit to the SSO Agency status reports of hazard investigation at least monthly until the investigation is completed. The RFGS shall transmit an electronic copy of the status report to the SSO Program Manager.

5.5.3 Final Investigation Report

Upon completing the investigation of a hazard, the RFGS shall prepare and submit to the SSO Agency for review and approval a final report that includes a description of activities, findings, identified causal factors, hazard analysis, and corrective action plan. The RFGS shall transmit an electronic copy of the final investigation report to the SSO Program Manager. Within 30 calendar days of receiving the report designated as final the SSO Agency will review the report and issue a written reply either accepting or rejecting the report. In the event that the SSO Agency does not accept the RFGS final report, the SSO Agency will communicate in writing the area(s) of disagreement or concern. The report shall not be considered final until all conditions are met and the report is approved.

5.5.4 Corrective Action Plans (CAP)

The RFGS shall develop a CAP to correct those elements or activities identified as deficient or unacceptable. In addition, the SSO Agency may, during the course of an investigation, identify required hazard analysis and corrective actions to avoid or minimize the reoccurrence of the unsafe condition or address a related, systemic problem. (CAPs are the subject of Chapter 8 of this SSO Manual.) At any time during an investigation, the SSO Agency reserves the right to request a full briefing from the RFGS on the known circumstances of the investigation, including hazard analysis and CAPs.

5.6 SSO Agency Investigation of Hazards

The SSO Agency reserves the right to conduct independent hazard analysis or investigations of identified unacceptable hazards. Any investigation conducted by the SSO Agency or its contractor shall be in accordance with the approved RFGS investigation procedures. The SSO Agency will inform the RFGS in writing of its intention to conduct an investigation of a reported hazard no later than 7 calendar days following receipt of the RFGS initial report. The SSO Agency will advise the RFGS of the following:

- Investigation processes,
- Identity of individual(s) conducting the investigation, and
- Tentative schedule of investigation elements

The RFGS shall assist the SSO Agency investigators by providing required information and resources necessary for conducting the investigation.

The SSO Agency or its contractor will complete an investigation report that includes a description of activities, findings, identified causal factors, hazard analysis and a CAP, as applicable. The report will be completed within 30 calendar days after completion of the investigation.

CHAPTER 6 - ACCIDENT NOTIFICATION

6.1 Applicable RFGS

Chapter 6 applies to all RFGS.

6.2 Requirements

The RFGS shall notify the SSO Agency having jurisdiction within 2 hours of any safety or security event involving a rail transit vehicle or taking place on RFGS controlled property where one or more of the following occurs¹:

- (a) A fatality at the scene; or where an individual is confirmed dead within 30 calendar days of a transit-related incident;
- (b) Injuries requiring immediate medical attention away from the scene for two or more individuals;
- (c) Property damage to RFGS vehicles, non-RFGS vehicles, other RFGS property or facilities, and non-RFGS property that equals or exceeds \$25,000;
- (d) An evacuation due to life safety reasons;
- (e) A collision at a grade crossing;
- (f) A main-line derailment;
- (g) A collision with an individual on a RFGS right of way; or
- (h) A collision between a RFGS vehicle and a second RFGS vehicle or a RFGS non-revenue vehicle.

The RFGS shall notify the SSO Agency having jurisdiction within 2 hours of an incident for which the RFGS must notify the National Transportation Safety Board (NTSB).

6.3 Initial Notification

The RFGS shall provide initial notification to the SSO Agency having jurisdiction via 24 hour emergency phone number. The RFGS shall maintain a current list of contact information for all primary and alternate SSO Agency contact personnel, including delivery street addresses, websites, email addresses, and fax, telephone, cell phone, and pager numbers.

6.4 Information

The following information shall be provided by the RFGS in the initial notification of the event. If the information is not pertinent to the event, the item should be identified on the Initial Notification Form as "non-applicable" (N/A).

- Name and Job Title of person reporting and name of RFGS

¹ 49 CFR 659.33(b) also requires notification from agencies that share track with the general railroad system and are thus subject to Federal Railroad Administration (FRA) reporting requirements. The RFGS subject to this State Safety and Security Oversight Program does not share track with the general railroad system and is not subject to FRA reporting requirements.

- Event Type (fatality, injuries, property damage, evacuation, derailment or other)
- Location, Time, Date
- Fatalities
- Injuries
- Rail transit vehicle(s) involved (type, number)
- Other vehicle(s) involved (type, number)
- Property damage estimate
- NTSB reportable
- FRA reportable
- RFGS primary person (i.e., Chief Investigator) conducting the investigation (name, title, phone and fax numbers, email address)
- Description of the event
- Implemented and/or planned corrective actions

The RFGS shall provide additional information at the SSO Agency's request.

CHAPTER 7 - ACCIDENT INVESTIGATIONS

7.1 Applicable RFGS

Chapter 7 applies to all RFGS.

7.2 Requirements

The RFGS shall investigate any reportable event meeting the criteria described in Chapter 6, Section 6.2.

7.3 Approved Investigation Procedures

The RFGS shall use investigation procedures that have been approved by the SSO Agency.

- (a) Each RFGS investigation shall be documented in a final report that includes a description of investigation activities, findings, identified causal factors, and a CAP.
- (b) The investigation report shall be submitted to the SSO Agency within 30 calendar days following completion of the investigation.
- (c) The SSO Agency having jurisdiction will review and formally approve each RFGS final investigation report within 30 calendar days following receipt of the report.
- (d) The RFGS shall provide monthly status reports to the SSO Agency that document investigation activities and findings.

7.4 RFGS Investigation

The RFGS or its contractor shall investigate each event reported to the SSO Agency in Chapter 6, Section 6.2 in accordance with the procedures in the approved RFGS Investigation Procedures. The RFGS shall maintain a file of investigated events and shall make these files available to the SSO Agency for review and evaluation upon request.

7.4.1 Status Investigation Reports

The RFGS shall prepare and submit monthly status investigation reports to the SSO Agency until the investigation is completed. The status investigation reports at a minimum shall include:

- Minutes of any meeting held by a RFGS ad hoc reportable event investigation committee or contractor,
- Disclosure of any immediate corrective actions the RFGS has planned or completed,
- Principal issues or items currently being evaluated, and
- Overall progress and status of the investigation.

At any time during an investigation, the RFGS shall be prepared to provide a full briefing on the known circumstances of the event, status of the RFGS or NTSB investigation, and investigation activities and status of any planned or completed corrective actions.

7.4.2 Final Investigation Report

Upon completing the accident investigation, RFGS shall prepare and submit to the SSO Agency a final report that includes a description of activities, findings, identified causal factors, CAP and hazard analysis, as applicable. The RFGS may transmit an electronic copy of the Final Investigation Report to the SSO Program Manager.

Within 30 calendar days of receiving a report designated as final, the SSO Agency having jurisdiction will review the report and issue a written reply either accepting or rejecting the report. In the event that the SSO Agency having jurisdiction does not accept the RFGS report, the SSO Agency having jurisdiction shall communicate in writing the area(s) of disagreement or concern. The report shall not be considered final until all conditions are met and the report is approved. Following acceptance of the RFGS final report, the SSO Agency having jurisdiction shall issue written approval of the report to the RFGS.

SSO Agency review and approval of the RFGS final investigation report represents formal adoption of the final investigation report by the SSO Agency having jurisdiction.

7.4.3 Corrective Action Plan

In addition to the final investigation report, the RFGS shall, during the course of an investigation, identify corrective actions to avoid or minimize the reoccurrence of the investigated event or address a related, systemic problem. To ensure that these identified actions are properly addressed, the RFGS shall develop a formal CAP to correct those elements or activities identified as deficient.

7.5 SSO Agency Investigations of Reportable Events

All RFGS are subject to the conduct of independent investigations by the SSO Agency having jurisdiction or SSO Agency participation in RFGS investigations for any reported event. Any investigation conducted by the SSO Agency having jurisdiction or its contractor shall be in accordance with the approved RFGS investigation procedures. The SSO Agency having jurisdiction will inform the RFGS of its intention to conduct an investigation or participate in a RFGS investigation of a reported event no later than 7 calendar days following receipt of the RFGS initial report. The SSO Agency having jurisdiction will advise the RFGS of the following:

- Investigation processes,
- Identity of individual(s) conducting the investigation, and
- Tentative schedule of investigation activities.

The RFGS shall assist the SSO Agency investigators by providing required information and resources necessary for conducting the investigation. The SSO Agency having jurisdiction or its authorized contractor will complete a report that includes a description of investigation activities, findings, identified causal factors, and a CAP. The report will be completed within 30 calendar days after completion of the investigation and formally transmitted to the RFGS.

7.6 NTSB Investigations

The NTSB may investigate a reportable event to achieve its primary function to promote safety in transportation. In such case, the NTSB is responsible for the investigation; the determination of facts, conditions, and circumstances; the cause or probable cause or causes; and recommendations to

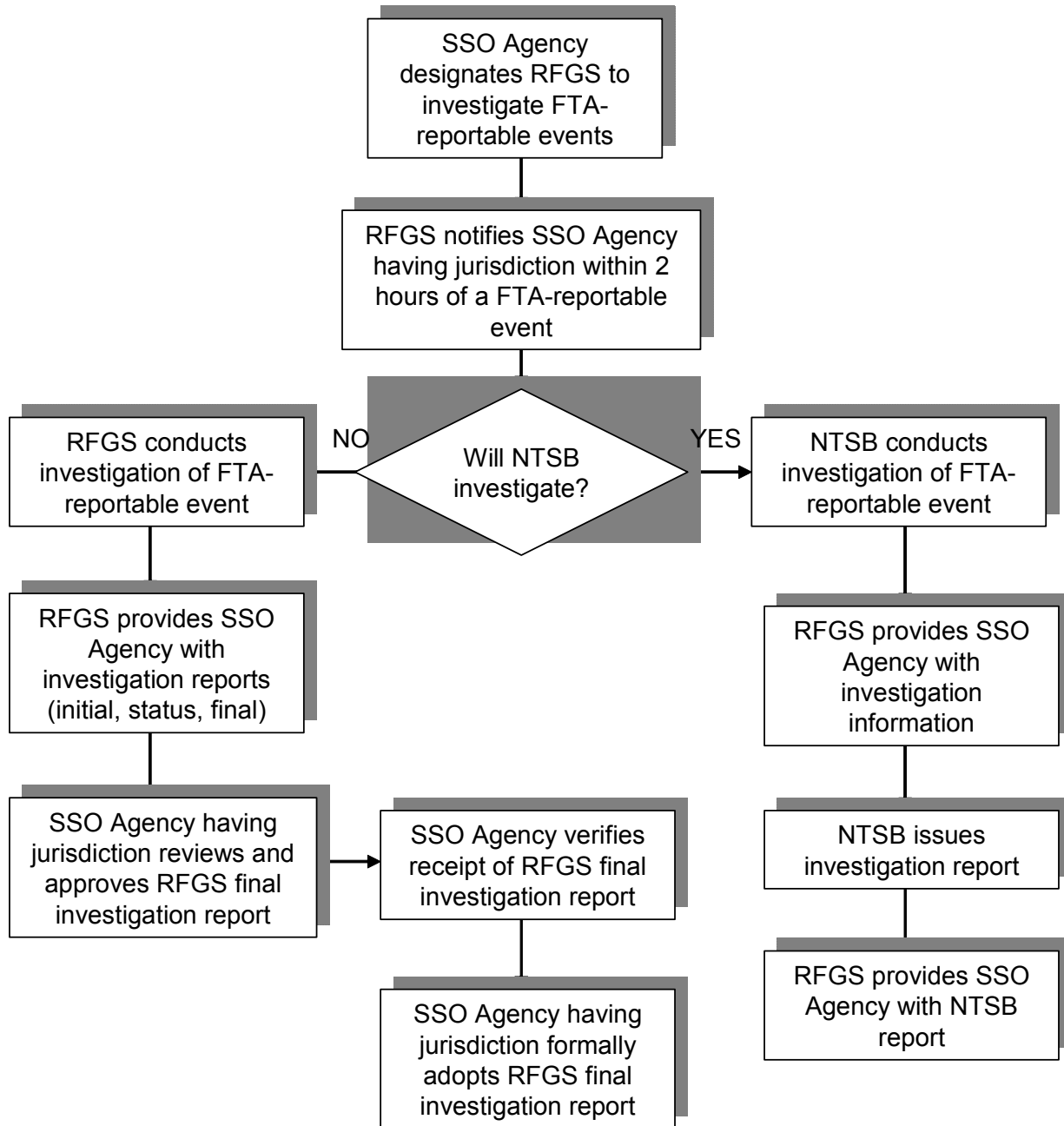
reduce the likelihood of recurrence.

In the event of a NTSB investigation, the RFGS shall be responsible for timely notifying and providing information to the SSO Agency on NTSB activities including meetings, interviews, requests for data, functional testing, examination of equipment, and the results of drug and alcohol tests. The RFGS shall provide the SSO Agency with a copy of all written correspondence to the NTSB concerning a reportable event or investigation, and also shall provide the SSO Agency a copy of all NTSB reports and any recommendations concerning the event or its investigation, upon receipt by the RFGS.

The SSO Agency will assist the NTSB by providing information requested about the RFGS current practices and other matters as appropriate. If the NTSB releases preliminary findings and recommendations, the SSO Agency is authorized to participate in any discussions and reviews with the RFGS and NTSB.

The SSO Agency and the RFGS will review the NTSB findings, draft, and final reports and make a determination of whether or not to adopt the NTSB recommendations. Should the NTSB recommendations be adopted, the RFGS shall prepare corrective action plans to implement the findings.

Figure 4. Reportable Event Notification and Investigation Process.



CHAPTER 8 - CORRECTIVE ACTION PROCESS

8.1 Applicable RFGS

Chapter 8 applies to all RFGS.

8.2 Minimum Requirements

The RFGS shall develop a Corrective Action Plan (CAP) for the following:

- Results from investigations in which identified causal factors are determined by the RFGS or the SSO Agency as requiring corrective actions;
- Hazards or deficiencies identified from safety and security reviews performed by the RFGS or the SSO Agency; and
- Results from three-year safety and security reviews conducted by the SSO Agency identified as requiring corrective actions.

Each CAP shall identify the action to be taken by the RFGS, an implementation schedule, and the individual or RFGS department responsible for the implementation. The CAP shall be submitted to the SSO Agency for review and approval. In the event that the SSO Agency and the RFGS dispute the need, findings, or enforcement of a CAP, the SSO Agency will allow the RFGS 30 calendar days to submit its case. The SSO Agency will then issue final direction to the RFGS regarding the CAP.

In the event that the NTSB conducts an investigation, the RFGS and the SSO Agency shall review the NTSB findings and recommendations to determine whether or not a CAP should be developed by the RFGS. If a CAP is required either by the NTSB or the SSO Agency, the RFGS shall develop it. The RFGS shall provide the SSO Agency the following information regarding the CAP:

- Verification that the corrective action(s) has been implemented as described in the CAP or that a proposed alternative action(s) has been implemented. The RFGS shall inform the SSO Agency concerning any alternative actions for implementing a CAP.
- Monthly reports detailing the status of each corrective action(s) not completely implemented as detailed in the CAP.

The RFGS shall specify requirements in its hazard management process for development of corrective action plans to address identified hazards.

8.3 Notification

The RFGS shall develop a CAP with the intent of addressing the hazard or deficiency. The RFGS shall submit the CAP to the SSO Agency for approval within 30 calendar days, or longer at the SSO Agency's discretion, depending on the complexity of the deficiency. Each CAP shall include the following information:

- Identified hazard or deficiency,

- Planned activities or actions to resolve deficiency or hazard,
- RFGS Division(s) responsible for implementing corrective actions, and
- Scheduled completion dates for implementation.

8.4 CAP Review and Approval

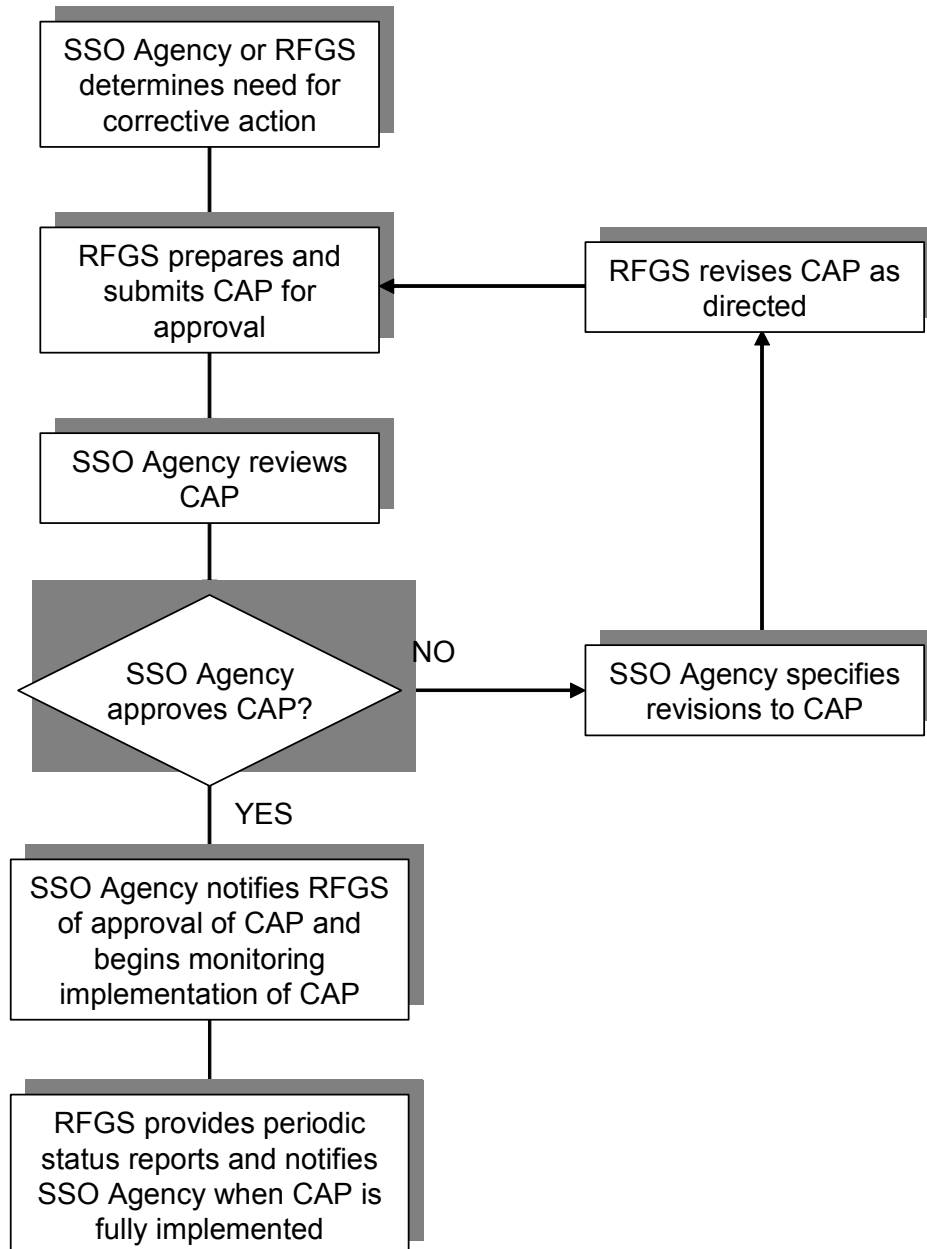
The SSO Agency will notify the RFGS of its approval or rejection of a CAP within 15 calendar days of receiving the CAP. In the event the SSO Agency rejects a CAP, the SSO Agency will state its reasons in writing and recommend revisions. The RFGS shall submit a revised CAP to the SSO Agency no later than 15 calendar days following the rejection.

8.5 Monitoring and Tracking

The RFGS shall maintain a Corrective Action Monitoring Log and provide the SSO Agency with monthly corrective action implementation updates. Updates shall be transmitted to the SSO Agency electronically via the RFGS web site. The RFGS shall verify to the SSO Agency in writing when a corrective action has been fully implemented. The RFGS corrective action is subject to additional verification by the SSO Agency.

Figure 5 identifies the CAP process.

Figure 5. Corrective Action Plan (CAP) Process.



Appendices

- A. 49 CFR Part 659
- B. Memorandum of Understanding
- C. Illinois Statutes
- D. Missouri Statutes
- E. SSPP Checklist
- F. SP Checklist