



STATE OF MARYLAND
MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION (MDOT MTA)

REQUEST FOR PROPOSALS (RFP)
MOBILITY PARATRANSIT OPERATIONS AND
MAINTENANCE SERVICES

RFP NUMBER MOL-21-059-SR

ISSUE DATE: AUGUST 3, 2021

NOTICE

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. See **Section 4.2**.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO
RESPOND TO THIS SOLICITATION.**

VENDOR FEEDBACK FORM

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

Title: Mobility Paratransit Operations and Maintenance Services
Solicitation No: MOL-21-059-SR

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
 - Other commitments preclude our participation at this time
 - The subject of the solicitation is not something we ordinarily provide
 - We are inexperienced in the work/commodities required
 - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
 - The scope of work is beyond our present capacity
 - Doing business with the State is simply too complicated. (Explain in REMARKS section)
 - We cannot be competitive. (Explain in REMARKS section)
 - Time allotted for completion of the Proposal is insufficient
 - Start-up time is insufficient
 - Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
 - Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
 - MBE or VSBE requirements (Explain in REMARKS section)
 - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
 - Payment schedule too slow
 - Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

STATE OF MARYLAND
MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION (MDOT MTA)
KEY INFORMATION SUMMARY SHEET

Request for Proposals	Services - Mobility Paratransit Operations and Maintenance Services
Solicitation Number:	MOL-21-059-SR
RFP Issue Date:	August 3, 2021
RFP Issuing Office:	Maryland Department of Transportation Maryland Transit Administration (MDOT MTA or the "Department")
Procurement Officer: e-mail: Office Phone:	Heather Martin 6 St. Paul Street, 7 th Floor, Baltimore, MD 21202 hmartin@mdot.maryland.gov 410-767-3835
Proposals are to be sent to:	Submit Via eMMA at emma.maryland.gov
Pre-Proposal Conference:	August 18, 2021 at 10:30am Local Time on MS Teams See Attachment A must be submitted for conference call information.
Questions Due Date and Time	August 25, 2021 at 6:00am Local Time
Proposal Due (Closing) Date and Time:	September 22, 2021 at 1:00pm Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page iv).
MBE Subcontracting Goal:	17.5% with no subgoals
VSBE Subcontracting Goal:	1.6%
Contract Type:	Firm fixed price
Contract Duration:	Three-year base period with two two-year option periods
Primary Place of Performance:	¾ -mile from all MDOT MTA fixed routes.
SBR Designation:	No
Federal Funding:	No

TABLE OF CONTENTS - RFP

1	Minimum Qualifications	1
1.1	Offeror Minimum Qualifications.....	1
2	Contractor Requirements: Scope of Work	2
2.1	Summary Statement.....	2
2.2	Background and Purpose	2
2.3	Responsibilities and Tasks	5
2.4	Deliverables.....	5
3	Contractor Requirements: General	6
3.1	Contract Initiation Requirements.....	6
3.2	End of Contract Transition.....	6
3.3	Invoicing	8
3.4	Liquidated Damages	9
3.5	Disaster Recovery and Data	10
3.6	Insurance Requirements	12
3.7	Security Requirements.....	15
3.8	Problem Escalation Procedure.....	21
3.9	SOC 2 Type 2 Audit Report.....	22
3.10	Experience and Personnel	22
3.11	Substitution of Personnel	25
3.12	Minority Business Enterprise (MBE) Reports.....	28
3.13	Veteran Small Business Enterprise (VSBE) Reports.....	28
3.14	Work Orders.....	29
3.15	Additional Clauses.....	29
4	Procurement Instructions	30
4.1	Pre-Proposal Conference.....	30
4.2	eMaryland Marketplace Advantage (eMMA)	30
4.3	Questions.....	30
4.4	Procurement Method.....	31
4.5	Proposal Due (Closing) Date and Time	31
4.6	Multiple or Alternate Proposals.....	31
4.7	Economy of Preparation.....	31

4.8	Public Information Act Notice	31
4.9	Award Basis	32
4.10	Oral Presentation	32
4.11	Duration of Proposal.....	32
4.12	Revisions to the RFP.....	32
4.13	Cancellations	32
4.14	Incurred Expenses.....	33
4.15	Protest/Disputes.....	33
4.16	Offeror Responsibilities	33
4.17	Acceptance of Terms and Conditions	34
4.18	Proposal Affidavit.....	34
4.19	Contract Affidavit.....	34
4.20	Compliance with Laws/Arrearages.....	34
4.21	Verification of Registration and Tax Payment.....	34
4.22	False Statements	34
4.23	Payments by Electronic Funds Transfer	35
4.24	Prompt Payment Policy.....	35
4.25	Electronic Procurements Authorized.....	35
4.26	MBE Participation Goal.....	37
4.27	VSBE Goal.....	40
4.28	Living Wage Requirements.....	41
4.29	Federal Funding Acknowledgement.....	42
4.30	Conflict of Interest Affidavit and Disclosure	42
4.31	Non-Disclosure Agreement.....	43
4.32	HIPAA - Business Associate Agreement.....	43
4.33	Nonvisual Access	43
4.34	Mercury and Products That Contain Mercury.....	43
4.35	Location of the Performance of Services Disclosure.....	43
4.36	Department of Human Services (DHS) Hiring Agreement.....	43
4.37	Small Business Reserve (SBR) Procurement	43
4.38	Bonds	43
4.39	Maryland Healthy Working Families Act Requirements.....	45
5	Proposal Format.....	46
5.1	Two Part Submission.....	46

5.2 Proposal Delivery and Packaging..... 46

5.3 Volume I - Technical Proposal..... 46

5.4 Volume II – Financial Proposal..... 54

6 Evaluation and Selection Process..... 55

6.1 Evaluation Committee 55

6.2 Technical Proposal Evaluation Criteria 55

6.3 Financial Proposal Evaluation Criteria 55

6.4 Reciprocal Preference 55

6.5 Selection Procedures..... 56

6.6 Documents Required upon Notice of Recommendation for Contract Award..... 57

7 RFP ATTACHMENTS AND APPENDICES 58

Attachment A. Pre-Proposal Conference Response Form 62

Attachment B. Financial Proposal Instructions & Form..... 63

Attachment C. Proposal Affidavit 67

Attachment D. Minority Business Enterprise (MBE) Forms..... 68

Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms..... 69

Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts..... 70

Attachment G. Federal Funds Attachments..... 72

Attachment H. Conflict of Interest Affidavit and Disclosure..... 73

Attachment I. Non-Disclosure Agreement (Contractor)..... 74

Attachment J. HIPAA Business Associate Agreement..... 75

Attachment K. Mercury Affidavit 76

Attachment L. Location of the Performance of Services Disclosure 77

Attachment M. Contract..... 78

Attachment N. Contract Affidavit 96

Attachment O. DHS Hiring Agreement..... 97

Appendix 1. – Abbreviations and Definitions..... 98

Appendix 2. – Offeror Information Sheet..... 102

Appendix 3 – Mobility Service Provider Scope of Work..... 103

Appendix 4. – Proposal Bond..... 104

Appendix 5. – Performance Bond 105

Appendix 6. – Liquidated Damages and Incentives Calculations 106

Appendix 7. – Historical Data 107

Appendix 8. – COMAR Inspection Criteria 108

Appendix 9. – Mobility Fleet Inventory..... 109

Appendix 10. – Public Transportation Agency Safety Plan 110

1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

As part of the determination to be considered reasonably susceptible of being selected for award, the Offeror must document in its Proposal that the following Minimum Qualifications have been met:

- 1.1.1 The Offeror shall have a minimum of ten (10) years relevant experience with paratransit industry services and applications including all maintenance functions. Experience must be commensurate with the capacity to manage and operate at least 150 paratransit vehicles.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Maryland Department of Transportation Maryland Transit Administration (MDOT MTA or the "Department") is issuing this Request for Proposals (RFP) in order to award multiple contracts to Vendors for the provision of Americans with Disabilities (ADA) Paratransit Services within service areas as defined, primarily, by existing MDOT MTA fixed-route systems, and as required by the ADA.
- 2.1.2 It is the State's intention to obtain goods and services, as specified in this RFP, from Contracts between selected Offerors and the State.
- 2.1.3 The Department intends to make up to five awards as a result of this RFP. See RFP Section 4.9 Award Basis for more Contract award information.
- 2.1.4 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 2.1.5 A Contract award does not ensure a Contractor will receive all or any State business under the Contract.

2.2 Background and Purpose

2.2.1 Description of MDOT MTA Mobility Paratransit Services

MDOT MTA Mobility is a special service mandated by the Americans with Disabilities act which provides door-to-door, shared rider service for individuals with disabilities, who are unable to use MDOT MTA core local services. (Local Bus, Light RailLink, and Metro SubwayLink). MDOT MTA owns the vehicles and manages the reservation and routing systems, however, service and vehicle maintenance are currently provided by two prime service Contractors, each providing approximately one half of the total service delivery based on trips. Each service provider currently operates from their own garage location(s) within the service area. However, MDOT MTA may increase the number of prime service Contractors to up to five under this RFP.

MDOT MTA's Mobility Paratransit Service operates seven days a week, twenty-four hours per day. The service area includes all areas of Baltimore City, all portions of Baltimore and Anne Arundel counties which are located inside the Baltimore Beltway (I-695) and all other areas of Baltimore and Anne Arundel counties located within a ¾ mile radius of the MDOT MTA's fixed-route services. Providers are required to pick up and drop off passengers anywhere within these service areas. Trips are requested by 5:00 P.M. on the day prior to service and may be scheduled up to seven days in advance. MDOT MTA Mobility Paratransit Service also provides subscription service for recurring trips for the same time, between the same locations, and on the same day of the week for an indefinite period.

On an average weekday, the MDOT MTA schedules approximately 8,000 trips. Current peak periods are 6:00 A.M. to 11:00 A.M. and 2:00 P.M. to 5:00 P.M. with the highest morning peak hours from 7:00 A.M. to 9:00 A.M. and the highest afternoon peak hours from 2:00 P.M. to 4:00 P.M.

2.2.2 Objectives and Purpose

The core objectives of this project are to retain the services of up to five Contractors to provide MDOT MTA Mobility Paratransit Services and vehicle maintenance. The MDOT MTA intends to have all service delivery provided by these Contractors and expects each Contractor will provide a relative proportion of the service. The MDOT MTA reserves the right to modify the allocation of trips within the service delivery contractor pool based on Contractor service performance.

The function of the Service Delivery Contractors will be to provide Mobility Paratransit Services in conjunction with the MOCC Contractor and to interface with MDOT MTA and the QA/QC Contractor. The Contractors responsibilities include, but are not limited to:

- A. Provision of safe transportation for all customers and employees
- B. Customer service
- C. Garage facilities management
- D. Fleet and equipment maintenance
- E. Reporting and record keeping
- F. Manifest reconciliation
- G. Provision of supplemental service
- H. Hiring, training, and management of all personnel involved in Service Delivery and Vehicle Maintenance

2.2.3 State Staff and Roles

The State will provide oversight and management of all aspects of the Contract. In addition to the Procurement Officer and Contract Manager, the State will provide:

- A. State Project Manager
 - 1) The State will provide a State Project Manager who will be responsible for day-to-day contract management and will be the primary point of contact for all issues related to this contract.
- B. Quality Assurance/Quality Control
 - 1) The State will provide Administrative and Operations Quality Assurance monitoring and reviews of Mobility service in accordance with MTA policies and procedures.
- C. Dispatch Operations
 - 1) The State will provide dispatch of the Contractor's vehicle operators and manage daily service operations including day-of-service adjustments, to ensure safe, reliable, efficient service and maximize productivity.

2.2.4 Other State Responsibilities

- 2.2.4.1 It is anticipated that as part of this Contract, the State will provide support for the following elements:
- A. Policy direction.
 - B. Program and contract management and oversight of all Contractor's activities
 - C. Evaluate Contractor's compliance with applicable federal regulations governing the provision of ADA paratransit service, Federal Drug and Alcohol Testing Program, and National Transit Database reporting requirements
 - D. Provide annual updated estimates of service demand if requested
 - E. Make final determinations of on-time performance and all other performance metrics, standards, indicators, and results
 - F. Provide access as necessary to the Trapeze system and other enterprise technology systems for limited use by the Contractor, subject to MDOT MTA approval and as specified otherwise in the RFP
 - G. Provide fuel reimbursement, as specified in this RFP, for revenue fleet and non-revenue fleet operations
 - H. Perform checks and audits of dedicated vehicle maintenance and scheduled maintenance compliance
 - I. Monitor Contractors' performance, service quality, and traffic checking
 - J. Monitor Contractors' compliance with complaint investigation and resolution
 - K. Serve as the public and media relations sole point of contact
 - L. Maintain timely payment for services
 - M. Determine customers' eligibility for paratransit services
 - N. Perform customer complaint intake
 - O. Audit financial and performance data for all charged expenses, statistics, and overhead allocations
 - P. Provide initial in-vehicle technology
- 2.2.4.2 The MDOT MTA is responsible for the establishment of policies and procedures and planning for the operation of Mobility services, including the right to determine and modify as the Department determines necessary the following:
- A. Setting Service Parameters – This shall include service hours and days, service area, on-time window, waiting time and all other parameters that guide the service.
 - B. Eligibility of Customers – The MDOT MTA is the sole determinant of eligibility. Eligibility shall be based on ADA and MDOT MTA guidelines.
 - C. Fare Policy – The MDOT MTA shall determine the fare policy and shall identify those required to pay the fare. The MDOT MTA reserves the right to use tickets, Smart Cards, mobile tickets, passes or other fare collection form factors as necessary.

- 2.2.4.3 The MDOT MTA is responsible for trip reservations, scheduling, and vehicle control
 - A. The MDOT MTA is responsible for overseeing all trip reservations
 - B. The MOCC Contractor, acting on behalf of the MDOT MTA, is responsible for all other scheduling of trips thereafter including trip scheduling the night before day-of-service, adjustments to the schedule on the day-of-service, and total service dispatching controls on the day-of-service
- 2.2.4.4 The MDOT MTA and the QA/QC Contractor shall provide oversight for the overall operations of the Contractor's work including, but not limited to:
 - A. Monitoring Contractor's staffing levels, including Operators and their training, which may include announced and unannounced visits to observe Operator training
 - B. Announced and unannounced field observations of Contractors' operations
 - C. Setting maintenance and operational standards

2.2.5 MDOT MTA Furnished Facilities and Equipment

The MDOT MTA will provide revenue service vehicles, and the MDOT MTA shall provide transponders for required tolls within the service area.

2.3 Responsibilities and Tasks

The Contractor responsibilities and tasks under this RFP are described in **Appendix 3, Mobility Service Provider Scope of Work**.

2.4 Deliverables

Deliverables, when they are due, and how they are reported and accepted are defined in **Appendix 3 Mobility Service Provider Scope of Work, Section 15**.

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3 Contractor Requirements: General

3.1 Contract Initiation Requirements

Contract Initiation Requirements are described as Project Kick-Off Meeting in **Section 2.3.1 Project Kick-Off Meeting in Appendix 3, Mobility Service Provider Scope of Work.**

3.2 End of Contract Transition

3.2.1 The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to ninety (90) days prior to Contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:

- A. Provide additional services and support as requested to successfully complete the transition;
- B. Maintain the services called for by the Contract at the required level of proficiency;
- C. Provide updated System Documentation (see Appendix 3, as appropriate; and
- D. Provide current operating procedures (as appropriate).

3.2.2 The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of the Contract.

3.2.3 The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Monitor.

3.2.4 The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:

- A. The Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of Contract end date.
- B. The Transition-Out Plan shall address at a minimum the following areas:
 - 1) Any staffing concerns/issues related to the closeout of the Contract;
 - 2) Communications and reporting process between the Contractor, the Department, and the Contract Monitor;
 - 3) Security and system access review and closeout;
 - 4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee;
 - 5) Any final training/orientation of Department staff;
 - 6) Connectivity services provided, activities and approximate timelines required for Transition-Out;
 - 7) Knowledge transfer, to include:

- a. A working knowledge of the current system environments as well as the general business practices of the Department;
 - b. Review with the Department the procedures and practices that support the business process and current system environments;
 - c. Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of the Contract;
 - d. Documentation that lists and describes all hardware and software tools utilized in the performance of the Contract;
 - e. A working knowledge of various utilities and corollary software products used in support and operation of the Solution; and
 - f. Vehicle service records.
- 8) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
 - 9) Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.
- C. The Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Monitor.
- D. The Contractor shall provide copies of any current daily and weekly back-ups to the Department or a third party as directed by the Contract Monitor as of the final date of transition, but no later than the final date of the Contract.
- E. Access to any data or configurations of the furnished product and services shall be available after the expiration of the Contract as described in **Section 3.2.5**.

3.2.5 Return and Maintenance of State Data

- A. Upon termination or the expiration of the Contract Term, the Contractor shall: (a) return to the State all State data in either the form it was provided to the Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the Contract term; (c) after the retention period, the Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.
- B. During any period of service suspension, the Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the Contract Monitor.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by Contractor with respect to the services.

3.3 Invoicing

3.3.1 General

- A. The Contractor shall e-mail the original of each invoice and signed authorization to invoice to the Contract Monitor and MDOT MTA Accounts Payable at e-mail addresses: MTAMobilityAdmin@mdot.maryland.gov and MTAAccountsPayable@mdot.maryland.gov.
- B. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- C. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
 - 1) Contractor name and address;
 - 2) Remittance address;
 - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
 - 5) Invoice date;
 - 6) Invoice number;
 - 7) State assigned Contract number;
 - 8) State assigned (Blanket) Purchase Order number(s);
 - 9) Goods or services provided;
 - 10) Amount due; and
 - 11) Any additional documentation required by regulation or the Contract.
- D. Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
- E. The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
- F. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- G. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- H. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred

under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

- A. For items of work for which there is one-time pricing (see **Attachment B** – Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the Department.
- B. For items of work for which there is annual pricing, see **Attachment B**– Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services.

3.3.3 For the purposes of the Contract an amount will not be deemed due and payable if:

- A. The amount invoiced is inconsistent with the Contract;
- B. The proper invoice has not been received by the party or office specified in the Contract;
- C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
- D. The item or services have not been accepted;
- E. The quantity of items delivered is less than the quantity ordered;
- F. The items or services do not meet the quality requirements of the Contract;
- G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
- H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
- I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

MBE liquidated damages are identified in Attachment M.

3.4.2 Liquidated Damages (other than MBE) and Incentives

- A. Within thirty (30) days after NTP, the Contractor shall develop and submit a **Service Delivery Quality Tracking and Reporting Plan (CDRL 0001)**, to the MDOT MTA for review and approval. The Service Delivery Quality Tracking and Monitoring Plan shall describe how the Contractor will, satisfactory to the MDOT MTA, track, monitor, and report the overall quality of Service Delivery.
- B. MDOT MTA will use all Key Performance Indicators (KPIs) as an indicator of Contractor performance and delivery of Operating and Maintenance Services. MDOT MTA or its designated QA/QC Contractor will be responsible for the valuation and oversight of all available reporting data, including independent audits,

- observations, and periodic inspections. Approved incentive payments for successful achievement of established service levels will be awarded to the Contractor and paid as part of the applicable Contractor invoice. MDOT MTA at its sole discretion shall determine if the Contractor has earned any incentive payment for each reporting period.
- C. The total amount of liquidated damages under this section may not exceed fifteen percent (15%) of the monthly payment due to the Contractor for the month in which the Liquidated Damages are assessed.
- D. For the Standards stated below, the Parties agree that MDOT MTA will sustain actual damages if the work identified is not completed properly according to schedule, or if the Contractor fails to comply with the Contract requirements in respect to the items identified. However, the Parties acknowledge that actual damages will be difficult to compute, and these liquidated damages represent a reasonable payment by the Contractor not as a penalty, but an amount that represents an estimated loss to MDOT MTA. Payment by the Contractor of liquidated damages shall not release the Contractor from its continuing obligation to fully and timely perform the Contract according to its terms.
- E. Acceptance of liquidated damages by the MDOT MTA shall not constitute a waiver of the default for which liquidated damages are assessed, or of any subsequent default. The following Contractor's actions in the performance of its contractual obligations, are identified for assessment of liquidated damages and/or for earning incentives:
- Operations KPIs
 - Preventable Accident Rate
 - On-Time Performance
 - Missed Trips
 - Early Quits
 - Closed Runs
 - Customer Complaints
 - Red Light/Parking/Speeding Citations
 - Vehicle Maintenance KPIs
 - Mean Distance Between Failures (MDBF)
 - Preventative Maintenance Compliance
 - Severe Vehicle Maintenance Performance Deficiency
 - Administrative KPIs
 - Customer Complaint Response Time
- F. Liquidated Damages/Incentives for the above KPIs will be calculated in accordance with **Appendix 6 Liquidated Damages and Incentives Calculations**.

3.5 Disaster Recovery and Data

The following requirements apply to the Contract:

3.5.1 Redundancy, Data Backup and Disaster Recovery

- A. Unless specified otherwise in the RFP, Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor's obligations under this provision.
- B. The Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
 - 1) The Contractor shall furnish a DR site.
 - 2) The DR site shall be at least 100 miles from the primary operations site, and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- C. The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor shall send the Contract Monitor a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

3.5.2 Data Export/Import

- A. The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
 - 1) perform a full or partial import/export of State data within 24 hours of a request; or
 - 2) provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

3.5.3 Data Ownership and Access

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a RFP are the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.

- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the State's written request.
- C. The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.

3.5.4 Provisions in **Sections 3.5.1 – 3.5.3** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections 3.5.1-3.5.3** (or the substance thereof) in all subcontracts.

3.6 Insurance Requirements

3.6.1 The following type(s) of insurance and minimum amount(s) of coverage are required:

Commercial General Liability Insurance- The Contractor shall obtain, at the contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with minimum limits of \$5,000,000 per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. When the minimum contract amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event that the primary limits are reduced or aggregate limits are exhausted. The following insurance will be carried:

- Personal and Advertising Injury coverage,
- Products and Completed Operations coverage,
- Independent Contractors coverage,
- Terrorism coverage,
- XCU coverage (explosion, collapse, and underground hazards)
- Delete Contractual Liability exclusion (applicable to work to be performed within 50 feet of railroad tracks) must be removed.
- Additional Insured Endorsement naming MTA.
- Waiver of subrogation rights in favor of MTA
- In addition to procuring and maintaining this insurance during the duration of the contract, the Contractor shall continue to procure and maintain products and completed operations liability insurance coverage through (a) the applicable statute of repose period or (b) 10 years, whichever period is longer.

Workers' Compensation Insurance meeting the statutory requirements of the jurisdiction where the work will be performed for employees and or volunteers, including Employer's Liability coverage with minimum limits of \$1,000,000 each accident or disease.

Longshore & Harbor Workers' Compensation Act Endorsement (work performed on or over navigable waterways) to cover contractor's employees for wages, transportation, maintenance and cure, in accordance with applicable laws.

Maritime Coverage Endorsement (Jones Act) for work upon navigable waterways and barges, tug boats, and all other vessels on the ocean and all intracoastal rivers and canals, covering drivers, divers, and underwater personnel, seamen, masters and members of a crew, providing remedy for damage or injury, in accordance with applicable laws.

Commercial Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence covering contractor against claims for bodily injury and property damage arising out of the ownership, maintenance or use of any owned, hired, or non-owned motor vehicle. MTA shall be added as an additional insured on the policy.

MCS-90 Endorsement for work involving the transportation or disposal of any hazardous material or waste off of the jobsite. If the MCS-90 Endorsement is required, minimum auto liability limits of \$5,000,000 per occurrence are also required.

Railroad Protective Liability Insurance (hereinafter "RRPL") issued to MTA as the Named Insured with minimum limits of \$2,000,000 per occurrence, \$6,000,000 in the aggregate and covering the liability of all Permitted Parties or The Contractor. Coverage is for work to be performed within fifty (50) feet (on, above, adjacent to or underneath) of MTA's railroad property for any personal injuries or deaths or any damage to the property, equipment and facilities caused by the activities of any Permitted Party or The Contractor resulting from performance of the work which is the subject of this Permit / Contract.

This insurance is available through MTA with a separate application through MTA's Blanket Rail Road Protective Liability Insurance Program. This program is not an Owner Controlled Insurance Program coverage. If the Contractor chooses to purchase this insurance through the standard insurance market, a copy of the original policy must be forwarded to MTA for review prior to construction.

Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate to cover liability resulting from any error or omission in the performance of professional services under this contract. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

Contractor's Pollution Liability Insurance with minimum limits of \$5,000,000 per occurrence for work involving environmentally regulated substances or hazardous material exposures, including but not limited to handling, transporting or disposing of any hazardous substances and/or environmentally regulated materials and any sudden and/or non-sudden pollution or impairment of the environment, including cleanup costs and defense. This insurance may be supplied by the subcontractor performing the work if the Contractor is not performing any of the relevant work and providing that MTA and the Contractor are named as additional insureds on the subcontractor's policy. In the event the Contractor or its subcontractor transports hazardous substances or any other environmentally regulated substance that requires a governmentally regulated manifest, the MCS-90 Endorsements shall be attached to the Contractor's (or subcontractor's) auto liability policy.

All Builder's Risk Insurance: To include fire, extended coverage, vandalism, and malicious mischief, flood, and earthquake. This policy is to be written to completed value plus ten (10) percent of the contract price. The policy shall include the Administration as a name insured as their interest may appear.

- [] **Pollution Legal Liability Insurance** (Non-Owned Disposal Site Coverage) with minimum limits of \$5,000,000 per occurrence. Coverage may be maintained in one of the following ways:
- A standalone policy;
 - Non-Owned Disposal Site Endorsement on Contractor's Pollution Liability policy naming MTA as an additional insured; or
 - Contractor may designate the disposal site and provide a COI from the disposal facility naming Contractor and MTA as additional insureds.

[] **Property Insurance (including flood and earthquake, if warranted) for all-risk coverage including terrorism, physical destruction and theft for any MTA machinery or equipment in the Contractor's / Vendor's care, custody or control with limits not less than the full replacement cost of the damaged or stolen property.**

[] **Inland Marine Insurance** with minimum limits to cover full property values of property in transit for the purposes of the MTA Metro Rail Car Purchase Agreement and Maintenance and Installation of ATC Systems. This insurance shall be all risk coverage written on replacement basis to remain in force until such time MTA accepts railcar purchase as final and ATC project is fully complete. Coverage is to include property in transit and property in the custody of Contractor/Vendor.

[X] **Excess/Umbrella Liability** with limits no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Where applicable, the contractor shall obtain and keep in effect during the term of the contract, Umbrella or Excess Liability Insurance covering their liability over the limit for primary general liability, automobile liability, and employer's liability.

3.4.2 Insurance Company Qualifications

3.4.2.1 The insurance required in this Article of this contract must be issued by companies that are:

- A. Acceptable to the MTA
- B. Licensed to do business in the State of Maryland.

3.4.3 Policy Requirements

3.4.3.1 The recommended Contractor awardee shall deliver to the MTA representative within 10 days of notification of proposed contract award an accurate and true Certificates of Insurance that show that:

3.4.3.2 The Contractor has procured coverage stated in this Article of this contract.

3.4.3.3 The Maryland Department of Transportation, the State of Maryland and the MTA has been named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the contractor.

3.4.3.4 Coverage afforded for the benefit of the additional insureds shall be primary and non-contributory.

3.4.3.5 Commercial General Liability, Auto Liability, and Workers Compensation- Waiver of subrogation shall be issued in favor of the additional insureds.

3.4.3.6 The policies will not be canceled, terminated or modified without 30 days prior written notice to the Administration. Certificates of Insurance are acceptable in lieu of true copies of the policies if the policy writer notes on the Certificate, or through attachment to the Certificate, all policy exclusions.

3.4.3.7 The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.7 Security Requirements

3.7.1 Employee Identification

- A. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises and while performing service delivery functions. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

3.7.2 Security Clearance / Criminal Background Check

- A. A criminal background check for any Contractor Personnel providing MDOT MTA Mobility Services shall be completed prior to each Contractor Personnel providing any services under the Contract.
- B. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.
- C. Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- D. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:

- 1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - 2) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - 3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - 4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - 5) §§ 9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - 6) a crime of violence as defined in CL § 14-101(a).
- E. Contractor Personnel with access to systems supporting the State or to State data who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under the Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- F. A particular on-site location covered by the Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

3.7.3 On-Site Security Requirement(s)

- A. For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
- 1) Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.
 - 2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) brought onto the site, and to submit to a physical search of his or her person. Therefore, Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- B. Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.

- C. Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

3.7.4 Information Technology

- A. Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- B. The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.
- C. The Contractor shall:
 - 1) Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);
 - 2) Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and
 - 3) The Contractor, and Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.7.5 Data Protection and Controls

- A. Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the Contractor shall implement and maintain the following controls at all times throughout the Term of the Contract (the Contractor may augment this list with additional controls):
 - 1) Establish separate production, test, and training environments for systems supporting the services provided under the Contract and ensure that production data is not replicated in test or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor shall ensure the appropriate separation of production and

non-production environments by applying the data protection and control requirements listed in **Section 3.7.5**.

- 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <https://public.cyber.mil/stigs/>, or similar industry best practices to reduce the systems' surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor's system configuration files.
- 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization Security Measures.
- 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data.
- 5) For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
- 6) Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2:
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- 7) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology's Information Security Policy.
- 8) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under the Contract.
- 9) Ensure system and network environments are separated by properly configured and updated firewalls.
- 10) Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
- 11) By default "deny all" and only allow access by exception.
- 12) Review, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and

ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.

- 13) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect the Contractor's policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.
- 14) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information Security Policy (<https://doit.maryland.gov/policies/Pages/default.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- 15) Ensure State data is not processed, transferred, or stored outside of the United States ("U.S."). The Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the Contractor shall not allow Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its Contractor Personnel to access State data remotely only as required to provide technical support.
- 16) Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor -owned equipment to a State LAN/WAN.
- 17) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- 18) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of

vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

3.7.6 Security Plan

- A. The Contractor shall protect State data according to a written security policy (“Security Plan”) no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
- B. The Security Plan shall detail the steps and processes employed by the Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the Contract.

3.7.7 Security Incident Response

- A. The Contractor shall notify the Department in accordance with **Section 3.7.9A-D** when any Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
 - 1) notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Monitor, Department chief information officer and Department chief information security officer;
 - 2) notify the Department within two (2) hours if there is a threat to Contractor’s Solution as it pertains to the use, disclosure, and security of State data; and
 - 3) provide written notice to the Department within one (1) Business Day after Contractor’s discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
- B. Contractor’s notice shall identify:
 - 1) the nature of the unauthorized use or disclosure;
 - 2) the State data used or disclosed,
 - 3) who made the unauthorized use or received the unauthorized disclosure;
 - 4) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - 5) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - 6) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all

such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.7.8 Data Breach Responsibilities

- A. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
- 1) Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
 - 2) Cooperate with the State to investigate and resolve the data breach;
 - 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
 - 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the Contractor's breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to the Contract's limitation of liability.

3.7.9 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.

3.7.10 Provisions in **Sections 3.7.1 – 3.7.9** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections 3.7.4 – 3.7.9** (or the substance thereof) in all subcontracts.

3.8 Problem Escalation Procedure

3.8.1 The Contractor must provide and maintain a **Problem Escalation Procedure (PEP) (CDRL 0002)** for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

3.8.2 The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.

3.8.3 The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- A. The process for establishing the existence of a problem;

- B. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
 - C. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
 - D. Expedited escalation procedures and any circumstances that would trigger expediting them;
 - E. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
 - F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
 - G. A process for updating and notifying the Contract Monitor of any changes to the PEP.
- 3.8.4** Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.9 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is not a Contractor requirement for this Contract.

3.10 Experience and Personnel

3.10.1 Preferred Offeror Experience

The following experience is expected and will be evaluated as part of the Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**). Offerors not possessing this experience will be technically ranked lower:

- A. The Offeror shall have demonstrated relevant experience with paratransit industry services and applications including all maintenance functions. Experience must be commensurate with the capacity to manage and operate at least 150 paratransit vehicles. As examples, the Offeror shall provide with its Technical Proposal a written description of at least three (3) projects (contracts) similar in size, scope, and complexity to the requirements outlined in the Scope of Work of this RFP. Examples may include on-going contracts or contracts which have been completed within the last five (5) years.
- B. The description for each project shall include the following:
 - 1) Name and location of the contracting organization
 - 2) Information about the contracting organization including but not limited to number of vehicles, ridership, etc.
 - 3) Brief description of how the project is relevant to this Scope of Work
 - 4) Responsibility of your organization
 - 5) Total cost of the project
 - 6) Dates of Notice to Proceed and start of services
 - 7) Description of all services provided

- 8) The name, address, telephone number and email address of a person knowledgeable of the firm's work on the project. The references must be current, as not being able to be reached by the evaluation committee will result in no reference.
- C. If an Offeror is proposing as a partnership or joint venture, the same relevant experience, descriptive examples, and professional references are required as outlined in **Sections A and B** above.
- D. If an Offeror is proposing the use of subcontractors, the Offeror shall demonstrate that the proposed subcontractor has at least five (5) years of specialized experience and technical competence related to the portion of work they will be responsible for. The Offeror shall provide with its Technical Proposal the following for each sub-firm on the Proposer's team:
- 1) Brief description of how the recent project is relevant to this Scope of Work
 - 2) Responsibility of the proposed subcontractors identifying only the work completed by the proposed parties
 - 3) At least two (2) customer references to demonstrate that similar and relevant work has been performed successfully in the past. Include the reference's (organization) name and address, and the name address and email address of a current employee who is familiar with the subcontractor's work. Combined references should cover work spanning all service expertise identified in the Scope of Work.
 - 4) Provide a primary-subcontractor organizational structure detailing the relationships and chain of command for the proposed project team. Identify which subcontractors are Minority Business Enterprises (MBEs) that are being used to meet the MBE goals of this solicitation.
 - 5) If during the Contract Term, a subcontractor needs to be added, the request will go to the Contract Monitor with all the same information required. The Contract Monitor will notify the Procurement Officer of the addition/change for licensing in the State and State Tax verification. If the subcontractor is one required to meet the MBE goals, the Prime Contractor shall also contact the MDOT MTA Office of Equal Opportunity.
- E. The Offeror shall demonstrate financial stability and responsible business practices for all organizations proposed as part of this proposal (including their own organization). The Offeror shall provide the following to demonstrate corporate health:
- 1) Identify the business name, business address, telephone number and Chief Executive Officer for each organization on the Offeror's Team as follows:
 - a. For Sole Proprietorship and Limited Liability Companies, list the names and addresses of the owners
 - b. For Partnerships, list the names and addresses of the partners
 - c. For Corporations, list the names of officers and directors and state of incorporation
 - d. For Joint Ventures, list the names and addresses of each member of the joint venture and if any member is a corporation or partnership, list the same information required for Corporations and Partnerships

- 2) How many years each of the organizations that make up the proposed team been in business?
- 3) Provide the last full fiscal year independent auditor's or accountant's financial statement.
- 4) Provide each firm's current mobility paratransit service provider portfolio
- 5) Have any organizations on the proposed team, or any officer or partner thereof, failed to complete a contract according to the original contract schedule within the past five (5) years? If so, provide details.
- 6) Have any organizations in the proposed team been involved in any litigation related to the delivery of mobility paratransit services within the past five (5) years? If so, provide the details.
- 7) Have any organizations in the proposed team had a claim made against a performance bond? If so, provide the details.

3.10.2 Personnel Experience

The following experience is expected and will be evaluated as part of the Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**). Offerors proposing personnel not possessing this experience will be ranked technically lower:

- A. The Offeror shall propose the following responsible and experienced individuals to serve as Key Staff as specified in **Appendix 3 Mobility Service Provider Scope of Work, Section 3.8**:
 - 1) General Manager
 - 2) Maintenance Manager(s)
 - 3) Operations Manager
 - 4) Information Technology and Communications Manager
 - 5) QA/QC Manager
 - 6) Training Manager
 - 7) Safety Manager
 - 8) Customer Service Manager
- B. For each of the Key Staff positions above, provide a biography, which should include, at a minimum, the following information:
 - 1) A detailed description of the relevant qualifications and experience of each of the individuals identified above.
 - 2) Information about the Key Staff personnel's current projects or to which the Key Staff is currently committed, including:
 - a. Name and address of the customer
 - b. Contract price
 - c. Kind of product and/or service being provided
 - d. Location of work; and

- e. Percent complete and expected completion date
- 3) The Key Staff's role in the project
- 4) Two (2) current references from the most current projects including company name, current contact person, address, email address, and phone number.

3.10.3 Contractor Personnel Maintain Certifications

Any Contractor Personnel provided under this RFP shall maintain in good standing any required professional certifications for the duration of the Contract.

3.11 Substitution of Personnel

3.11.1 Continuous Performance of Key Personnel

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor.
- C. The provisions of this section apply to Key Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

3.11.2 Definitions

For the purposes of this section, the following definitions apply:

- A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

3.11.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 3.11.4**.

- A. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - 1) A detailed explanation of the reason(s) for the substitution request;

- 2) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
 - 3) The official resume of the current personnel for comparison purposes; and
 - 4) Evidence of any required credentials.
- C. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

3.11.4 Replacement Circumstances

A. Directed Personnel Replacement

- 1) The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **3.11.4.A.2**.
- 2) If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
- 3) Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
- 4) Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
- 5) If the Contract Monitor determines to direct substitution under **3.11.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

- 6) In circumstances of directed removal, the Contractor shall, in accordance with paragraph **3.11.4.A.1** of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

- 1) To replace any Key Personnel in a circumstance other than as described in **3.11.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 3.11.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.
- 2) Key Personnel Replacement Due to Sudden Vacancy
 - a) The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 3.11.4.B.1**.
 - b) Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 3.11.3** within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.
- 3) Key Personnel Replacement Due to an Indeterminate Absence
 - a) If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 3.11.3**.
 - b) However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor the Contract Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

3.11.5 Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the

State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

3.12 Minority Business Enterprise (MBE) Reports

If this solicitation includes an MBE Goal (see **Section 4.26**), the Contractor shall:

- A. Submit the following reports by the 10th of each month to the Contract Monitor and the Department's MBE Liaison Officer:
 - A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment MDOT MBE Form F) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - 1) (If Applicable) An MBE Prime Contractor Report (Attachment MDOT MBE Form G) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
 - B. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment MDOT MBE Form H**) by the 10th of each month to the Contract Monitor and the MDOT MTA's MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
 - C. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
 - D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
 - E. Upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

3.13 Veteran Small Business Enterprise (VSBE) Reports

If this solicitation includes a VSBE Goal (see **Section 4.27**), the Contractor shall:

- A. Submit the following reports by the 10th of the month following the reporting period to the Contract Monitor and the Department VSBE representative:
 - 1) VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report (Attachment E-3) listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - 2) **Attachment E-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.

- B. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly by the 10th of the month following the reporting period to the Contract Monitor and Department VSBE representative a report that identifies the prime contract and lists all payments received from Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amount of those invoices (**Attachment E-4**).
- C. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the Contract.
- E. At the option of the Department, upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

3.14 Work Orders

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.15 Additional Clauses

3.15.1 No-Cost Extensions

In accordance with BPW Advisory 1995-1 item 7.b, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

4 Procurement Instructions

4.1 Pre-Proposal Conference

- 4.1.1 A Pre-Proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals. If the solicitation includes an MBE goal, failure to attend the Conference will be taken into consideration as part of the evaluation of an offeror's good faith efforts if there is a waiver request.
- 4.1.3 It is highly recommended that ALL Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the requirements of the contract and the MBE Goal.
- 4.1.4 MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.
- 4.1.5 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see **Section 4.2.1 eMMA**).
- 4.1.6 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.

Those wishing to attend the web conference may request a meeting invitation by emailing Heather Martin at hmartin@mdot.maryland.gov no later than 2:00 PM on August 16, 2021. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the Procurement Officer will reply with the MS Teams information or call information.

4.2 eMaryland Marketplace Advantage (eMMA)

- 4.2.1 eMMA is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.3 Questions

- 4.3.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (MOL-21-059-SR - Mobility Paratransit Operations and Maintenance Services), and shall be submitted in writing via e-mail to the Procurement Officer no later than the date and time specified the Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.
- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMMA.

- 4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.4 Procurement Method

Contracts will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

4.5 Proposal Due (Closing) Date and Time

- 4.5.1 Proposals, in the number and form set forth in **Section 5 Proposal Format**, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2 Requests for extension of this date or time shall not be granted.
- 4.5.3 Offerors submitting Proposals should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.5.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.5.5 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.
- 4.5.6 Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.
- 4.5.7 Potential Offerors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted.

4.7 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

4.8 Public Information Act Notice

- 4.8.1 The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (See also RFP **Section 5.3.2.B** “Claim of Confidentiality”). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

- 4.8.2** Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

4.9 Award Basis

Contracts shall be awarded to the responsible Offerors submitting the Proposals that have been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP **Section 6** for further award information.

4.10 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.11 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 120 days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.12 Revisions to the RFP

- 4.12.1** If the RFP is revised before the due date for Proposals, the Department shall post any addenda to the RFP on eMMA and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- 4.12.2** Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 4.12.3** Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.12.4** Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.12.5** Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.13 Cancellations

- 4.13.1** The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor

irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.

- 4.13.2** The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.13.3** In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.13.4** If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.14 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

4.15 Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

4.16 Offeror Responsibilities

- 4.16.1** Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.
- 4.16.2** All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP (see **Section 4.26** "Minority Participation Goal" and **Section 4.27** "VSBE Goal").
- 4.16.3** If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.16.4** A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.17 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Attachment M**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Department reserves the right to accept or reject any exceptions.**

4.18 Proposal Affidavit

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP.

4.19 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment N** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

4.20 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

4.21 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.22 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

4.22.1 In connection with a procurement contract a person may not willfully:

A. Falsify, conceal, or suppress a material fact by any scheme or device.

- B. Make a false or fraudulent statement or representation of a material fact.
 - C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- 4.22.2** A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.
- 4.22.3** A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

4.23 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

- 4.23.1** Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 4.23.2** Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:
http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

4.24 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Pay Requirements" (see **Attachment M**). Additional information is available on GOSBA's website at:
<http://www.gomdsmbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

4.25 Electronic Procurements Authorized

- 4.25.1** Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.25.2** Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.

- 4.25.3 “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.
- 4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:
- A. The Procurement Officer may conduct the procurement using eMMA or e-mail to issue:
 - 1) The RFP;
 - 2) Any amendments and requests for best and final offers;
 - 3) Pre-Proposal conference documents;
 - 4) Questions and responses;
 - 5) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
 - 6) Notices of award selection or non-selection; and
 - 7) The Procurement Officer’s decision on any Proposal protest or Contract claim.
 - B. The Offeror or potential Offeror may use eMMA or e-mail to:
 - 1) Ask questions regarding the solicitation;
 - 2) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or through eMMA, but only on the terms specifically approved and directed by the Procurement Officer and;
 - C. Filing of Contract claims;
 - 1) Submit a "No Proposal Response" to the RFP.
 - D. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Monitor.
- 4.25.5 The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:
- A. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
 - B. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

- 4.25.6 Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

4.26 MBE Participation Goal

4.26.1 Establishment of Goal and Subgoals

An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any, has been established for this procurement.

Notwithstanding any subgoals established for this IFB, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

By submitting a response to this solicitation, the Bidder acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.

A Bidder that does not commit to meeting the entire MBE participation goal outlined in this Section 4.26 must submit a request for waiver with its bid submission that is supported by good faith efforts documentation to meet the MBE goal made prior to submission of its Bid as outlined in Attachment MDOT MBE Form E, Good Faiths Guidance and Documentation. Failure of a Bidder to properly complete, sign, and submit Attachment MDOT MBE Form E at the time it submits its Bid(s) to the IFB will result in the State's rejection of the Bidder's Bid for the applicable Service Category. This failure is not curable.

4.26.2 Attachments.

- E. MDOT MBE Forms A - H – The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders:
1. Attachment MDOT MBE Form A- MBE Utilization and Fair Solicitation Affidavit (must be submitted with Bid)
 2. Attachment MDOT MBE Form B- MBE Participation Schedule (must be submitted with Bid)
 3. Attachment MDOT MBE Form C- Outreach Efforts Compliance Statement
 4. Attachment MDOT MBE Form D- MBE Subcontractor Project Participation Affidavit
 5. Attachment MDOT MBE/DBE Form E- Good Faiths Guidance and Documentation
 6. Attachment MDOT Form F- Prime Contractor Paid/Unpaid MBE Invoice Report
 7. Attachment MDOT Form G- MBE Prime Contractor Report
 8. Attachment MDOT Form H- Subcontractor Paid/Unpaid MBE Invoice Report
- F. The Bidder shall include with its Bid a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment MDOT MBE Form A**) whereby:

1. The Bidder acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
2. The Bidder responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid submission. The Bidder shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
3. The Bidder requesting a waiver should review **Attachment MDOT MBE Form E** (Good Faiths Guidance and Documentation) prior to submitting its request.

An Bidder must properly complete and submit a separate Attachment MDOT MBE Form A, MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule, for EACH Service Category (I and II) for which it is submitting a Bid. If an Bidder is submitting a Bid for each of Service Categories I and II, the Bidder must submit two separate Attachment MDOT MBE Form A, one for each of the two Service Categories.

If the Bidder fails to submit a completed Attachments MDOT MBE Forms A and B with the Bid as required, the Procurement Officer shall determine that the Bid is not reasonably susceptible of being selected for award.

- 4.26.3 Bidders are responsible for verifying that each MBE (including any MBE prime and MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in **Attachment MDOT MBE Form B** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.
- 4.26.4 Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder must provide the following documentation to the Procurement Officer.
 - G. Outreach Efforts Compliance Statement (**Attachment MDOT MBE Form C**);
 - H. MBE Subcontractor/Prime Project Participation Certification (**Attachment MDOT MBE Form D**); and
 - I. Any other documentation required by the Procurement Officer to ascertain Bidder responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
 - J. Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

- 4.26.5** A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**
- 4.26.6** The Bidder that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**Attachment MDOT MBE/DBE Form E**) and all documentation within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- 4.26.7** All documents, including the MBE Utilization and Fair Solicitation Affidavit (**Attachment MDOT MBE Form A**) and MBE Participation Schedule (**Attachment MDOT MBE Form B**), completed and submitted by the Bidder in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid for order of precedence purposes (see Contract – **Attachment M, Section 2.1**).
- 4.26.8** The Bidder is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract – **Attachment M, Liquidated Damages for MBE, Section 39**).
- 4.26.9** As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (**Attachment MDOT MBE Form B**) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors [see Section 4B of the MBE Participation Schedule (**Attachment MDOT MBE Form B**)] used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE subgoal classifications but can self-perform up to 100% of the stated subgoal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Refer to MBE forms (**Attachment MDOT MBE Form D**) for additional information.

4.27 VSBE Goal

4.27.1 Purpose

- A. The Contractor shall structure its procedures for the performance of the work required in the Contract to attempt to achieve the VSBE participation goal stated in this solicitation. VSBE performance must be in accordance with this section and **Attachment E**, as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and **Attachment E**.
- B. A certified Veteran-Owned Small Business Enterprises (VSBE) must be verified by the State Department of Veterans Affairs or US Department of Veteran's Affairs [Vets First Verification Program](#) (VetBiz) and registered as a VSBE on the State's eProcurement platform, eMaryland Marketplace Advantage (eMMA). The listing of VSBEs is available through the "Vendor Search" on [eMMA](#).

4.27.2 VSBE Goal

- A. A VSBE participation goal of the total Contract dollar amount has been established for this procurement as identified in the Key Information Summary Sheet.
- B. By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the Contract will be performed by verified veteran-owned small business enterprises.

4.27.3 Solicitation and Contract Formation

- A. In accordance with COMAR 21.11.13.05 C (1), this solicitation requires Offerors to:
 - 1) Identify specific work categories within the scope of the procurement appropriate for subcontracting;
 - 2) Solicit VSBEs before Proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts;
 - 3) Attempt to make personal contact with the VSBEs solicited and to document these attempts;
 - 4) Assist VSBEs to fulfill, or to seek waiver of, bonding requirements; and
 - 5) Attempt to attend Pre-Proposal Conference or other meetings the procurement agency schedules to publicize contracting opportunities to VSBEs.
- B. The Offeror must include with its Proposal a completed VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule (**Attachment E-1**) whereby the Offeror:
 - 1) Acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal; and
 - 2) Responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Proposal submission. The Offeror shall specify the percentage of contract value associated with each VSBE prime/subcontractor identified on the VSBE Participation Schedule.

- C. As set forth in COMAR 21.11.13.05.B(2), when a verified VSBE firm participates on a Contract as a Prime Contractor, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the VSBE Prime Contractor performs with its own work force towards meeting up to one hundred percent (100%) of the VSBE goal.
- D. In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor Participation Schedule (**Attachment E-1**) and include information regarding the work it will self-perform. For any remaining portion of the VSBE goal that is not to be performed by the VSBE Prime, the VSBE Prime must also identify verified VSBE subcontractors used to meet the remainder of the goal.
- E. Within 10 Business Days from notification that it is the apparent awardee, the awardee must provide the following documentation to the Procurement Officer:
 - 1) VSBE Project Participation Statement (**Attachment E-2**);
 - 2) If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
 - 3) Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not reasonably susceptible of being selected for award.

4.28 Living Wage Requirements

- A. Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Maryland Department of Labor requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- B. If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- C. Additional information regarding the State's living wage requirement is contained in **Attachment F**. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Proposals. If the Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.
- D. Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a

Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State.

- 1) The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, the Contract will be determined to be a Tier 1 Contract.
 - 2) The Contract will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Offeror must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.
 - 3) If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
 - 4) If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- E. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.
- F. The Offeror shall identify in the Proposal the location from which services will be provided.
- G. **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change or a change in the State minimum wage.

4.29 Federal Funding Acknowledgement

This Contract does not contain federal funds.

4.30 Conflict of Interest Affidavit and Disclosure

- 4.30.1** The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with its Proposal.
- 4.30.2** By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 4.30.3** Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 4.30.4** Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award

made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

4.31 Non-Disclosure Agreement

4.31.1 Non-Disclosure Agreement (Offeror)

This is inapplicable for this Contract.

4.31.2 Non-Disclosure Agreement (Contractor)

All Offerors are advised that this solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the Proposal.

4.32 HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

4.33 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

4.34 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

4.35 Location of the Performance of Services Disclosure

The Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment L**. The Disclosure must be provided with the Proposal.

4.36 Department of Human Services (DHS) Hiring Agreement

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a DHS Hiring Agreement. A copy of this Agreement is included as **Attachment O**. This Agreement must be provided within five (5) Business Days of notification of recommended award.

4.37 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

4.38 Bonds

4.38.1 Proposal Bond (CDRL 0003)

- A. Each Offeror must submit with its Proposal a Proposal Bond or other suitable security, as summarized in **4.38.4**, in the amount of five percent (5%) of the Total Evaluated Price, guaranteeing the availability of the goods and services at the offered price for 180 days after the due date for receipt of Proposals.
- B. The bond shall be in the form provided in **Appendix 4**.
- C. The Offeror may request a release of the bond after the date of the award in return for a release signed by the Contractor and accepted by the Department.
- D. The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item.

4.38.2 Performance Bond (CDRL 0004)

- A. The successful Offeror shall deliver a Performance Bond, or other suitable security, to the State after notification of recommended award.
- B. The successful Offeror must submit a Performance Bond, or other suitable security in the amount of 10% of the Total Contract Amount, guaranteeing that the Contractor shall well and truly perform the Contract.
- C. The Performance Bond shall be in the form provided in **Appendix 5** and underwritten by a surety company authorized to do business in the State and shall be subject to approval by the State, or other acceptable security for bond as described in COMAR 21.06.07, as summarized in **4.38.4**.
- D. The Performance Bond shall be maintained throughout the term of the Contract, and renewal option period(s), if exercised. Evidence of renewal of the Performance Bond and payment of the required premium shall be provided to the State.
- E. The Performance Bond may be renewable annually. The Contractor shall provide to the State, 30 days before the annual expiration of the bond, confirmation from the surety that the bond will be renewed for the following year. Failure to timely provide this notice shall constitute an event of default under the Contract. Such a default may be remedied if the Contractor obtains a replacement bond that conforms to the requirements of the Contract and provides that replacement bond to the State prior to the expiration of the existing Performance Bond.
- F. The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item.
- G. After the first year of the Contract, the Contractor may request a reduction in the amount of the Performance Bond. The amount and the duration of the reduction, if any, will be at the Department's sole discretion. If any reduction is granted, the Department's shall have the right to increase the amount of the Performance Bond to any amount, up to the original amount, at any time and at the Department's sole discretion.

4.38.3 Acceptable security

Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07:

- A. Acceptable security for Proposal, performance, and payment bonds is limited to:
 - 1) A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;

- 2) A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;
- 3) Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;
- 4) An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer.

4.38.4 Surety Bond Assistance Program

Assistance in obtaining bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid, performance or payment bonds up to \$750,000. MSBDFA may also guarantee up to 90% of a surety's losses as a result of a Contractor's breach of Contract; MSBDFA exposure on any bond guaranteed may not, however, exceed \$900,000. Bonds issued directly by the program will remain in effect for the duration of the Contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the Contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety on both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state's tax base. Applicants are required to work through their respective bonding agents in applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Commerce
Maryland Small Business Development Financing Authority
MMG Ventures
826 E. Baltimore Street
Baltimore, Maryland 21202
Phone: (410) 333-4270
Fax: (410) 333-2552

4.39 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dllr.maryland.gov/paidleave/>.

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5 Proposal Format

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes (or envelopes):

- Volume I – Technical Proposal
- Volume II – Financial Proposal

5.2 Proposal Delivery and Packaging

5.2.1 Proposals delivered by facsimile, hand delivered, or e-mail shall not be considered.

5.2.2 Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.

5.2.3 Offerors shall submit Proposals online via eMaryland Marketplace Advantage (eMMA) as described below to the weblink provided in the Key Information Summary Sheet.

Instructions on how to submit proposals electronically can be found at:

<https://procurement.maryland.gov/wp-content/uploads/sites/12/2019/08/5-eMMA-QRG-Responding-to-Solicitations-Double-Envelope-v2.pdf>

5.2.4

5.2.5 The Procurement Officer must receive all Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

5.2.6 Offerors shall provide their Proposals in two separately sealed and labeled packages as follows:

A. Volume I - Technical Proposal consisting of:

- 1) One (1) original electronic version of the executed Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
- 2) The Technical Proposal in searchable Adobe PDF format, and
- 3) A second searchable Adobe PDF copy of the Technical Proposal with confidential and proprietary information redacted (see **Section 4.8**).

B. Volume II - Financial Proposal consisting of:

- 1) One (1) original electronic executed Financial Proposal and all supporting material in Microsoft Word and/or MS Excel, version 2007 or greater,
- 2) An electronic version of the Financial Proposal in searchable Adobe PDF format, and an electronic version of the Financial Proposal in Excel format.
- 3) A second searchable Adobe pdf copy of the Financial Proposal, with confidential and proprietary information redacted (see **Section 4.8**).

5.3 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

- 5.3.1** In addition to the instructions below, responses in the Offeror’s Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., “Section 2.2.1 Response . . .; “Section 2.2.2 Response . . .”). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).
- 5.3.2** The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:
- A. Title Page and Table of Contents (Submit under TAB A)
- The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.
- B. Claim of Confidentiality (If applicable, submit under TAB A-1)
- Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see **Section 4.8 “Public Information Act Notice”**). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.
- C. Offeror Information Sheet and Transmittal Letter (Submit under TAB B)
- The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the Technical Proposal. The purpose of the Transmittal Letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP.
- D. Executive Summary (Submit under TAB C)
- The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.”
- In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see **Section 4.16 “Offeror Responsibilities”**).
- The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment M**), or any other exhibits or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. **Exceptions to terms and conditions, including requirements, may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**
- E. Minimum Qualifications Documentation (Submit under TAB D)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP **Section 1**. If references are required in **RFP Section 1**, those references shall be submitted in this section and shall contain the information described in both **Section 1** and **Section 5.3.2.I**.

- F. Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)
- 1) The Offeror shall address each RFP requirement and Mobility Service Provider Scope of Work (RFP **Section 2, Section 3 and Appendix 3**) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in **Section 2, Section 3 and Appendix 3** in order, and shall contain a cross reference to the requirement.
 - 2) Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
 - 3) The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP **Section 2, Contractor Requirements: Scope of Work and Appendix 3 Mobility Service Provider Scope of Work**. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
 - 4) Implementation Schedule - Offeror shall provide the proposed implementation schedule with its Proposal.
 - 5) The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.
 - 6) The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in **Section 3.8**.
 - 7) The Offeror shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the Contract Deliverables Requirements List (CDRL) table in **Appendix 3, Section 15**. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.

8) Non-Compete Clause Prohibition:

The Department seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents filling the positions set forth in **Appendix 3 Mobility Service Provider Scope of Work, Section 3 Personnel Requirements** working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

G. Experience and Qualifications of Proposed Staff (Submit under TAB F)

As part of the evaluation of the Proposal for this RFP, Offerors shall propose key personnel and shall provide a draft staffing plan that meets the requirements detailed in **Appendix 3, Section 3 Personnel Requirements**. All other planned positions shall be described generally in the Staffing Plan and may not be used as evidence of fulfilling company or personnel minimum qualifications.

The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract including information in support of the Personnel Experience criteria in **Section 3.10.2**. Specifically, the Offeror shall:

- 1) Describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- 2) Include individual resumes for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.
- 3) Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). Offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days After Contract Execution in **Section 3.11.5**).
- 4) Provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.
- 5) If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.

H. Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in **Section 3.10.1**. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- 1) The number of years the Offeror has provided the similar goods and services;
- 2) The number of clients/customers and geographic locations that the Offeror currently serves;
- 3) The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract;
- 4) The Offeror's process for resolving billing errors; and
- 5) An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

I. References (Submit under TAB H)

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the goods and services specified in this RFP. References used to meet any Minimum Qualifications (see RFP **Section 1**) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided goods and services within the past five (5) years and shall include the following information:

- 1) Name of client organization;
- 2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- 3) Value, type, duration, and description of goods and services provided.

The Department reserves the right to request additional references or utilize references not provided by the Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

J. List of Current or Prior State Contracts (Submit under TAB I)

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- 1) The State contracting entity;
- 2) A brief description of the goods and services provided;
- 3) The dollar value of the contract;
- 4) The term of the contract;
- 5) The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and

- 6) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

K. Financial Capability (Submit under TAB J)

The Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

- 1) Dun & Bradstreet Rating;
- 2) Standard and Poor's Rating;
- 3) Lines of credit;
- 4) Evidence of a successful financial track record; and
- 5) Evidence of adequate working capital.

L. Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in **Section 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

M. Subcontractors (Submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.

N. Legal Action Summary (Submit under TAB M)

This summary shall include:

- 1) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- 2) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;

- 3) A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
- 4) In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

O. Economic Benefit Factors (Submit under TAB N)

- 1) The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of the Contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. The economic benefit offered should be consistent with the Offeror's Total Proposal Price from **Attachment B**, the Financial Proposal Form. See COMAR 21.05.03.03A (3).
- 2) Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
- 3) Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.
- 4) As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
- 5) In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:
 - a) generic statements that the State will benefit from the Offeror's superior performance under the Contract;
 - b) descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
 - c) tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
- 6) Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded the Contract.
- 7) Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
 - a) The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. **Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;**

- b) The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly;
 - c) Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
 - d) Subcontract dollars committed to Maryland small businesses and MBEs; and
 - e) Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.
- P. Technical Proposal - Required Forms and Certifications (Submit under TAB O)
- 1) All forms required for the Technical Proposal are identified in Table 1 of **Section 7 – RFP Attachments and Appendices**. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB O.
 - 2) Offerors shall furnish any and all agreements and terms and conditions the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents, including but not limited to any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement) and any AUP. The State does not agree to terms and conditions not provided in an Offeror's Technical Proposal and no action of the State, including but not limited to the use of any such software, shall be deemed to constitute acceptance of any such terms and conditions. Failure to comply with this section renders any such agreement unenforceable against the State.
 - 3) For each service, hardware or software proposed as furnished by a third-party entity, Offeror must identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an open source license, authorization for the open source shall demonstrate compliance with the open source license.
 - 4) A Letter of Authorization shall be on letterhead or through the provider's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old and must provide the following information:
 - i) Third-party POC name and alternate for verification

- ii) Third-party POC mailing address
- iii) Third-party POC telephone number
- iv) Third-party POC email address
- v) If available, a Re-Seller Identifier

5.4 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in **Attachment B**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the Department.

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6 Evaluation and Selection Process

6.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

6.2.1 Offeror's Technical Response to Requirements and Work Plan (See RFP § 5.3.2.F)

The State prefers the Offeror's Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.2 Experience and Qualifications of Proposed Staff (See RFP § 5.3.2.G)

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP § 5.3.2.H)

6.2.4 Offeror's capabilities of recruiting and retaining appropriate level of staff, with emphasis on recruiting and retaining vehicle operators.

The State prefers the Offeror's technical proposal to illustrate methodologies and practices used to recruit and retain vehicle operators. Proposals should include a comprehensive summary of employee compensation packages and benefits.

6.2.5 Economic Benefit to State of Maryland (See RFP § 5.3.2.O) [[Delete if removed from 5.3.2. Double check the cross reference.]]

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5.2.D**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment B** - Financial Proposal Form.

6.4 Reciprocal Preference

6.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- A. The Maryland resident business is a responsible Offeror;
- B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

6.4.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.5 Selection Procedures

6.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- B. With or without discussions, the State may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

6.5.2 Selection Process Sequence

- A. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**MDOT MBE Forms A and B**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule (**Attachment E-1**) is included and is properly completed, if there is a VSBE goal.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.

- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. **Offerors may only perform limited substitutions of proposed personnel as allowed in Section 3.11 (Substitution of Personnel).**

6.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive equal weight with financial factors.

6.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – RFP Attachments and Appendices**.

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7 RFP ATTACHMENTS AND APPENDICES

Instructions Page

A Proposal submitted by the Offeror must be accompanied by the completed forms and/or affidavits identified as “with Proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this RFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

4. For paper submissions, submit one copy of each with original signatures. All signatures must be clearly visible.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit one copy unless otherwise requested of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 1: RFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before Proposal	A	Pre-Proposal Conference Response Form
Y	With Proposal	B	Financial Proposal Instructions and Form
Y	With Proposal	C	Bid/Proposal Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf)
Y	With Proposal	D	MDOT MBE Forms A and B
Y	10 Business Days after recommended award	D	MDOT MBE Forms C and D Important: Attachment MDOT MBE Form E, if a waiver has been requested, is also required within 10 days of recommended award.
Y	With Proposal	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf) IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment E-1A is to be submitted for each Functional Area or Service Category where there is a VSBE goal.

Applies?	When to Submit	Label	Attachment Name
Y	5 Business Days after recommended award	E	<p>VSBE Forms E-1B, E-2, E-3 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf)</p> <p>Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.</p>
Y	With Proposal	F	<p>Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf)</p>
N	With Proposal	G	<p>Federal Funds Attachments (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf)</p>
Y	With Proposal	H	<p>Conflict of Interest Affidavit and Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)</p>

Y	5 Business Days after recommended award – However, suggested with Proposal	I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf)
N	5 Business Days after recommended award – However, suggested with Proposal	J	HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf)
N	With Proposal	K	Mercury Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf)
Y	With Proposal	L	Location of the Performance of Services Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf)
Y	5 Business Days after recommended award	M	Sample Contract (included in this RFP)
Y	5 Business Days after recommended award	N	Contract Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf)
Y	5 Business Days after recommended award	O	DHS Hiring Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf)

Appendices

Applies?	When to Submit	Label	Attachment Name
Y	N/A	1	Abbreviations and Definitions (included in this RFP)
Y	With Proposal	2	Offeror Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf)
Y	N/A	3	Mobility Service Provider Scope of Work
Y	With Proposal	4	Proposal Bond (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-y-Bid_Proposal-Bond.dotx)

Y	5 Business Days after recommended award	5	Performance Bond (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-z-Performance-Bond.dotx)
Y	N/A	6	Liquidated Damages and Incentives Calculations
Y	N/A	7	Historical Data
Y	N/A	8	COMAR Inspection Criteria
Y	N/A	9	Mobility Fleet Inventory
Y	N/A	10	Public Transportation Agency Safety Plan
Additional Submissions			
Applies?	When to Submit	Label	Document Name
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	As specified in Contract Deliverable Requirements List (Appendix 3, Section 15)		Contract Deliverables Requirements List

Attachment A. Pre-Proposal Conference Response Form

Solicitation Number MOL-21-059-SR

Mobility Paratransit Operations and Maintenance Services

A Pre-Proposal conference will be held on August 18, 2021 at 10:30am through MS Teams.

Please return this form by August 16, 2021 at 2:00pm, advising whether or not your firm plans to attend. The completed form should be returned via e-mail to the Procurement Officer at the contact information below to ensure MS Teams information is provided in time for the meeting:

Heather Martin
MDOT MTA
E-mail: hmartin@mdot.maryland.gov

Please indicate:

_____ Yes, the following representatives will be in attendance.
Attendees **and their email address** (Check the RFP for limits to the number of attendees allowed):

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 4.1 “Pre-Proposal conference”):

Offeror: _____
Offeror Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

Attachment B. Financial Proposal Instructions & Form

B-1 Financial Proposal Instructions

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL Proposal PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03.F, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

Financial Proposal Tab Instructions:

1. General Instructions

- 1.1. Offerors shall only fill out highlighted fields. All other fields are automatically calculated and populated based on inputs from other sections/tabs.
- 1.2. All highlighted fields shall be completed. If you do not wish to enter a value in a particular field, enter '0' for financial inputs or 'N/A' for text inputs.

2. Fully Loaded Labor Rates Tab

- 2.1. Section C - Offeror Option – Other Supervisory Staff
Enter the Description for any 'Other Supervisory Staff' not listed in Section B that you propose to employ under this contract in Lines C1 through C5 under Offeror Option – Other Supervisory Staff.
- 2.2. Section E - Offeror Option – Other Employees/Administrative Staff
Enter the Description for any 'Other Employees/Administrative Staff' that you propose to employ under this contract in lines E1 through E6 under Offeror Option – Other Employees/Administrative Staff.
- 2.3. Hourly Rate Columns – Please enter the **fully loaded** hourly rate for each staff position for Year 1 through Year 7. The fully loaded rate should include all costs associated with the employee including, but not limited to, employee compensation, payroll taxes, benefits, and profit.
- 2.4. Monthly Rate Columns – Please use the fully loaded hourly rates calculate and enter the Monthly rate for each position listed in Section A through E for Year 1 through Year 7
- 2.5. Annual Rate – The Annual Rates will be automatically calculated by multiplying the Monthly Rate by 12.

3. Supplemental Service Tab

- 3.1. **For Financial Proposal purposes only**, MDOT MTA has provided the estimated number of Supplemental Service Trips per Month, estimated Miles per Month, and estimated Minutes per Month.
- 3.2. Enter the Base Trip Cost, Per Mile Cost, and Per Minute Cost in the highlighted cells for Year 1 through Year 7.
- 3.3. The Monthly Costs and Annual Costs will be automatically calculated based on the Base Trip Cost, Per Mile Cost, and Per Minute Cost.

4. Vehicle Tabs (0-50 Vehicles, 51-100 Vehicles, etc.)

- 4.1. Section 1: Fully Loaded Labor
 - 4.1.1. Quantity (QTY) Column
 - 4.1.1.1. The Key Staff 'QTY' Column is prepopulated with the required number of Key Staff. For all other Labor Categories, enter the proposed number of employees for each Labor Category in the QTY column.
 - 4.1.1.2. The corresponding Monthly Cost, Annual Cost and Total, Totals will be automatically calculated and populated based on the QTY input and figures previously entered on the Fully Loaded Labor Rates Tab and Supplemental Service Tab.
 - 4.1.1.3. In the Mobilization Period column, enter the total cost for the Mobilization Period for each Labor Category A1 through A8, B1 through B4, C1 through C6, D1 through D7, E1 through E7.
 - 4.1.1.4. All other cells in this section will be automatically populated based on inputs from the Fully Loaded Labor Rates tabs.
 - 4.1.2. Section 2: Materials and Supplies

- 4.1.2.1. Enter any additional Materials and Supplies not listed in Section 2, F in Section G, Lines G1-G7.
- 4.1.2.2. Enter the Mobilization Period cost for each Line Item in Lines F1 through F8, and G1 through G7.
- 4.1.2.3. Enter the Monthly Cost for each Line Item in Lines F1 through F8, and G1 through G7 for Year 1 through Year 7.
- 4.1.3. Section 3: Facilities
 - 4.1.3.1. Enter the Mobilization Period cost for each Line Item in Lines H1 through H8.
 - 4.1.3.2. Enter the Monthly cost for each item in Lines H1 through H8 for Year 1 through Year 7.
- 4.1.4. Section 4: Insurance and Bonding
 - 4.1.4.1. Enter the Bond Costs for the Mobilization Period and Annual Cost for each Year 1 through Year 7 in Line I1.
 - 4.1.4.2. Enter the Mobilization Period Cost for each item in Lines I2 through I4.
 - 4.1.4.3. Enter the Year 1 through Year 7 Monthly Cost for each item in Lines I2 through I4.
- 4.1.5. Section 5 Itemized Other Costs
 - 4.1.5.1. Enter any Additional Itemized Costs descriptions, that are not listed under Required Itemized Costs in Lines J1 through J6, into Lines K1 through K5.
 - 4.1.5.2. Enter the Mobilization Period Costs and Monthly Costs for Itemized Other Costs lines J1 through J6 and K1 through K5 for Year 1 through Year 7.
- 4.1.6. Section 6: Allowances is prepopulated with fixed values and no input is required.
- 4.1.7. Section 7: Supplemental Service is automatically calculated based on entries in the Supplemental Service Tab and no input is required.

4.1.8.

B-1 Financial Proposal Form

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

See separate Excel Financial Proposal Form labeled MOL21059SR Financial Proposal Form.xls.

Submitted by:

Offeror:

Offeror Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

Attachment C. Proposal Affidavit

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf.

Attachment D. Minority Business Enterprise (MBE) Forms

This solicitation includes a Minority Business Enterprise (MBE) participation goal of 17.5 percent without subgoals.

**MDOT MBE FORM A
STATE-FUNDED CONTRACTS
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 1 OF 2**

THIS AFFIDAVIT MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT THIS AFFIDAVIT AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

In connection with the bid/proposal submitted in response to Solicitation No. _____, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

I have met the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent (_____ %) and the following subgoals, if applicable:
_____ percent (_____ %) for African American-owned MBE firms
_____ percent (_____ %) for Hispanic American-owned MBE firms
_____ percent (_____ %) for Asian American-owned MBE firms
_____ percent (_____ %) for Women-owned MBE firms

I agree that these percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), will be performed by certified MBE firms as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form B (State-Funded Contracts).

OR

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit a written waiver request and all required documentation in accordance with COMAR 21.11.03.11. For a partial waiver request, I agree that certified MBE firms will be used to accomplish the percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form B (State-Funded Contracts).

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving such notice:
(a) Outreach Efforts Compliance Statement (MDOT MBE Form C - State-Funded Contracts);
(b) Subcontractor Project Participation Statement (MDOT MBE Form D - State-Funded Contracts);
(c) If waiver requested, MBE Waiver Request Documentation and Forms (MDOT MBE/DBE Form E – Good Faith Efforts Guidance and Documentation) per COMAR 21.11.03.11; and
(d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/offeree's susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

I acknowledge that if I fail to return each completed document (in 2 (a) through (d)) within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award or that the proposal is not susceptible of being selected for award.

**MDOT MBE FORM A
STATE-FUNDED CONTRACTS
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 2 OF 2**

3. Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

4. Products and Services Provided by MBE firms

I hereby affirm that the MBEs are only providing those products and services for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

page 1 of 3

parts 2 and 3 must be included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit part 2 with the bid/proposal as required, the bid shall be deemed not responsive or the proposal shall be deemed not susceptible of being selected for award.

PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at www.mdot.state.md.us to determine if a firm is certified for the appropriate North American Industry Classification System (“NAICS”) Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a prime or subcontractor is a certified MBE in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm (whether a prime or subcontractor) must be certified for that specific NAICS Code (“MBE” for State-funded projects designation after NAICS Code). **WARNING:** If the firm’s NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm’s Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at mbe@mdot.state.md.us.
4. Complete the Part 2 – MBE Participation Schedule for all certified MBE firms (including primes and subcontractors) being used to achieve the MBE participation goal and subgoals, if any.
5. **MBE Prime Self-Performance.** When a certified MBE firm participates as a prime (independently or as part of a joint venture) on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must be (a) a certified MBE (see 1-3 above) and (b) listed in the Part 2 – MBE Participation Schedule with its certification number, the certification classification under which it will self-perform, and the percentage of the contract that can be counted as MBE self-performance. For the remaining portion of the overall goal and any subgoals, the MBE prime must also list, in the Part 2 – MBE Participation Schedule, other certified MBE firms used to meet those goals or, after making good faith efforts to obtain the participation of additional MBE firms, request a waiver. Note: A dually-certified MBE firm can use its own forces toward fulfilling **ONLY ONE** of the MBE subgoals for which it can be counted.
6. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.
7. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacture, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals:**
 - A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
 - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C **only** if the MBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then **no** MBE participation credit will be given for the supply of these products.

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE
page 2 of 3

- C. For purposes of achieving the MBE participation goal, you may count only the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.
- D. Is the firm certified as a manufacturer (refer to the firm's NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.
8. For each MBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

Example: \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%

9. **WARNING:** The percentage of MBE participation, computed using the percentage amounts determined per Column 3 for all of the MBE firms listed in Part 2, **MUST** at least equal the MBE participation goal and subgoals (if applicable) as set forth in MDOT MBE Form A – State-Funded Contracts for this solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and subgoals (if any).

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE
page 3 of 3

GOAL/SUBGOAL PARTICIPATION WORKSHEET

1. Complete the Part 2 – MBE Participation Schedule for each MBE being used to meet the MBE goal and any subgoals.
2. After completion of the Part 2 – MBE Participation Schedule, you may use the Goal/Subgoal Worksheet to calculate the total MBE participation commitment for the overall goal and any subgoals.
3. **MBE Overall Goal Participation Boxes:** Calculate the total percentage of MBE participation for each MBE classification by adding the percentages determined per Column 3 of the Part 2 – MBE Participation Schedule. Add the percentages determined in Lines 3.1 and 3.2 for the MBE subcontractor (subs) total. Add the overall participation percentages determined in Line 3.3 for the MBE prime total.
4. **MBE Subgoal Participation Boxes:** Calculate the total percentage of MBE participation for each MBE classification by adding the percentages determined per Column 3 of the Part 2 – MBE Participation Schedule. Add the percentages determined in Lines 3.1 and 3.2 for the MBE subcontractor (subs) total. Add the subgoal participation percentages determined in Line 3.3 for the MBE prime total.
5. The percentage amount for the MBE overall participation in the Total MBE Firm Participation Box F1 should be equal to the sum of the percentage amounts in Boxes A through E of the MBE Overall Goal Participation Column of the Worksheet.
6. The percentage amount for the MBE subgoal participation in the Total MBE Firm Participation Box L should be equal to the sum of the percentage amounts in Boxes A through E of the MBE Subgoal Participation Column of the Worksheet.

GOAL/SUBGOAL WORKSHEET		
MBE Classification	MBE Overall Goal Participation	MBE Subgoal Participation
(A) Total African American Firm Participation (Add percentages determined for African American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(B) Total Hispanic American Firm Participation (Add percentages determined for Hispanic American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(C) Total Asian American Firm Participation (Add percentages listed for Asian American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(D) Total Women-Owned Firm Participation (Add percentages determined for Women-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(E) Total for all other MBE Firms (Add percentages for firms listed as Other MBE Classification per Column 3 of the MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
Total MBE Firm Participation (Add total percentages determined for all MBE Firms in each column of the Worksheet)	(F1) _____ %	(F2) _____ %

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 2 – MBE PARTICIPATION SCHEDULE
 Page of

Parts 2 and 3 must be included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit part 2 with the bid/proposal as required, the bid shall be deemed not responsive or the proposal shall be deemed not susceptible of being selected for award.

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED MBE PRIME OR MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. NOTE INSTRUCTIONS IN EACH COLUMN.

COLUMN 1	COLUMN 2	COLUMN 3
<p>NAME OF MBE PRIME OR MBE SUBCONTRACTOR AND TIER</p>	<p>CERTIFICATION NO. AND MBE CLASSIFICATION</p>	<p>Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal and subgoals (if applicable) set forth in Form A.</p> <p>FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 5 through 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule. For items of work where the MBE firm is the prime, complete Line 3.3.</p>
<p>MBE Name:</p> <hr/> <p><input type="checkbox"/> Check here if MBE firm is a subcontractor and complete in accordance with Sections 6, 7, & 8 of Part 1 - Instructions. If this box is checked, complete 3.1 or 3.2 in Column C, whichever is appropriate.</p> <p><input type="checkbox"/> Check here if MBE firm is the prime contractor, including a participant in a joint venture, and self-performance is being counted pursuant to Section 5 of Part 1 - Instructions. If this box is checked, complete 3.3 in Column C.</p> <p><input type="checkbox"/> Check here if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 6 of Part 1 - Instructions</p>	<p>Certification Number:</p> <hr/> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <hr/>	<p>3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p>3.2. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 7(E) IN PART 1 - INSTRUCTIONS).</p> <p>_____ % Total percentage of Supplies/Products</p> <p>x _____ 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p>3.3. TOTAL PERCENTAGE TO BE PAID TO MBE PRIME FOR WORK THAT CAN BE COUNTED AS MBE SELF-PERFORMANCE (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE).</p> <p>(a) _____ % Total percentage for self-performed items of work in which MBE is certified)</p> <p>(b) _____ % (Insert 50% of MBE overall goal)</p> <p>(c) _____ % (Insert subgoal for classification checked in Column 2, if applicable)</p> <p>Percentages for purposes of calculating achievement of MBE Participation goals:</p> <ul style="list-style-type: none"> ➤ For MBE Overall goal – Use lesser of (a) or (b) ➤ For MBE Subgoal – Use lesser of (a) or (c) ➤ If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule.

CHECK HERE IF CONTINUATION SHEETS ARE ATTACHED.

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 2 – MBE PARTICIPATION SCHEDULE
CONTINUATION SHEET
 Page of

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED MBE PRIME OR MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. NOTE INSTRUCTIONS IN EACH COLUMN.

COLUMN 1	COLUMN 2	COLUMN 3 <small>Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal and subgoals (if applicable) set forth in Form A.</small>
NAME OF MBE PRIME OR MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 5 through 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule. For items of work where the MBE firm is the prime, complete Line 3.3.
MBE Name: <input type="checkbox"/> Check here if MBE firm is a subcontractor and complete in accordance with Sections 6, 7, & 8 of Part 1 - Instructions. If this box is checked, complete 3.1 or 3.2 in Column C, whichever is appropriate. <input type="checkbox"/> Check here if MBE firm is the prime contractor, including a participant in a joint venture, and self-performance is being counted pursuant to Section 5 of Part 1 - Instructions. If this box is checked, complete 3.3 in Column C. <input type="checkbox"/> Check here if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 6 of Part 1 - Instructions	Certification Number: (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	<p>3.1. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR</u> (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p>3.2 <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER</u> (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 7(E) IN PART 1 - INSTRUCTIONS).</p> <p>_____ % Total percentage of Supplies/Products</p> <p>x _____ 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p>3.3. <u>TOTAL PERCENTAGE TO BE PAID TO MBE PRIME FOR WORK THAT CAN BE COUNTED AS MBE SELF-PERFORMANCE</u> (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE)..</p> <p>(a) _____ % Total percentage for self-performed items of work in which MBE is certified)</p> <p>(b) _____ % (Insert 50% of MBE overall goal)</p> <p>(c) _____ % (Insert subgoal for classification checked in Column 2, if applicable)</p> <p>Percentages for purposes of calculating achievement of MBE Participation goals:</p> <ul style="list-style-type: none"> ➤ For MBE Overall goal – Use lesser of (a) or (b) ➤ For MBE Subgoal – Use lesser of (a) or (c) ➤ If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule.

CHECK HERE IF CONTINUATION SHEETS ARE ATTACHED.

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE

Parts 2 and 3 must be included with the bid/proposal
as directed in the invitation to bid/ request for proposals.

I hereby affirm that I have reviewed the Products and Services Description (specific product that a firm is certified to provide or areas of work that a firm is certified to perform) set forth in the MDOT MBE Directory for each of the MBE firms listed in Part 2 of this MBE Form B for purposes of achieving the MBE participation goals and subgoals that were identified in the MBE Form A that I submitted with this solicitation, and that the MBE firms listed are only performing those products/services/areas of work for which they are certified. I also hereby affirm that I have read and understand the form instructions set forth in Part 1 of this MBE Form B.

The undersigned Prime Contractor hereby certifies and agrees that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract;
or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

I SOLEMNLY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF PARTS 2 AND 3 OF MDOT MBE FORM B ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**STATE-FUNDED CONTRACTS
OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the offer/proposal submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MBE firms:

4. Please Check One:
 - This project does not involve bonding requirements.
 - Bidder/Offeror assisted MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS)

5. Please Check One:
 - Bidder/Offeror did attend the pre-bid/pre-proposal meeting/conference.
 - No pre-bid/pre-proposal meeting/conference was held.
 - Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

STATE-FUNDED CONTRACTS MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD OR THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED IN THE MBE PARTICIPATION SCHEDULE. BIDDERS/OFFERORS ARE HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE TEN (10) DAY DEADLINE.

Provided that _____ (Prime Contractor's Name) is awarded the Contract in conjunction with Solicitation No. _____, such Prime Contractor will enter into a subcontract with _____ (Subcontractor's Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ (if subcontractor previously listed is also the MBE firm, please restate name and provide MBE Certification Number) which will receive at least \$_____ (Total Subcontract Amount) which is ____% (Percent) of the Total Contract Value, for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

I solemnly affirm under the penalties of perjury that the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information and belief. I acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes.

PRIME CONTRACTOR	SUBCONTRACTOR (SECOND-TIER)	SUBCONTRACTOR (THIRD-TIER)
Signature of Representative: _____	Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____ _____	Printed Name and Title: _____ _____	Printed Name and Title: _____ _____
Firm's Name: _____	Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____	Federal Identification Number: _____
Address: _____ _____	Address: _____ _____	Address: _____ _____
Telephone: _____	Telephone: _____	Telephone: _____
Date: _____	Date: _____	Date: _____

IF MBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE MBE FIRM.

This form is to be completed monthly by the prime contractor.

Attachment D-5
Maryland Department of Information Technology
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____	Contract #: _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
Report is due to the MBE Officer by the 10th of the month following the month the services were provided.	Contract Amount: _____
	MBE Subcontract Amt: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____
Note: Please number reports in sequence	

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	Email:	
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			

<p>List all payments made to MBE subcontractor named above during this reporting period:</p> <table border="1"> <thead> <tr> <th></th> <th align="center"><u>Invoice#</u></th> <th align="center"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td>Total Dollars Paid:</td> <td align="center">\$ _____</td> <td></td> </tr> </tbody> </table>		<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid:	\$ _____		<p>List dates and amounts of any outstanding invoices:</p> <table border="1"> <thead> <tr> <th></th> <th align="center"><u>Invoice #</u></th> <th align="center"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td>Total Dollars Unpaid:</td> <td align="center">\$ _____</td> <td></td> </tr> </tbody> </table>		<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid:	\$ _____	
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2.																																					
3.																																					
4.																																					
Total Dollars Unpaid:	\$ _____																																				

**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.
 **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
---	---

This form must be completed by
MBE subcontractor

ATTACHMENT D-6
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City: Baltimore	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
<u>Invoice Amt</u>	<u>Date</u>	<u>Invoice Amt</u>
1.		1.
2.		2.
3.		3.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
--	--

Signature: _____ Date: _____
(Required)

ATTACHMENT 2 - MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

Part 1 – Guidance for Demonstrating Good Faith Efforts to Meet MBE/DBE Participation Goals

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE)/Disadvantaged Business Enterprise (DBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE/DBE Goal(s) and document its commitments for participation of MBE/DBE Firms, or (2) when it does not meet the MBE/DBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE/DBE Goal(s) – “MBE/DBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s) on a State-funded procurement and the DBE participation goal on a federally-funded procurement.

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE/DBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE/DBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the DBEs identified by the procuring agency during the goal setting process and listed in the federally-funded procurement as available to perform the Identified Items of Work. It also may include additional DBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as DBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms or is a State-funded procurement, this term refers to all of the MBE Firms (if State-funded) or DBE Firms (if federally-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE/DBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE/DBE Firms to increase the likelihood that the MBE/DBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE/DBE Firms and should include all reasonably identifiable work opportunities.

MBE/DBE Firms – For State-funded contracts, “MBE/DBE Firms” refers to certified **MBE** Firms. Certified MBE Firms can participate in the State's MBE Program. For federally-funded contracts, “MBE/DBE Firms” refers to certified **DBE** Firms. Certified DBE Firms can participate in the federal DBE Program.

II. Types of Actions MDOT will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE/DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/DBE subcontractors and suppliers, so as to facilitate MBE/DBE participation. The following is a list of types of actions MDOT will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE/DBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE/DBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE/DBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms or DBE Firms, whichever is appropriate, to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE/DBE Firms to increase the likelihood that the MBEDBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE/DBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE/DBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms or DBE Firms to Solicit

1. DBE Firms Identified in Procurements

(a) Certain procurements will include a list of the DBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified DBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those DBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE/DBE Directory to identify additional DBEs who may be available to perform the items of work, such as DBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE/DBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE/DBE Firms, bidders/offerors should reasonably identify the MBE Firms or DBE Firms, whichever is appropriate, that are available to perform the Identified Items of Work.

(b) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified in the appropriate program (MBE for State-funded procurements or DBE for federally-funded procurements)

(c) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBE/DBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE/DBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE/DBE, and other requirements of the contract to assist MBE/DBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the DBEs listed in the procurement and any MBE/DBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE/DBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE/DBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible by the interested MBE/DBE.

4. Follow up on initial written solicitations by contacting DBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE/DBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE/DBE Firms could be informed of contracting and subcontracting opportunities;

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website; and

(c) effectively using the services of other organizations, as allowed on a case-by-case basis and authorized in the procurement, to provide assistance in the recruitment and placement of MBE/DBE Firms.

D. Negotiate With Interested MBE/DBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE/DBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE/DBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE/DBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE/DBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract DBE goal, as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE/DBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(b) the percentage difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(c) the percentage that the DBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE/DBE firms that the bidder/offeror solicited for that portion of the work;

(e) whether the work described in the MBE/DBE and Non-MBE/DBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE/DBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received by the" bidder/offeror refers to the average of the quotes received from all subcontractors, except that there should be quotes from at least three subcontractors, and there must be at least one quote from a MBE/DBE and one quote from a Non-MBE/DBE.

7. A bidder/offeror shall not reject a MBE/DBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE/DBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE/DBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE/DBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE/DBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE/DBE Firms in obtaining the bonding, lines of credit, or insurance required by MDOT or the bidder/offeror; and

2. made reasonable efforts to assist interested MBE/DBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE/DBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE/DBE and Non-MBE/DBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE/DBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeror seeking a waiver of the MBE/DBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Form E, Part 2)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE/DBE Firms in order to increase the likelihood of achieving the stated MBE/DBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C (2)(a) through (e) and 49 C.F.R. Part 26, Appendix A. **(Complete Outreach Efforts Compliance Statement)**

2. A detailed statement of the efforts made to contact and negotiate with MBE/DBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE/DBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Form E, Part 3, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and

(b) a description of the information provided to MBE/DBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE/DBE Firms (Complete Good Faith Efforts Form E, Part 4)

1. For each MBE/DBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.

2. For each certified MBE/DBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE/DBE and Non-MBE/DBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE/DBE Firms contacted but found to be unavailable. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE/DBE contractor or a statement from the bidder/offeror that the MBE/DBE contractor refused to sign the Minority Contractor Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.
2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

MDOT MBE/DBE FORM E
GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 2 – CERTIFICATION REGARDING GOOD FAITH EFFORTS DOCUMENTATION

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

PARTS 3, 4, AND 5 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST

I hereby request a waiver of (1) the Minority Business Enterprise (MBE) participation goal and/or subgoal(s), (2) the Disadvantaged Business Enterprise (DBE) participation goal, or (3) a portion of the pertinent MBE/DBE participation goal and/or MBE subgoal(s) for this procurement.¹ I affirm that I have reviewed the Good Faith Efforts Guidance MBE/DBE Form E. I further affirm under penalties of perjury that the contents of Parts 3, 4, and 5 of MDOT MBE/DBE Form E are true to the best of my knowledge, information and belief.

 Company Name

 Signature of Representative

 Address

 Printed Name and Title

 City, State and Zip Code

 Date

¹ MBE participation goals and subgoals apply to State-funded procurements. DBE participation goals apply to federally-funded procurements. Federally-funded contracts do not have subgoals.

MDOT MBE/DBE FORM E
GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

**PART 3 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO
 MBE/DBE FIRMS**

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

Identify those items of work that the bidder/offeror made available to MBE/DBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE/DBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder's/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE/DBE Firms, and the total percentage of the items of work identified for MBE/DBE participation equals or exceeds the percentage MBE/DBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE/DBE Firms, the bidder/offeror should make all of those items of work available to MBE/DBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE/DBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement? <input type="checkbox"/> Yes <input type="checkbox"/> No	Does bidder/offeror normally self-perform this work? <input type="checkbox"/> Yes <input type="checkbox"/> No	Was this work made available to MBE/DBE Firms? If no, explain why? <input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 4 – IDENTIFIED MBE/DBE FIRMS AND RECORD OF SOLICITATIONS

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

Identify the MBE/DBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE/DBE participation. Include the name of the MBE/DBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE/DBE provided a quote, and whether the MBE/DBE is being used to meet the MBE/DBE participation goal. MBE/DBE Firms used to meet the participation goal must be included on the MBE/DBE Participation Schedule, Form B. Note: If the procurement includes a list of the MBE/DBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE/DBE Firms or explain why a specific MBE/DBE was not solicited. If the bidder/offeror identifies additional MBE/DBE Firms who may be available to perform Identified Items of Work, those additional MBE/DBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE/DBE Firms must be attached to this form. If the bidder/offeror used a Non-MBE/DBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE/DBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE/DBE <input type="checkbox"/> Used Non-MBE/DBE <input type="checkbox"/> Self-performing
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE/DBE <input type="checkbox"/> Used Non-MBE/DBE <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 5 – ADDITIONAL INFORMATION REGARDING REJECTED MBE/DBE QUOTES

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

This form must be completed if Part 3 indicates that a MBE/DBE quote was rejected because the bidder/offeror is using a Non-MBE/DBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE/DBE, and if applicable, state the name of the Non-MBE/DBE. Also include the names of all MBE/DBE and Non-MBE/DBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE/DBE (Include spec/section number from bid)	Self-performing or Using Non-MBE/DBE (Provide name)	Amount of Non-MBE/DBE Quote	Name of Other Firms who Provided Quotes & Whether MBE/DBE or Non-MBE/DBE	Amount Quoted	Indicate Reason Why MBE/DBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 1 – GUIDANCE FOR DEMONSTRATING GOOD FAITH EFFORTS TO MEET MBE/DBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE)/Disadvantaged Business Enterprise (DBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE/DBE Goal(s) and document its commitments for participation of MBE/DBE Firms, or (2) when it does not meet the MBE/DBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE/DBE Goal(s) – “MBE/DBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s) on a State-funded procurement and the DBE participation goal on a federally-funded procurement.

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE/DBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE/DBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the DBEs identified by the procuring agency during the goal setting process and listed in the federally-funded procurement as available to perform the Identified Items of Work. It also may include additional DBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as DBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms or is a State-funded procurement, this term refers to all of the MBE Firms (if State-funded) or DBE Firms (if federally-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE/DBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE/DBE Firms to increase the likelihood that the MBE/DBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE/DBE Firms and should include all reasonably identifiable work opportunities.

MBE/DBE Firms – For State-funded contracts, “MBE/DBE Firms” refers to certified **MBE** Firms. Certified MBE Firms can participate in the State's MBE Program. For federally-funded contracts, “MBE/DBE Firms” refers to certified **DBE** Firms. Certified DBE Firms can participate in the federal DBE Program.

II. Types of Actions MDOT will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE/DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/DBE subcontractors and suppliers, so as to facilitate MBE/DBE participation. The following is a list of types of actions MDOT will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE/DBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE/DBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE/DBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms or DBE Firms, whichever is appropriate, to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE/DBE Firms to increase the likelihood that the MBEDBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE/DBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE/DBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms or DBE Firms to Solicit

1. DBE Firms Identified in Procurements

(a) Certain procurements will include a list of the DBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified DBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those DBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE/DBE Directory to identify additional DBEs who may be available to perform the items of work, such as DBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE/DBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE/DBE Firms, bidders/offerors should reasonably identify the MBE Firms or DBE Firms, whichever is appropriate, that are available to perform the Identified Items of Work.

(b) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified in the appropriate program (MBE for State-funded procurements or DBE for federally-funded procurements)

(c) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBE/DBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE/DBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE/DBE, and other requirements of the contract to assist MBE/DBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. "All" Identified Firms includes the DBEs listed in the procurement and any MBE/DBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE/DBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE/DBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible by the interested MBE/DBE.

4. Follow up on initial written solicitations by contacting DBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE/DBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE/DBE Firms could be informed of contracting and subcontracting opportunities;

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website; and

(c) effectively using the services of other organizations, as allowed on a case-by-case basis and authorized in the procurement, to provide assistance in the recruitment and placement of MBE/DBE Firms.

D. Negotiate With Interested MBE/DBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE/DBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE/DBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE/DBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE/DBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract DBE goal, as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE/DBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(b) the percentage difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(c) the percentage that the DBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE/DBE firms that the bidder/offeror solicited for that portion of the work;

(e) whether the work described in the MBE/DBE and Non-MBE/DBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE/DBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received by the" bidder/offeror refers to the average of the quotes received from all subcontractors, except that there should be quotes from at least three subcontractors, and there must be at least one quote from a MBE/DBE and one quote from a Non-MBE/DBE.

7. A bidder/offeror shall not reject a MBE/DBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE/DBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE/DBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE/DBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE/DBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE/DBE Firms in obtaining the bonding, lines of credit, or insurance required by MDOT or the bidder/offeror; and

2. made reasonable efforts to assist interested MBE/DBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE/DBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE/DBE and Non-MBE/DBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE/DBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeror seeking a waiver of the MBE/DBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Form E, Part 2)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE/DBE Firms in order to increase the likelihood of achieving the stated MBE/DBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a) through (e) and 49 C.F.R. Part 26, Appendix A. **(Complete Outreach Efforts Compliance Statement)**

2. A detailed statement of the efforts made to contact and negotiate with MBE/DBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE/DBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Form E, Part 3, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and

(b) a description of the information provided to MBE/DBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE/DBE Firms (Complete Good Faith Efforts Form E, Part 4)

1. For each MBE/DBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.

2. For each certified MBE/DBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE/DBE and Non-MBE/DBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE/DBE Firms contacted but found to be unavailable. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE/DBE contractor or a statement from the bidder/offeror that the MBE/DBE contractor refused to sign the Minority Contractor Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf>.

This solicitation includes a VSBE participation goal of 1.6%.

Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
 - (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dlir.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

Attachment G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

Attachment H. Conflict of Interest Affidavit and Disclosure

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>

Attachment I. Non-Disclosure Agreement (Contractor)

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>.

Attachment J. HIPAA Business Associate Agreement

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf>.

Attachment K. Mercury Affidavit

This solicitation does not include the procurement of products known to likely include mercury as a component.

Attachment L. Location of the Performance of Services Disclosure

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf>.

Attachment M. Contract

Maryland Department of Transportation Maryland Transit Administration (MDOT MTA)

“Mobility Paratransit Operations and Maintenance Services”

MOL-21-059-SR

THIS CONTRACT (the “Contract”) is made this ___ day of _____, 20___ by and between _____ (the “Contractor”) and the STATE OF MARYLAND, acting through the MARYLAND Maryland Department of Transportation Maryland Transit Administration (“MDOT MTA” or the “Department”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace Advantage vendor ID number is (eMMA Number).
- 1.3 “Financial Proposal” means the Contractor’s [pick one: Financial Proposal or Best and Final Offer (BAFO)] dated _____ (Financial Proposal date or BAFO date).
- 1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.5 “RFP” means the Request for Proposals for Mobility Paratransit Operations and Maintenance Services, Solicitation # MOL-21-059-SR, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated. _____ (Technical Proposal date), as modified and supplemented by the Contractor’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.8 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – The Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the "Effective Date") and shall continue for three years ("Initial Term").
- 3.2 In its sole discretion, the Department shall have the unilateral right to extend the Contract for two, successive two-year renewal options (each a "Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).
- 3.3. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.4 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount of \$ _____ .

Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the Not to Exceed "NTE" Amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract

after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult and work in good faith with the Department to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete State-defined critical work in progress prior to the date the NTE Amount will be reached; and (b) when applicable secure databases, systems, platforms, and applications on which the Contractor is working in an industry standard manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department's receipt of a proper invoice from the Contractor as required by RFP section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation**.

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software

- provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.
- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 7.4. Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5. Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.
- 7.7. The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.

- 7.8 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract..
- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in **RFP Section 3.7**.
- 9.3 Protection of data and personal privacy (as further described and defined in RFP Section 3.8) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in **RFP Section 3.7**.

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or

stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

- 10.2. The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law Prevails

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.
- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure the Contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

16. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for

any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

19. Delays and Extensions of Time

- 19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.
- 19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional

information is available on the State Board of Elections website:
http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.
- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the Department has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

- 27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.
- 27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;
 - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - (c)
 - (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall be unlimited.
 - (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.
- 29.2 Contractor's indemnification obligations for Third party claims arising under Section 10 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance,

Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
 - (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
 - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
 - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - (e) Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and a subcontractor under this **section 31**, may not:
- (a) Affect the rights of the contracting parties under any other provision of law;
 - (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
 - (c) Result in liability against or prejudice the rights of the Department.
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.Verification shall include a review of:
 - i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
 - (b) If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - (c) If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the Contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
 - (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the Department may withhold payment of any invoice or retainage. The Department may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Use of Estimated Quantities

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

34. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

35. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Contract, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

36. Miscellaneous

- 36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 36.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

37. Contract Monitor and Procurement Officer

- 37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- 37.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

38. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State:

Heather Martin
MDOT MTA Procurement Office
6 St. Paul Street, 7th Floor
Baltimore, MD 21202
Phone Number: 410-767-3835
E-Mail: hmartin@mdot.maryland.gov

If to the Contractor:

(Contractor’s Name)
(Contractor’s primary address)
Attn: _____

[[Delete the following if a parent company guarantee is inapplicable:]]

Parent Company Guarantor

Contact: _____
Attn: _____

39. Liquidated Damages for MBE

- 39.1 The Contract requires the Contractor to comply in good faith with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.
- 39.2 Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Contractor shall pay liquidated damages to the State at the rates set forth below. The

Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$181.46 per day until the monthly report is submitted as required.
- (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$63.51 per MBE subcontractor.
- (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- (d) Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

39.3 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or Law.

40. Liquidated Damages

Liquidated Damages for service levels will be assessed in accordance with Appendix 6 of the RFP.

41. Parent Company Guarantee (If applicable)

If a Contractor intends to rely on its Parent Company in some manner while performing on the State Contract, the following clause should be included and completed for the Contractor's Parent Company to guarantee performance of the Contractor. The guarantor/Contractor's Parent Company should be named as a party and signatory to the Contract and should be in good standing with SDAT.

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, lawsuit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

<<43.>> Hiring Agreement

<<43.>>1 The Contractor agrees to execute and comply with the enclosed Maryland Department of Human Services (DHS) Hiring Agreement (Attachment O). The Hiring Agreement is to be executed by the Offeror and delivered to the Procurement Officer within ten (10) Business Days following receipt of notice by the Offeror that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.

<<43.>>2 The Hiring Agreement provides that the Contractor and DHS will work cooperatively to promote hiring by the Contractor of qualified individuals for job openings resulting from this procurement, in accordance with Md. Code Ann., State Finance and Procurement Article §13-224.

<<44.>> Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.

SIGNATURES ON NEXT PAGE

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

Contractor

State of Maryland

Maryland Department of Transportation
Maryland Transit Administration (MDOT
MTA)

By:

By: <<agencyContractSigner>>,
<<agencyContractSignerTitle>>

Date

PARENT COMPANY (GUARANTOR) (if
applicable)

By:

By:

Date

Date

Approved for form and legal sufficiency
this ____ day of _____, 20__.

Assistant Attorney General

APPROVED BY BPW: _____

(Date)

(BPW Item #)

Attachment N. Contract Affidavit

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf>.

Attachment O. DHS Hiring Agreement

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf>.

Appendix 1. – Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- A. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.
- B. Access – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
- C. Application Program Interface (API) – Code that allows two software programs to communicate with each other.
- D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
- G. Contract Monitor – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- H. Contractor – The selected Offeror that is awarded a Contract by the State.
- I. Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
- J. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- K. Maryland Department of Transportation Maryland Transit Administration or (MDOT MTA or the “Department”).
- L. eMMA – eMaryland Marketplace Advantage (see RFP **Section 4.2**).
- M. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- N. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- O. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
- P. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See RFP **Sections 3.10**.

- Q. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- R. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- S. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- T. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- U. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- V. Offeror – An entity that submits a Proposal in response to this RFP.
- W. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- X. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- Y. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
- Z. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- AA. Request for Proposals (RFP) – This Request for Proposals issued by the Maryland Department of Transportation Maryland Transit Administration (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- BB. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- CC. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.

- DD. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- EE. Service Level Agreement (SLA) - Commitment by the Contractor to the Department that defines the performance standards the Contractor is obligated to meet.
- FF. SLA Activation Date - The date on which SLA charges commence under this Contract, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work.
- GG. Software - The object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor.
- HH. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this RFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document.
- II. Solution - All Software, deliverables, services and activities necessary to fully provide and support the RFP scope of work. This definition of Solution includes all System Documentation developed as a result of this Contract. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
- JJ. State – The State of Maryland.
- KK. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
- LL. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- MM. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- 1) Source Code: This includes source code created by the Contractor or subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the Contract;
 - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality;

- 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system;
- 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation;
- 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software);
- 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides; and
- 7) Operating procedures.

NN. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.

OO. Third Party Software – Software and supporting documentation that:

- 1) are owned by a third party, not by the State, the Contractor, or a subcontractor;
- 2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
- 3) are specifically identified and listed as Third Party Software in the Proposal.

PP. Total Proposal Price - The Offeror's total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment B** – Financial Proposal Form.

QQ. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.

RR. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

Appendix 2. – Offeror Information Sheet

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf.

Appendix 3 – Mobility Service Provider Scope of Work

Maryland Department of Transportation Maryland Transit Administration

Appendix 3

Mobility Service Provider Scope of Work

Table of Contents

1	Definitions and Abbreviations	1
1.1	Abbreviations.....	1
1.2	Definitions	1
2	General Requirements.....	11
2.1	Service Delivery Description	11
2.2	General Scope of Work Requirements.....	12
2.3	Project Meetings.....	12
2.4	General Staffing Requirements.....	13
2.5	General Facility Requirements.....	13
2.6	Vehicle Management Requirements.....	13
2.7	Mobility Operating Policies	14
2.8	Service Levels.....	14
2.9	Other duties, as assigned	14
2.10	MDOT MTA-Provided Support.....	15
2.11	MDOT MTA-Furnished Facilities and Equipment.....	16
2.12	Alcohol and Drug Testing.....	16
2.13	Transition Support	16
2.14	Corporate Support	16
2.15	Union Negotiations	17
2.16	Drug and Alcohol-Free Workplace	17
2.17	Start Up Plan/Transition Plan	17
2.18	Transition Out.....	18
3	Personnel Requirements.....	20
3.1	General Personnel Requirements.....	20
3.2	English Proficiency	21
3.3	Hiring and Training of Personnel	21
3.4	Workforce Requirements	21
3.5	Prohibition of Employees Working for Multiple Contractors	22
3.6	Right to Remove Employees.....	22
3.7	Essential Employee Status	22
3.8	Key Staff.....	23
3.9	Additional Contractor Supervisory Staff.....	30

3.10	Window Dispatchers	31
3.11	Yard Supervisors	32
3.12	Gate Attendant(s)	32
3.13	Street Supervisors	33
3.14	Maintenance Staff.....	34
3.15	Staffing Policies.....	34
3.16	Vehicle Operator Turnover	34
3.17	Employee Fraud Prevention and Detection Policies and Procedures.....	35
4	Mobility Service Delivery Requirements.....	36
4.1	General	36
4.2	Distribution of Service Delivery	37
4.3	Adverse Action Resulting in Contractor’s Inability to Provide Service.....	37
4.4	Supplemental Service.....	37
4.5	Pre-Trip Vehicle Inspections	39
4.6	Mobile Data Computer Operations.....	39
4.7	Manifests	40
4.8	Locating Customers and Providing Assistance.....	41
4.9	Vehicle Operator Performance Requirements	42
4.10	Report of Deficient Service	43
4.11	Vehicle Operator Tools.....	44
4.12	Prohibition of Providing Custodial Care or PCA.....	44
4.13	Abusive Behavior or Direct Threats	44
4.14	Prohibited Acts and Devices	44
4.15	Transferrable Customers.....	45
4.16	Securement.....	45
4.17	Customer Privacy	45
4.18	Etiquette.....	45
4.19	Contingency Plan in the Event of a Work Stoppage.....	46
4.20	Emergency Medical Assistance.....	46
4.21	Vehicle Lift Operations	46
4.22	Service Interruptions.....	46
4.23	Severe Weather Operations	46
4.24	Interface with Quality Assurance.....	47

4.25	Interface with MOCC.....	48
4.26	Declared Public Emergency or Disaster Situation.....	49
4.27	Interface with Other Contractor(s).....	49
4.28	Additional Service Delivery Support.....	49
5	Vehicle Operators.....	50
5.1	Vehicle Operator General Requirements.....	50
5.2	Back-Up Vehicle Operators.....	51
5.3	Valid Vehicle Operator’s License and Driving Record.....	51
5.4	Vehicle Operator Dress Code.....	52
6	Vehicle Maintenance.....	54
6.1	General.....	54
6.2	Mobility Vehicles.....	55
6.3	Vehicle Management Plan.....	56
6.4	Monthly Vehicle Safety Inspection.....	56
6.5	Vehicle Cleaning.....	57
6.6	Vehicle Registrations, Governmental, Emission Inspections, and Violations.....	57
6.7	Fueling.....	58
7	Facilities.....	59
7.1	General.....	59
7.2	Office Provisions.....	59
7.3	Space Provisions.....	60
7.4	Combined Operations and Maintenance Facility.....	60
7.5	Safety and Security.....	61
8	Customer Service Requirements.....	62
8.1	Mobility Customer Service.....	62
8.2	Public Communication.....	62
8.3	Complaint Investigation, Resolution and Correspondence.....	63
8.4	Escalated Complaints.....	63
8.5	Public Meetings.....	64
8.6	Community Outreach Events.....	64
8.7	Lost and Found Program.....	64
9	Fare Administration and Cash Management Requirements.....	66
9.1	Payment of Mobility Fares.....	66

9.2	PCA and Companion Fares	66
9.3	Fare Reconciliation.....	66
9.4	Fare Administration and Cash Management Options.....	66
9.5	Fare Reporting	66
9.6	Vouchers.....	67
10	Information Technology.....	68
10.1	General.....	68
10.2	Technology Staff Requirements.....	68
10.3	Workstations and Connectivity.....	68
10.4	On-Board Vehicle Technology	69
11	Information Systems.....	72
11.1	Information Systems General Information.....	72
11.2	Trapeze	72
11.3	Vehicle and Asset Management System	73
11.4	Third-Party Applications.....	73
11.5	TrackitTransit	74
12	Data Administration and Reporting Requirements	75
12.1	General Data Admin and Reporting Requirements	75
12.2	Retained Records	75
12.3	Confidential Information	75
12.4	Daily Reports (CDRL 0041).....	75
12.5	Weekly Reports (CDRL 0043)	76
12.6	Monthly Reports (CDRL 0045)	79
12.7	Annual Reports	82
12.8	Immediate Reporting	82
12.9	Records Retention.....	83
13	Training Requirements.....	84
13.1	General Training Requirements.....	84
13.2	Vehicle Operator Training Requirements.....	84
13.3	Ongoing Annual Training and Refresher Training.....	85
13.4	Vehicle Maintenance Training Requirements	86
13.5	Contractor’s Training Plan	86
14	Safety Program	87

14.1	General	87
14.2	Vehicle Safety Administration	87
14.3	Passenger Injuries	87
14.4	Fatigue Management	87
14.5	Facility Safety	87
14.6	Accident Procedures	88
14.7	Safety Management	88
14.8	MDOT MTA Public Transportation Agency Safety Plan (PTASP).....	88
15	Contract Deliverables Requirements List.....	90

1 Definitions and Abbreviations

As used throughout this document, the following abbreviations and terms shall have the meanings set forth in this section (except where, by the context, another meaning is intended). These summaries are not to be considered the precise limit of definition of these concepts. If a definition herein conflicts with a more detailed definition in this Specification, the more detailed definitions or characteristics, MDOT MTA Policy, or federal and state regulations will prevail.

1.1 Abbreviations

ADA - Americans with Disabilities Act of 1990
AVL - Automatic Vehicle Locator
CACAT – Citizens Advisory Committee for Accessible Transportation
CDRL - Contract Deliverable Requirements List
CERT - Mobility Certification Office
DVI - Daily Vehicle Inspection
FTA - Federal Transit Administration, U.S. Department of Transportation
FY - Fiscal Year
GPS - Global Positioning
LC – Late Cancellation
MDC (MDT)- Mobile Data Computer (Mobile Data Terminal)
Mobility - MDOT MTA Office of Mobility
MDOT MTA – Maryland Department of Transportation Maryland Transit Administration
NOC - Network Operations Center
NS - No-Show
NTD - National Transit Database
MOCC - Mobility Operations Control Center
PASS-COM - Paratransit Automated Scheduling System (Trapeze) Complaints and Commendations Module
PCA - Personal Care Attendant
PM - Program Manager (Project Manager)
PTASP - Public Transportation Agency Safety Plan
PTT - Push to Talk

1.2 Definitions

Accident - An Event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicles at any location, at any time, whatever the cause.

Added Run - Any dedicated run that is not listed on the current master run cut and is created and added to the service day, including recovery runs but excluding replacement runs.

Advanced Cancellation (CA) – An Advance Cancellation occurs when the customer or his or her representative cancel prior to the day of service or one hundred twenty (120) minutes before the beginning of the pick-up window.

Amendment - Shall mean additional provisions related to the Contract issued in writing by the MDOT MTA prior to the Award Date.

Americans with Disabilities Act of 1990 (ADA) - Shall mean the federal civil rights legislation, 42 U.S.C. §§ 12101, et. seq., , requiring, among other things, that paratransit service comparable to fixed route service be provided to persons with disabilities who meet ADA paratransit eligibility criteria, including all amendments and federal guidance, updates, releases, and circulars as relevant.

Appointment Drop Off Window - A policy established by the transit agency to gauge on-time versus late trips for trips that are requested based on a stated appointment time or drop-off time. Typically, the drop-window is bounded on the later end by the stated appointment or drop-off time and on the earlier end by a fixed number of minutes in advance of the stated appointment time or drop-off time.

Arrived (A) – The state of the origin or destination of a trip, or of a scheduled event, where the driver or dispatcher has entered a time in the “Arrive” column in the Schedule Editor.

Authorized Deviation from Manifest - Shall mean a trip insertion by MOCC that was not on the original manifest.

Automatic Vehicle Locator (AVL) - Shall mean a computerized system that utilizes a global positioning system with mobile data computers to produce two-way, wireless data communication concerning the speed and directional movement of subject vehicles via dynamic, graphic display screens at remote dispatch/control locations.

Cancel at Door (CD) - Shall mean the customer or his or her representative declines a trip when the vehicle has Arrived within the Scheduled Pick-Up Window.

Closed Run - Shall mean any run listed on the master run cut that is not performed.

Collision - There are three types of Safety Events that FTA defines as a reportable Collision:

- (1) A crash involving a transit vehicle with another vehicle and the vehicle (either transit or non-transit) must be towed away from the scene;
- (2) A transit vehicle that strikes or has contact with a person not in a vehicle; or
- (3) A crash of a transit non-revenue in which the amount of property value damage exceeds the reportable threshold.

COM (PASS-COM) - Shall mean a software application module of Trapeze PASS used by Mobility to manage collection of and response to customer feedback.

Companion - A passenger who is allowed to accompany a paratransit customer. For ADA complementary paratransit systems, a customer is permitted to have one accompanying companion if the trip time and the trip's origin and destination of the companion's trip is exactly the same as the ADA paratransit customer's trip. A companion fare is the same as the customer fare. Additional companions may accompany the ADA paratransit customer on the trip on a space-available basis.

Completed Customer Trip - Shall mean the performance of a planned customer pick-up and drop-off event.

Contract Deliverable Requirements List (CDRL) – A matrix listing data, such as plans, policies, procedures, reports, notices, and samples, required to be submitted by the Contractors.

Customer - Shall mean a person with disabilities who, as determined by MDOT MTA, meets ADA paratransit eligibility criteria and has been issued a Mobility identification card.

Customer Feedback - Shall mean any complaint, suggestion, or commendation about Mobility service.

Daily Vehicle Inspection (DVI) - Shall mean the vehicle operator's pre-trip inspection report that is completed prior to vehicle pull-out for revenue service and the vehicle operator's post-trip inspection report completed after returning from revenue service.

Deadhead - Shall mean the miles and hours that a vehicle travels in Mobility service from pull out to first pick-up and from last drop-off to pull-in.

Dedicated Service - Shall mean paratransit service performed by dedicated vehicles.

Dedicated Vehicles - Shall mean revenue vehicles owned by MDOT MTA exclusively for performance of Mobility service.

Delayed First Pick-Up after Gate-Out or Meal Break - Shall mean when a mobility vehicle arrives at the first scheduled stop greater than fifteen minutes after the start of the scheduled pick-up window or at the first scheduled stop after the meal break greater than fifteen minutes after the start of the scheduled pick-up window.

Door-To-Door Service - A form of paratransit service that includes passenger assistance between the vehicle and the door of the passenger's home or other destination. A higher level of service than curb-to-curb, yet not "door-through-door" service, where the driver actually provides assistance within the origin or destination.

Driver Wait Time - The number of minutes a driver is instructed to wait for a customer after arriving at the pick-up location (and within the pick-up window), before calling the dispatcher to indicate a no-show and to get instructions as to whether the driver should wait longer or proceed to the next stop.

Drop - The arrival of the run at the destination booked by the customer.

Dwell Time - The time it typically takes to load or unload a passenger. Includes Driver Wait Time, Door-to-Door service, use of the lift or ramp, passenger loading and unloading, securement of the passenger, and door closure.

Early Quit - Shall mean any run that goes out, enters revenue service, and is terminated due to the actions of the operator or before all assigned trips are completed.

Event (Operations) - Shall mean vehicle activities to include pull-out, pull in, customer pick-up, customer drop-off, lunch, break, and out of service.

Event (Safety/Reporting) - Shall mean any accident, incident, or occurrence.

Federal - Shall mean the Federal government of the United States of America.

Federal Transit Administration (FTA) - Shall mean the modal administration of the United States Department of Transportation responsible for certain Federal public transit programs DOT.

Fiscal Year - Shall mean the 12-month period beginning on July 1st and ending June 30th.

Fixed Cost- Shall mean cost related to staff salaries & hourly labor rates, facility(ies), maintenance and upkeep, and utilities, etc.

Garage - Shall mean an operating facility used for maintenance and storage of vehicles performing Mobility service.

Global Positioning System (GPS) - Shall mean a system of satellites, computers, and receivers that is able to determine the latitude and longitude of a receiver on Earth by calculating the time difference for signals from different satellites to reach the receiver.

Holiday - Shall mean any holiday recognized by the State of Maryland including, but not limited to New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Incident - An Event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Injury -Damage or harm to a person requiring immediate medical attention and/or transported away from the scene because of a safety event.

Late Cancellation (LC) - Shall mean a Customer-initiated cancellation that was received less than one hundred twenty minutes before the beginning of the Customer's scheduled pick-up window.

Late Gate - Shall mean when a run departs base after the scheduled pull-out time.

Late Line - Shall mean the business process associated with responding to customer requests to locate or ascertain the estimated time of arrival (ETA) of a Mobility trip on the day of service.

Late Pick-Up - Shall mean a scheduled stop made where the Mobility vehicle arrived at the pick-up location after the end of the pick-up window.

Late Trip - A vehicle is considered late if the vehicle arrives after the pick-up window and the trip is completed by the customer.

Liens - Shall mean any and every lien of any kind whatsoever against the Work, against any monies due or to become due from the MDOT MTA to the Contractor, and/or against any other property of the MDOT MTA, for or on account of the Work, including any Public Lien.

Lunch Break - Scheduled period during a run that is provided for the operator's meal relief. During such period, the run will be unavailable for customer transport and such time shall not be included as billable hours.

Manifest - A printed or electronic driver/trip manifest/sheet includes the list of trips or stops in the proper sequence for a specific vehicle run, along with needed information about the customers to be transported (name, mobility device used, disability, etc.). The manifests also provide spaces or capabilities for the driver to document actual service data that pertain to each trip and stop (that is not captured automatically) and run-level summary information.

Missed Dwell - Shall mean a trip where the vehicle Operator did not wait the required Driver Wait Time.

Missed Trip/Missed Stop - This is a trip that was scheduled to be served but was not served due to service delivery provider or driver error or adverse operational circumstances. This is not a customer no-show, where the customer was at fault. There are three types of instances that constitute a missed trip: (1) the vehicle never arrives at the designated pick-up location; (2) the vehicle does arrive at the designated pick-up location, but after the confirmed pick-up window and the customer is not present or cancels-at-door; and (3) the vehicle does arrive at the designated pick-up location earlier than the end of the pick-up window, and the driver departs before waiting the required number of minutes (see Driver Wait Time). If the vehicle arrives after the pick-up window and the customer agrees to still make the trip, it is considered a late trip and not a missed a trip.

Mobility Aid - Shall mean devices used by customer for mobility, comfort and/or communication such as canes, walkers, oxygen equipment, service animal etc.

Mobility Direct - Shall mean the customer facing system used by Mobility for accessing web and IVR technologies.

Mobility Reportable Incident - Includes collisions and curb strikes resulting in damage to the Mobility vehicle, adverse vehicle, property, or any customer injury.

Mobility Service Area - Shall mean the official geographical service area as defined by MDOT MTA fixed route services.

MobilityLink - Shall mean MDOT MTA's paratransit service.

National Transit Database (NTD) - Shall mean the reporting system maintained by the FTA, which uses uniform categories and a uniform system of accounts to accumulate financial and operating information on public transit service.

Negotiated Time - Shall mean the time at which a pick-up for a customer has been scheduled after negotiations between the reservationist and the customer are completed.

Non-Dedicated Vehicle - Shall mean vehicles approved by MDOT MTA for revenue service that are not owned by MDOT MTA.

Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays. The MDOT MTA does not recognize the day after Thanksgiving as a State Holiday.

No-Show (NS) - Shall mean the customer failed to meet the vehicle which has Arrived within the Scheduled Pick-Up Window and waited for the customer in accordance with the Contract standards and procedures.

Notice - Shall mean a written notice.

Notice of Award - Shall mean a procurement notice to the Contractor advising that the Contract has been approved by the MDOT MTA.

Occurrence - An Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Office Equipment - Shall mean standard office furnishings and equipment such as telephones, computers, fax machines, printers.

On-Time Performance – Unless otherwise specified, all references to On Time Performance (OTP) shall be the number of stops arrived within the thirty-minute pickup window divided by the total stops.

Paratransit - Shall mean a mode of accessible demand-responsive transportation complimentary to fixed-route transit as required by the ADA.

Paratransit Automated Scheduling System (PASS) - Shall mean the computer system software provided by Trapeze Software Group. Other modules include CERT, COM, IVR, MON, WEB.

Passenger - Shall mean all persons, except the Vehicle Operator and cadet, transported by a vehicle operating Mobility service.

Passenger Injury - Shall mean an accident or incident during Mobility service where anyone other than the vehicle operator was injured or required medical attention and was transported to the hospital from the scene of the accident.

Passenger Mile - Shall mean the cumulative mileage of each passenger on board a vehicle from pick-up to drop-off, including taxi service.

Performed (P) – The state of origin or destination of a trip, or of a scheduled event, where the driver or dispatcher has entered a time in the “Perform” column in the Schedule Editor. For the destination leg of a trip, this is considered a “Completed Trip”.

Personal Care Attendant (PCA) - Individuals who accompany an ADA paratransit customer on a trip, at the same time and the same pick-up and drop-off locations but are needed by the customer for the customer to be able to make the trip, regardless of whether that assistance is performed in the vehicle and/or between the vehicle and the origin or destination. PCA fares are free.

Preventable Accident/Incident/Occurrence Incident - Shall mean any accident/incident/occurrence in which a Mobility Contractor employee fails to act in a reasonable, prudent, or expected manner to prevent it.

Productivity – Shall be defined as total trips divided by revenue hour minus lunch.

Pull-in - Shall mean the return of a Revenue Vehicle to the assigned garage upon completion of Mobility service.

Pull-out - Shall mean the departure of a Revenue Vehicle from the assigned garage to perform Mobility service.

Push-to-Talk (PTT) - Shall mean a press to transmit method of communication via two-way radio or other communication device using a momentary button to switch from voice reception mode to transmit mode.

Recovery Route - Shall mean an added route to the master run cut.

Replacement Run - Shall mean a "B" route created to replace an existing run that may have went out of service.

Reservations Agent - Shall mean the person who is responsible for answering phone calls promptly (keeping hold times to a minimum) and ensure Mobility reservations calls are completed accurately and all pertinent information is recorded.

Revenue Hours (Billable Hours) - The span of time when a vehicle is available for carrying passengers but excluding deadhead time to and from a vehicle storage location and lunches.

Revenue Miles - The miles travelled commencing with the arrival of the run at the first stop of the service day and ending with the last drop of the service day. Calculated by subtracting the First Stop odometer reading from the Last Drop odometer reading.

Revenue Service Start Date - Shall mean the date on which the Contractor begins initial operation of revenue service.

Revenue Vehicles - Shall mean the vehicles used by the Contractor to perform passenger transportation services required under this Contract.

Ridership - Shall mean the sum of all passengers over a designated timeframe.

Road Call - See 'Service Interruption'.

Run - A piece of work in dedicated service, bookended by a start and end time when the vehicle departs from the garage (or base or storage location) and returns to the garage, i.e., the piece of work that a driver performs between pull-out and pull-in. Trip requests are scheduled onto specific vehicle runs. Also called a “vehicle run.”

Safety Event – An event occurring on transit right-of-way, in a transit revenue facility, in a transit maintenance facility, or involving a transit revenue vehicle that can cause either: injury or death of an employee or customer; or damage to facilities, equipment, rolling stock or infrastructure that disrupts the operations of a transit agency. Types of events include collision of public transportation vehicles, derailment of a rail transit vehicle, fire, hazardous materials spill, acts of nature, and evacuation for life/safety reasons.

Same-Day Cancellation (CS) - Shall mean a customer-canceled trip request where the customer notified MDOT MTA on the day of service 120 minutes or more before the beginning of the negotiated pick-up window.

Scheduled (S) - The state of a Trip which is scheduled on to a run.

Scheduled Drop-Off Window - For trips booked with an appointment time, this shall mean the time during which a vehicle arriving at a customer’s drop-off location shall be considered on-time. Currently, the Scheduled Drop-Off Window is 30 minutes.

Scheduled Pick-Up Window - Shall mean the confirmed pick-up window negotiated by the Customer and the Reservations Agent and that appears on the manifest. Currently the Scheduled Pick-Up Window is 30 minutes.

Scheduled Productivity - Shall mean the optimized schedule attained from the batching process and system parameters.

Scheduler - Shall mean the person(s) responsible for creating efficient runs for Mobility service.

Serious Injury - An injury that requires hospitalization for more than 48 hours/within 7 days, fracture of any bone (except simple fractures of fingers, toes, or nose), severe hemorrhages, nerve, muscle, or tendon damage, involves any internal organs, or involves 2nd or 3rd degree burns, or any burn affecting more than 5% of the body surface.

Service Area - Shall mean the geographical area in which Mobility vehicles will operate within $\frac{3}{4}$ -mile of MDOT MTA fixed route services.

Service Day - Shall mean the period between 3:00 a.m. and 2:59 a.m. on the following day. (For purposes of these Technical Specifications, it is referred to as 03:00 to 02:59 or "core hours.")

Service Hours - The period commencing with the pull-out departure from base and ending with the pull in arrival at base. Calculated by subtracting the pull-out time from the pull-in time.

Service Interruption - Shall mean any event that terminates or suspends service or run and results in the next scheduled customer event (pick-up or drop-off) to be moved to another run. Service interruptions may be caused by environmental, vehicle, vehicle operator, customer, dispatch, or other internal and external factors that adversely impact delivery of Mobility service.

Service Mile -The miles travelled commencing with the pull-out departure from base and ending with the pull-in arrival at base. Calculated by subtracting the pull-out odometer reading from the pull-in odometer reading.

Service Delivery Provider - Shall mean a firm contracted to provide paratransit or other service, also known as a Contractor.

Service Ready - Shall mean that the vehicle is clean, mechanically, safe, and reliable, and all equipment and accessories are operable.

Site Closure Cancel (CC) – Shall mean trips marked as cancelled because the site was closed, normally because of an inclement weather event.

State – Shall mean the State of Maryland.

Stop(s) - The arrival of the run at a scheduled location with the intent to pick up a MobilityLink customer. A Stop may result in a pickup, a no show, or a cancel at door.

Supplemental Service - Service provided by the Contractor(s) beyond that which is provided with MDOT MTA-purchased and provided vehicles, excluding rental vehicles that have been specifically authorized in writing by MDOT MTA. Such supplemental service will be authorized by the MDOT MTA Director of Mobility in a written order.

Template - Shall mean the basic outline (or model) of a daily schedule, to include an existing body of runs with set pull-out and pull-in times, breaks, and subscription trips.

Trapeze (“Trapeze Application”, “Trapeze Software”) - Shall mean the core set of demand response transit software applications associated with Mobility service.

Trip - In the paratransit industry, a trip reflects a one-way and is usually synonymous with a “passenger trip,” which is a movement of a customer from origin to destination. A round trip consists of two trips. Productivity figures can vary depending on what type is or is not included. See Productivity.

Trip Identification (Booking Id) Number - Shall mean the individual number generated and assigned by the automated reservation and scheduling system when reserving a trip.

Trip Insertion - Shall mean trips not included in the Daily Manifest that are dispatched real-time to the vehicle operator.

Trip Movement - Shall mean trip order or run assignment changes within a vehicle operator’s Daily Manifest dispatched real-time to the vehicle operator.

Trip Productivity – Shall mean the total trips divided by revenue hour minus lunch.

Unauthorized Deviation from Manifest - Shall mean a deviation from the scheduled manifest for running errands and/or side trips for the customer that have not been scheduled and picking up or dropping off at a location other than the location listed on the manifest unless authorization is received from MOCC to deviate from the manifest.

Unscheduled (U) – The state of a Trip which is not scheduled on to a run.

User Error Cancel (CE) – Shall mean trips marked as cancelled because the user of the system entered a trip by mistake.

Valid Service Complaint - Shall mean a customer communication, which after investigation, reveals the subject of the complaint was not an issue outside of the potential control of the service delivery provider. (i.e. fare amount, type of vehicle, shared ride.).

2 General Requirements

2.1 Service Delivery Description

- 2.1.1 Mobility Service Delivery is currently contracted to two prime service Contractors, each providing approximately one half of the total service delivery based on trips. Each Contractor currently operates from their own garage location(s) within the service area and report directly to MDOT MTA. The MDOT MTA intends to have all service delivery provided by no less than three service Contractors and expects each Contractor to provide a relative proportion of service. MDOT MTA currently uses approximately five hundred vehicles to provide Mobility service, but may increase the number of vehicles to a maximum of six hundred throughout the course of this contract. The MDOT MTA reserves the right to modify the allocation of both vehicles and trips within the service delivery contractor pool based on Contractor service performance.
- 2.1.2 The Contractor(s) provide transportation service in conjunction with the MOCC Contractor and interfaces with MDOT MTA and the QA Contractor. The responsibilities include but are not limited to:
- Safe transportation for all customers and staff
 - Customer service
 - Garage facilities management
 - Fleet and equipment maintenance
 - Reporting and record keeping
 - Manifest reconciliation
 - Supplemental Service
 - Hiring, training, and management of all personnel involved in Service Delivery.
- 2.1.3 The Contractor(s) receive the scheduled trips from the Mobility Operations Control Center (MOCC). Currently the MOCC providers conduct scheduling and dispatch functions as well as provide dispatch control service on the street. The MOCC shall continue to be provided under a distinct separate Contract.
- 2.1.4 MDOT MTA expects seamless communication between the Mobility Operations Control Center (MOCC) and Contractor(s). The MOCC will provide daily schedules to Contractor(s) the evening before service. Real-time trips adjustments are communicated using in-vehicle technology and radios. In-vehicle technology uses Mobile Data Computer (MDC).
- 2.1.5 While MDOT MTA oversees all operations, each Contractor(s) is responsible for overseeing and monitoring all aspects of its own operations including on- street observations of Vehicle Operator performance; pull-out performance; maintenance of vehicles; accuracy and completion of data collection and reporting, and other aspects of the operation.
- 2.1.6 Contractor(s) shall have a detailed **Performance Monitoring and Improvement Plan (CDRL 0005)** that includes steps for correcting identified deficiencies. This plan shall

also include an employee performance, evaluation and disciplinary program and steps for overseeing vehicles maintenance.

2.2 General Scope of Work Requirements

- 2.2.1 The requirements for Successful MobilityLink service delivery operations include, but are not limited to the following:
- 2.2.1.1 Project Management: Fully supporting the transition between current and new service/operations provided under this RFP; and managing MobilityLink Service Delivery operations and maintenance.
 - 2.2.1.2 Providing MDOT MTA approved revenue supplemental service to meet peak demand.
 - 2.2.1.3 Providing fare collection for revenue service.
 - 2.2.1.4 Implementing management control systems and reporting.
 - 2.2.1.5 Developing, implementing, and enforcing operating procedures.
 - 2.2.1.6 Daily, weekly, monthly, and annual operations reporting.
 - 2.2.1.7 Managing insurance coverage for auto liability claims.
 - 2.2.1.8 Providing workers compensation and any commercial insurance coverage.
 - 2.2.1.9 Providing turnaround on complaints in accordance with MDOT MTA Policy.
 - 2.2.1.10 Response to incidents and injuries, thorough investigations, and corrective actions for prevention.

2.3 Project Meetings

The Contractor(s) shall participate in regular coordination and status meetings throughout the life of the contract. Meeting topics may range from general status updates to key discussions and decision making.

2.3.1 Project Kick-Off Meeting

- 2.3.1.1 No later than 10 calendar days following NTP, the Contractor shall participate in a kick-off meeting to be held at the agency's office. A virtual meeting may be used in lieu of an in-person meeting at the discretion of the MDOT MTA. Zoom is not an allowable technology for any teleconference meetings held with the agency.
- 2.3.1.2 The Contractor shall work with the agency to assemble an agenda for the meeting that covers the following topics at a minimum:
 - Introductions of key agency and Contractor(s) points of contact
 - Review of project roles and responsibilities
 - Reviews of Contractor(s) scope of work
 - Presentation of the Contractor(s) plans for mobilization and start-up

2.3.2 Progress Meetings

2.3.3 Weekly Project Coordination Meetings

The purpose of weekly project coordination meetings is to provide a standing forum for items and topics to be discussed, and decision that need to be made which

cannot be held until monthly progress reviews. Other ad-hoc meetings may also be necessary to facilitate the Contract

2.3.3.1 The Contractor shall prepare and submit to MDOT MTA for review and approval an agenda and project status report at least two (2) business days prior to all weekly coordination meetings. The status report must include a timeline of activities and deliverables completed since the last meeting, deliverables that will be completed in the next calendar month, and a detailed explanation and mitigation for any deliverables that are delayed.

2.3.3.2 The Contractor's General Manager will be present during all weekly coordination meetings and shall be responsible for documenting minutes for each weekly coordination meeting.

2.4 General Staffing Requirements

The Contractor(s) shall provide the following:

- 2.4.1 Employee recruiting, selection, training, placement, and retention.
- 2.4.2 Administer an FTA-compliant Drug and Alcohol Testing Program.
- 2.4.3 Street supervisors for on-street service monitoring.
- 2.4.4 Provide staff to coordinate and work with the QA Contractor on audits and information requests.
- 2.4.5 Provide customer complaint investigation and resolution assistance.

2.5 General Facility Requirements

The Contractor(s) shall provide the following:

- 2.5.1 Garage with the capacity to store up to 200 – 260 vehicles.
- 2.5.2 Vehicle Operator Dispatch functions.
- 2.5.3 Yard dispatch functions.
- 2.5.4 Pull Out/Pull In functions.
- 2.5.5 Full-service Maintenance shop with equipment.
- 2.5.6 Training including technicians.
- 2.5.7 Parking lot access control security (24/7).
- 2.5.8 Garage access control.
- 2.5.9 Include MDOT MTA in the Assignment Provisions for any property lease.
- 2.5.10 Power back-up provisions adequate to perform all mission critical systems and equipment.

2.6 Vehicle Management Requirements

The Contractor(s) shall provide the following:

- 2.6.1 Fuel management and vehicle fueling services on site.
- 2.6.2 Preventive and corrective maintenance.
- 2.6.3 Parts and materials.
- 2.6.4 Vehicle cleaning.
- 2.6.5 Warranty administration.

2.6.6 Road service response capability and towing.

2.7 Mobility Operating Policies

2.7.1 MDOT MTA has established policies and procedures that apply to MobilityLink Service including, but not limited to:

- 2.7.1.1 Customer Guide to Mobility.
- 2.7.1.2 Mobile/Electronic Devices/Zero Tolerance Cell Phone.
- 2.7.1.3 Origin to Destination Policy.
- 2.7.1.4 No-Show & Late Cancellations.
- 2.7.1.5 No-Show Validation.
- 2.7.1.6 Trip Rebook.
- 2.7.1.7 Inclement Weather.
- 2.7.1.8 Emergency Preparedness.
- 2.7.1.9 Dress Code.
- 2.7.1.10 Operator Protocols.
- 2.7.1.11 Mobility Vehicle Accident/Incidents.
- 2.7.1.12 Incident Notifications.
- 2.7.1.13 Subscription Trips.
- 2.7.1.14 Manifest Procedures.
- 2.7.1.15 Trip Data Editing.
- 2.7.1.16 Mobility Complaint Handling and Resolution.

2.7.2 Policies and procedures are periodically modified based on service needs and MDOT MTA expects to modify policies to reflect these service needs and Mobility operational structure.

2.8 Service Levels

2.8.1 The MDOT MTA may occasionally adjust the permanent service level (e.g., number of runs available) during all or some hours to maintain its policy of zero denials and to maximize productivity.

2.8.2 MDOT MTA/MOCC monitors incoming trip requests and may adjust service when appropriate (especially during peak hours).

2.8.3 MDOT MTA/MOCC will notify the Contractor(s) of such changes in advance when possible.

2.8.4 Contractor(s) shall be responsible for ensuring appropriate resource adjustments.

2.8.5 For reference purposes, only, RFP Appendix 7 contains information about existing service levels, as well as projections based on historical data. Information includes the operational data of Mobility ridership for April 2019 through April 2020. MDOT MTA makes no guarantees of any kind regarding future service levels.

2.9 Other duties, as assigned

The Contractor(s) shall provide other duties, as assigned, including but not limited to:

- 2.9.1 Participate in Community Outreach.
- 2.9.2 Distribute Service Bulletins; communicate service changes with other mediums.

2.9.3 Support of MDOT MTA special projects as assigned.

2.10 MDOT MTA-Provided Support

2.10.1 As part of this Contract, MDOT MTA anticipates providing support for the following elements:

- 2.10.1.1 Policy direction.
- 2.10.1.2 Provide program and contract management, and oversight of all Contractors' activities.
- 2.10.1.3 Evaluate Contractor(s) compliance with applicable federal regulations governing the provision of ADA paratransit service, Federal Drug and Alcohol Testing Program, and National Transit Database reporting requirements.
- 2.10.1.4 Provide annual updated estimates of service demand if requested.
- 2.10.1.5 Make final determination of on-time performance and all other performance standards, indicators, and results.
- 2.10.1.6 Provide access as necessary to the Trapeze system and other enterprise technology systems for limited use by the Contractors, subject to MDOT MTA approval and as specified otherwise in this RFP.
- 2.10.1.7 Provide fuel reimbursement for MDOT MTA revenue fleet operations.
- 2.10.1.8 Perform checks on dedicated vehicle maintenance (as determined by MDOT MTA).
- 2.10.1.9 Monitor Contractor(s)' performance, service quality, and traffic checking.
- 2.10.1.10 Monitor Contractor(s)' complaint investigation and resolution requirements.
- 2.10.1.11 Provide public and media relations sole point of contact and coordinated support.
- 2.10.1.12 Maintain timely payment for services.
- 2.10.1.13 Determine customer eligibility.
- 2.10.1.14 Perform customer complaint intake for escalated complaints.
- 2.10.1.15 Audit financial and performance data for all charged expense, statistics, and overhead/allocations.
- 2.10.1.16 Provide initial in-vehicle technologies (MDCs and possibly radios).
- 2.10.1.17 Planning and Policy.
- 2.10.1.18 The MDOT MTA is responsible for establishing policies and procedures; planning for the operation of Mobility, including the right to determine and modify, as the MDOT MTA determines necessary, the following:
 - Setting Service Parameters – This shall include service hours and days, service area, on-time window, waiting time and all other parameters that guide the service.
 - Eligibility of Customers – The MDOT MTA is the sole determinant of eligibility. Eligibility shall be determined based on ADA and MDOT MTA guidelines.

- Fare Policy – The MDOT MTA shall determine the fare policy and shall identify those required to pay the fare. The MDOT MTA reserves the right to use tickets, Smart Cards, mobile tickets, or passes as necessary.

2.10.1.19 Operations Oversight

- Announced and unannounced inspections of vehicle facilities.
- Announced and unannounced audits of preventive maintenance inspections (PMI) performance.
- Monitoring of the adequacy and conducting of repairs.
- Conducting pull-out inspections at least once per month.
- Safety oversight including announced and unannounced safety audits.

2.10.1.20 The MDOT MTA shall set vehicle standards.

2.11 MDOT MTA-Furnished Facilities and Equipment

2.11.1 MDOT MTA will provide revenue service vehicles (See **Appendix 9**).

2.11.2 The MDOT MTA shall provide transponders for required tolls within in the service area. The Contractor(s) shall be responsible for all fees and costs related to tolls incurred for Service Delivery. Contractor(s) should not reroute vehicles to avoid tolls. The Contractor(s) is responsible for violation fees associated with vehicles being operated without transponders.

2.12 Alcohol and Drug Testing

2.12.1 This Contract is subject to a Drug and Alcohol Testing Program consistent with 49 CFR Parts 40, 653 and 654. Additional information regarding this program is contained in the Special Provisions.

2.12.2 The Contractor(s) is required to be 100 percent compliant with the FTA Drug and Alcohol Program, including but not limited to 100 percent compliance with pre-employment, random, post-accident, and reasonable suspicion testing.

2.13 Transition Support

2.13.1 There are two transition periods associated with this Contract.

2.13.2 Transition-In occurs when the new Contractor(s) prepare for and begin providing services.

2.13.3 Transition-Out occurs upon expiration and/or termination of the Contract.

2.13.4 The Contractor(s) shall assist the MDOT MTA, and any successor Contractors, as may be required to affect a smooth transition to new Contractors.

2.14 Corporate Support

2.14.1 Each Contractor selected shall provide its local Contractor team with regional and corporate support sufficient to ensure that start-up and on-going requirements are met.

2.14.2 Specific support is required to ensure that financial accounts and service reporting processes are established and provided in a manner acceptable to the MDOT MTA Inspector General and to meet service performance standards.

- 2.14.3 The Contractor(s) shall be required to provide financial statements and other financial information and/or documentation as requested by the MDOT MTA Office of the Inspector General.
- 2.14.4 Other types of corporate support required include, but are not limited to, corporate support of the local Contractor team in areas such as safety, procurement, vehicle specification, operations, training, I/T, maintenance, and service management.

2.15 Union Negotiations

- 2.15.1 In the event the Vehicle Operator's Union contract ends before a new Union contract is in place, the Contractor(s) shall provide a Union Contract Extension one week prior to the end of the contract to the MDOT MTA Contract Administrator valid for a three-week time frame.
- 2.15.2 If the Union contract is not ratified and signed by the end of two weeks, a new Union Contract Extension shall be signed and provided to the MDOT MTA at least three days prior to the end of the last Union Contract Extension.
- 2.15.3 The extensions shall be provided in this manner until the new ratified Union Contract is given to the MDOT MTA Contract Administrator.
- 2.15.4 The Contractor(s) shall agree to this provision in its Technical Proposal. The Contractor(s) shall provide the MDOT MTA with a list of union contracts currently in place and date of expiry as part of its proposal. The Contractor shall ensure the Union gives reasons for not ratifying any agreement.

2.16 Drug and Alcohol-Free Workplace

- 2.16.1 The Contractor(s) shall maintain a workplace free of drug and alcohol abuse during the term of the contract. To this end, COMAR 21 .11.08 provides guidance. This is referenced in Attachment B - Bid/Proposal Affidavit. This is in addition to the stringent FTA requirements of 49 CFR Parts 40 and 655 which address drug and alcohol prevention concerning safety-sensitive functions and employees.
- 2.16.2 Purchasing, having in possession, or consuming illegal drugs or alcoholic beverages while in uniform shall not be permitted.
- 2.16.3 The Contractor(s) shall terminate any employee that purchases, has in possession, or consumes drugs or alcoholic beverages while on duty and/or performing services for the MDOT MTA.

2.17 Start Up Plan/Transition Plan

- 2.17.1 General
 - 2.17.1.1 The existing Service Delivery is fully staffed and located at various locations. Many of the functions are mission critical to daily operations meaning that the processes require seamless transition from existing Contractor(s) and related work to new service as Service Delivery Contractor.
 - 2.17.1.2 There is a transition period that shall occur with implementation of service that results from contracts negotiated with this procurement, and there is a transition period that shall occur at the end of the contract that results from this procurement.

- 2.17.1.3 MDOT MTA will determine the date and time for transition of Service Delivery.
- 2.17.2 Contractor Transition Plan
 - 2.17.2.1 The Contractor(s) shall develop and submit for MDOT MTA review and approval a **Start-Up and Transition Plan (CDRL 0006)**.
 - 2.17.2.2 The Start-Up and Transition Plan shall include plans for hiring and training all staff such that all positions are filled, and staff are fully trained no less than five business days prior to the first day of revenue service.
 - 2.17.2.3 The Start-Up and Transition Plan shall include plans for occupying facilities and establishing utilities, telephones, network connectivity, etc. at least thirty days prior to the first day of revenue service.
 - 2.17.2.4 The Start-Up and Transition Plan shall include plans for receipt, initial inspection, and repair of vehicles.
- 2.17.3 Workforce Recruiting
 - 2.17.3.1 The Contractor(s)' Start-up and Transition Plan shall include a plan to recruit, hire and train service delivery employees without interfering with the current service.
 - 2.17.3.2 If the incoming Contractor(s) recruits existing Contractor employees, the MDOT MTA must be assured that those employees continue to work for the existing Contractor until the new service starts.
 - 2.17.3.3 All current staffing levels must be maintained throughout the Start-up and Transition period.
 - 2.17.3.4 The Start-up and Transition plan shall also detail how the contractor will transition ensuring that there is no degradation of service during the start-up and transition period.

2.18 Transition Out

- 2.18.1 The Contractor(s) shall cooperatively participate in the transition of this service to a new Contractor at the end of the contract term.
- 2.18.2 The Contractor(s) shall work with MDOT MTA to decide on the project timeline prior to such replacement and/or additional Contractor(s) starting.
- 2.18.3 The Contractor(s) shall participate in the smooth transition of service in such a manner as to ensure the transition results in minimum service disruption to operations.
- 2.18.4 Participation in the required transition out shall include, but is not limited to:
 - 2.18.4.1 Attending transition meetings.
 - 2.18.4.2 Transferring records.
 - 2.18.4.3 Providing access to property and/or vehicles.
 - 2.18.4.4 Inspection and certification of vehicles (as determined by the MDOT MTA).
 - 2.18.4.5 Transfer of all electronic, communication devices and equipment.
 - 2.18.4.6 Transition responsibilities for fueling facilities.

- 2.18.4.7 The transition period shall be defined as the 120-day period prior to the end of the current contract term and the subsequent contract implementation of service date.
- 2.18.4.8 During the transition period, MDOT MTA will conduct meetings, as deemed necessary by the MDOT MTA, with the incumbent contractor(s) and new contractor(s) to discuss specific operations, records, and other transition events and the timeframe in which they shall occur.
- 2.18.4.9 As requested by the MDOT MTA, the incumbent shall make pertinent records and equipment (including vehicles) accessible to both MDOT MTA and the new service delivery provider within three days of MDOT MTA's request.
- 2.18.4.10 The Contractor(s) shall submit a detailed **Transition Out Plan (CDRL 0007)** plan to the MDOT MTA for review and approval.

3 Personnel Requirements

3.1 General Personnel Requirements

- 3.1.1 All Contractor(s) employees shall conduct themselves in a professional, courteous manner while on duty or wearing a company uniform. The MDOT MTA reserves the right to remove Contractor(s) employees from MDOT MTA service if found violating appropriate conduct.
- 3.1.2 The Contractor(s) shall comply with all applicable state and federal laws, regulations, rules, and procedures. This includes but is not limited to, those regarding employer's liability, worker's compensation, unemployment insurance and other forms of social security and with respect to withholding of income tax, state disability insurance and any other proper withholding from wages of employees, and FTA Drug and Alcohol Regulations. The Contractor(s) is responsible for all training except where otherwise specified in this RFP.
- 3.1.3 The Contractor(s) is required to offer health insurance for its full-time employees.
- 3.1.4 Key Staff General Requirements
- 3.1.4.1 All Key Management staff shall be on-site and dedicated 100% to providing service under this Contract.
- 3.1.4.2 Key Staff may not be removed by the Contractor(s) without written notification to the MDOT MTA in accordance with RFP Section 3.11 Substitution of Personnel.
- 3.1.4.3 Should any Key Staff need to be replaced, MDOT MTA reserves the right to approve the proposed replacement individual and to require an interview with the proposed replacement, as well as a resume and references.
- 3.1.5 The Contractor(s) shall submit a **Detailed Staffing Plan (CDRL 0008)** to the MDOT MTA for review and approval. The Detailed Staffing Plan shall include, but is not limited to:
- 3.1.5.1 A description of the Contractor's approach, including percentage of staff in relation to demand forecasts as appropriate and specific measures including but not limited to trips, hours, vehicles, and runs.
- 3.1.5.2 A description of the Contractor's approach to minimizing turnover and handling work slowdown or stoppage situations.
- 3.1.5.3 A description of the Contractor's contribution to benefits and employees' contribution to benefits.
- 3.1.5.4 A description of the Contractor's procedures for monitoring and reporting if any Operator, after being determined qualified and hired is:
- Charged with any traffic violation which results in points or a felony offense,
 - No longer meets the Operator requirements of this Contract, or
 - Otherwise has restrictions imposed by State law.

- 3.1.6 The Contractor(s) shall perform an analysis of trips performed with respect to staffing required to support the Service Delivery scope of services. Analysis shall include projected demand based on the high and low range historical/estimated data for April 2019 through April 2020 (See RFP Appendix 7, Historical Data).
- 3.1.7 The Contractor(s) shall conduct and submit an analysis of maintenance personnel staffing levels and develop and submit a **Maintenance Personnel Staffing Plan (CDRL 0009)** to the MDOT MTA for review and approval.
- 3.1.8 The Contractor(s) shall develop and submit to the MDOT MTA a **Contractor Staff Directory (CDRL 0010)** that includes office, cell phone, and home phone numbers for all Key Management Staff assigned to this Contract or who have a direct role of Contract functions. In addition, the Contractor(s) shall provide the same information for any senior management personnel to whom these individuals directly report.

3.2 English Proficiency

- 3.2.1 Each employee must be sufficiently versed in the English language to be able to communicate effectively, both orally and in writing, with MDOT MTA staff and Mobility customers when performing their assigned responsibilities.
- 3.2.2 All employees providing services under this contract shall be able to comprehensively understand questions asked by customers and MDOT MTA staff and respond in English in a clear, coherent, and understandable manner.
- 3.2.3 Any employees found to have insufficient command of the English language, as deemed by the MDOT MTA, shall be reported to the Contractor(s) for immediate replacement.
- 3.2.4 The MDOT MTA encourages the employment of multi-lingual employees.

3.3 Hiring and Training of Personnel

- 3.3.1 The Contractor(s) is responsible for recruiting, selecting, training, supervising, and retaining all Contractor(s) employees.
- 3.3.2 The Contractor(s) shall be aware that employees of the current contractors are represented by collective bargaining agreements.
- 3.3.3 No personnel shall begin safety sensitive work under this Contract without verification of completion of a successful background check and results of pre-employment alcohol and drug testing.
- 3.3.4 The Contractor(s) is responsible for all pre-employment and annual background checks including criminal court searches and social security number verifications for all employees. Costs associated with these processes will be the responsibility of the Contractor(s).

3.4 Workforce Requirements

- 3.4.1 The Contractor(s) shall provide an experienced and high-quality workforce for MobilityLink service that is highly motivated and understands the region's transportation network and traffic flows. The Contractor(s) are encouraged to provide a work environment that minimizes turnover.

- 3.4.2 The Contractor's staff shall always present themselves and carry out their functions in a highly professional manner befitting their role of customer service representatives.
- 3.4.3 The Contractor(s) shall employ methods that will ensure a positive public perception of MDOT MTA and utilize industry standard practices and guidelines for world class customer service.

3.5 Prohibition of Employees Working for Multiple Contractors

- 3.5.1 Employees working under this Contract are not permitted to work for more than one Contractor providing services under this Contract.
- 3.5.2 The Contractor(s) shall maintain a staff roster and submit staffing level reports and other lists, as specified in Section 12 Data Administration and Reporting Requirements, to the MDOT MTA.
- 3.5.3 Employees who are terminated by their respective employer or are otherwise removed from providing MobilityLink service may not be hired by another Contractor working under this Contract.

3.6 Right to Remove Employees

- 3.6.1 The MDOT MTA acknowledges that the Contractor(s) has the right and obligation to hire, train and dismiss personnel to carry out the Contract requirements.
- 3.6.2 Performance deficiencies noted by the MDOT MTA on the part of a Contractor's employee(s) shall be brought to the Contractor's attention, and the Contractor(s) shall take immediate corrective action to cure the deficiency.
- 3.6.3 By assigning a person to work under this Contract, the Contractor(s) agrees to be responsible for the behavior of that person during Contract performance and acknowledges that any persons assigned to work under this Contract must perform their duties so as not to unduly impair Contractor performance.
- 3.6.4 The Contractor(s) shall assume all liability and agree to hold MDOT MTA harmless from any subsequent claims or actions on behalf of the employee(s).
- 3.6.5 Contractor(s) personnel shall not be deemed employees of MDOT MTA at any time.
- 3.6.6 The MDOT MTA reserves the right to require that the Contractor(s) remove any of the Contractor(s) or subcontractor's employees from service on the MDOT MTA contract for any reason, including but not limited to:
 - Excessive documented complaints,
 - Rudeness, or
 - Other inappropriate behavior, appearance, or accident/incident.
- 3.6.7 Upon receipt of written notice from MDOT MTA that an employee's behavior is unduly impairing Contract performance, the Contractor(s) agrees to remove that person from providing services under this Contract, and to cause that person to be removed from the worksite.
- 3.6.8 The Contractor(s) agrees that it is not entitled to any additional costs it may incur because of the removal of the person named by the MDOT MTA.

3.7 Essential Employee Status

- 3.7.1 All Contractor(s) personnel are deemed to be essential employees during severe weather and declared emergencies.
- 3.7.2 The level of service provided during inclement weather and declared emergencies shall be at the discretion of the MDOT MTA.

3.8 Key Staff

The Contractor(s) shall provide the following Key Management Staff, who may not be removed by the Contractor(s) without written notification to the MDOT MTA in accordance with RFP Section 3.11 Substitution of Personnel.

3.8.1 Key Staff – General Manager

3.8.1.1 Required Education and Experience

The General Manager must possess a bachelor’s degree from an accredited college or university (Required education may be substituted on a year for year basis with four (4) additional years of public transit management experience). The General Manager must have a minimum of eight (8) years of transportation management experience and at least five (5) years of experience with an ADA paratransit operation of similar size to MDOT MTA paratransit services.

3.8.1.2 Job Descriptions

The General Manager shall work to direct the day-to-day operations of the Contractor(s). The duties of this position involve daily communication and interaction with maintenance, operations, safety and training, systems, and administrative areas. The General Manager shall organize and conduct activities to assure safe, cost effective and on-time operations. The General Manager shall meet with the MDOT MTA at least weekly to discuss all matters relating to the Contractor’s responsibilities. The General Manager shall be responsive to the MDOT MTA and is responsible for timely submittal of deliverables. The General Manager shall be available when requested by MDOT MTA for attendance at meetings with the public, advisory groups, MDOT MTA committees, or other meetings as required.

3.8.1.3 The General Manager’s responsibilities include, but are not limited to:

- Safe operations and compliance with all Federal, State, and MDOT MTA safety policies and procedures.
- On-Time performance, productivity, and performance.
- Clearly communicating and establishing Mobility strategies and procedures at various levels.
- Providing feedback regarding operation of Service Delivery including maintenance, operations, performance, and goal setting.
- Demonstrating sound management of ADA policies.
- Implementing service delivery operating systems, procedures, and policies to include implementation, development, and improvement to achieve overall goals of MDOT MTA.

- Managing the service delivery team and directing staff activities for the achievement of performance targets and goals.
- Monitoring team performance to ensure that performance targets and goals are met in support of MDOT MTA's mission.
- Providing leadership and management to employees.
- Being knowledgeable of ADA regulations and ADA complementary paratransit operations.
- Meeting with the MDOT MTA as required.
- Influencing positive employee morale and quality customer service.
- Monitoring daily system performance.
- Participating in analysis and review of operating performance.
- Review and submittal of reports.
- Working cooperatively with other Service Delivery Contractors, the MOCC Contractor, the QA/QC Contractor, and the MDOT MTA.

3.8.2 Key Staff – Maintenance Manager(s)

3.8.2.1 Required Education and Experience

The Maintenance Manager(s) shall possess, at a minimum a high school diploma or equivalent. The Maintenance Manager shall possess at least eight years of mechanical experience and a minimum of five years of experience in maintenance supervision (Formal education beyond high school is desirable and may be substituted on a year for year basis for up to two years of the experience requirement. The Maintenance Manager(s) must be licensed to operate a transit vehicle in the State of Maryland and must possess a minimum of three ASE certifications from the 'A', 'S', 'H', or 'T' ASE Certification Test Series. The Contractor(s) shall ensure background checks, fingerprinting and MVA records have been sent to the MDOT MTA Contract Administrator for prior to any employee starting on-road training and performing MDOT MTA service. Obtaining background checks, fingerprinting and MVA records are the responsibility of the Contractor(s) at no additional cost to the MDOT MTA.

3.8.2.2 Job Description

The Maintenance Manager(s) is responsible for all aspects of vehicle maintenance. The Maintenance Manager oversees the on-going development, implementation, and oversight of the Vehicle Maintenance Program. The Maintenance Manager shall ensure maintenance and operational personnel have the resources needed to resolve any problems that occur.

3.8.2.3 The Maintenance Manager(s) responsibilities include, but are not limited to:

- Responsive to MDOT MTA and responsible for timely submittal of deliverables.
- On-time performance, productivity, and performance.

- Ensuring that the maintenance division is compliant with all local, state, and federal environmental laws.
- Ensuring an effective warranty program is in place at divisions which have vehicles that are under warranty for recovery of all parts and labor.
- Ensuring all factory recalls are implemented in a timely manner.
- Ensuring preventative maintenance schedule requirements are met.
- Ensuring that required maintenance information is entered into Maximo in a timely fashion.
- Ensuring that the fueling supply program is operated accurately and without interruption.
- Meeting with the MDOT MTA as required.
- Working cooperatively with other Service Delivery Contractors, the MOCC Contractor, the QA/QC Contractor, and the MDOT MTA.
- Maintaining mileage balance between vehicles ensuring consistency of miles driven.
- Ensuring all video, radio, and communications devices are in working order.
- Ensuring all required maintenance records, including DVIs are complete, accurate, up-to-date, and submitted as required.

3.8.3 Key Staff – Operations Manager

3.8.3.1 Required Education and Experience

The Operations Manager shall possess, at a minimum, a high school diploma or equivalent. The Operations Manager shall possess at least five years management experience in transportation and at least three years of experience in ADA paratransit operations of a similar size to the MDOT MTA. (Formal education beyond high school is desirable and may be substituted on a year for year basis for up to two years of the management experience requirement.) The Operations Manager shall possess experience with scheduling, personnel management, ADA customer service, and high demand paratransit delivery and possess a high level of customer focus. The Operations Manager shall be skilled with MS Office products including Word and Excel and shall also be proficient in using Trapeze Pass.

3.8.3.2 Job Description

The Operations Manager controls the daily operation of the service, in compliance with the policies and procedures of the MDOT MTA. The Operations Manager will be responsible for overseeing daily system performance in all functions of operations, including the dispatch, scheduling, documentation, maintenance, internal quality assurance functions, and safety. The Operations Manager will be the primary lead working with the MOCC and dispatch controls managers and shall interface with the QA/QC staff and resolve complaints. The Operations

Manager will also work with the training team to ensure that professional high-quality customer service is emphasized and reinforced in all phases of service to Mobility customers.

- 3.8.3.3 The Operations Manager’s responsibilities include, but are not limited to:
- Responsiveness to the MDOT MTA.
 - Timely submittal of deliverables.
 - On-time performance, productivity, and safety.
 - Oversight of daily operations.
 - Ensuring vehicle operator training, attendance, and discipline.
 - Preparing reports.
 - Meeting with MDOT MTA as required.
 - Working cooperatively with other Service Delivery Contractors.
 - Responsiveness to the QA/QC Contractor and MOCC Contractor staff and management.

3.8.4 Key Staff – Information Technology (IT) and Communications Manager

3.8.4.1 Required Education and Experience

The IT and Communications Manager shall possess at least an Associate Degree in an IT management or related field (Formal education beyond an associate degree is desirable and may be substituted on a year for year basis for a portion of the experience requirement). The IT and Communications Manager shall possess at least five years of experience in information systems technology and at least three years of management experience. The IT and Communications Manager shall possess thorough knowledge of information systems methods and practices, be proficient in report writing using SQL report writer or equivalent and be able to utilize Trapeze tools (Real-Time views and Viewpoint).

3.8.4.2 Job Description

The IT and Communications Manager monitors all equipment and troubleshoots areas of concern when required, provides support for desktop and in-vehicle systems, and serves as the primary liaison to IT vendors, the MOCC Contractor’s IT corporate support team, and the MDOT MTA. The IT and Communications Manager maintains security, functionality, data integrity, and recommends application improvements and performs acceptance testing in test environments. The IT and Communications manager act as custodian for all MDOT MTA owned MDC assigned to the contractor and oversees all aspects of the MDC functionality.

3.8.4.3 The IT and Communications Manager’s responsibilities include, but are not limited to:

- Interacting with MDOT MTA and other Contractors to resolve IT-related issues.

- Providing after hours, weekend, and remote support for Mobility contractors that need access to Service Delivery systems.
- Ensuring all MDOT MTA owned vehicles are always equipped with a functional MDC.

3.8.5 Key Staff – QA/QC Manager

3.8.5.1 Required Education and Experience

The QA/QC Manager shall possess a bachelor’s degree or equivalent combination of education, training, and experience. The QA/QC Manager shall have a minimum of three years of QA/QC management experience in a paratransit organization. The QA/QC Manager shall have effective oral and written communication skills, excellent interpersonal skills and be able to effectively communicate with all levels of management including both internal and external partners. The QA/QC Manager shall have experience with quality metrics reporting, knowledge of MS Office Suite and knowledge of Trapeze software.

3.8.5.2 Job Description

The QA/QC Manager shall manage the Quality Assurance function for the Contractor(s) and will act as a central point of contact for quality needs across the Contractor’s organization. The QA/QC Manager will work with the Training Manager and the MDOT MTA QA/QC Provider to develop coaching strategies for Operators and Service Delivery Provider staff.

3.8.5.3 The QA/QC Manager’s job responsibilities include, but are not limited to:

- Oversight of all data gathering, reconciliation, and reporting.
- Ensuring that all submittals are accurate and submitted on time. in accordance with the contract

3.8.6 Key Staff – Training Manager

3.8.6.1 Required Education and Experience

The Training Manager shall possess a bachelor’s degree in education, instructional design, or a similar discipline. (A high school diploma or GED and four years of training program administration experience may be substituted on a year for year basis for the required education.) The Training Manager shall possess a minimum of five years of experience in the development, administration, and/or implementation of large-scale training programs, with specific experience in transit/mobility paratransit operations. This experience shall include at least three years in a middle manager or higher-level capacity, responsible for leading and ensuring a qualified and well- trained workforce.

3.8.6.2 Job Description

The Training Manager shall plan, assess, and evaluate the Contractor’s training program. The Training Manager shall manage the performance of the Contractor’s training to ensure the effective and responsive delivery of services to managers and other employees. The Training Manager shall

design, develop, implement, and evaluate technical operations training for all levels of Contractor(s) staff to support their competency in areas that are critical to the organization and to equip staff with the required skills to achieve the MDOT MTA's quality and customer service goals. The Training Manager shall provide broad scope review, analysis, and assessment of Mobility policies, procedures, programs, and organization structure and alignment in terms of effectiveness, quality of service, and best practices. The Training Manager shall assess and identify opportunities to improve current training programs and shall develop and implement an effective tracking system for training and delivery completion.

- 3.8.6.3 The Training Manager's responsibilities include, but are not limited to:
- Development and implementation of the Contractor's training plan.
 - Development and maintenance of Employee training records.
 - Ensuring that all employee training and qualifications are kept current.

3.8.7 Key Staff – Safety Manager

- 3.8.7.1 The Safety Manager shall possess a bachelor's degree in Transportation, Public Safety, Risk Management, or related discipline. The Safety Manager must be WSO certified (CSM Preferred/CSSD Acceptable). The Safety Manager shall possess a minimum of ten years of experience in direct safety related supervision, five of which must be specific safety related experience in a public transportation setting. The Safety Manager must possess three years of senior management experience managing a transportation safety department overseeing at least three hundred operators and a fleet of at least one hundred vehicles (one year of this experience must be in a paratransit environment).

Safety Manager SHALL possess the following FTA Transit Safety Institute certifications and/or training:

- Transit Safety and Security Professional (TSSP-Bus)
- SMS Awareness
- Safety Assurance
- SMS Principles for Transit
- Effectively Managing Transit emergencies
- Transit Bus System Safety
- Fundamentals of Bus Collision Investigation
- Instructor's Course for Transit Trainers

The Safety Manager should also possess a minimum of four (4) of the following FTA Transit Safety Institute certifications and/or training:

- Transit Supervision Certification
- Substance Abuse Management and Program Compliance

- Curbing Transit Employee Distracted Driving
- Transit Bus Nomenclature
- Fatigue and Sleep Apnea Awareness for Transit Employees
- Reasonable Suspicion and Post-Accident Testing Determination Seminar
- Advanced Problems in Bus Collision Investigation
- Transit Industrial Safety Management
- Roadmap to Drafting an Agency Safety Plan for Bus Agencies

3.8.7.2 Job Description

The Safety Manager will develop and administer a safety program that results in continuous improvements in preventable accident frequency, total accident frequency, customer injury rate, and coaching effectiveness. The Safety Manager will work to reduce collision claim cycle time by shortening the span between date of loss and return to service and will ensure that total loss determinations are made within thirty days and offers are made within forty-five days. The Safety Manager will interface with MDOT MTA Mobility Management and the MDOT MTA Safety and Risk Management Group (Transit Claims Group) on a regular basis. The Safety Manager will work with the Training Manager to develop, train, mentor and oversee a staff of professional Road Supervisors ensuring 100% accuracy in incident reporting and maintain a thirty minute or less Road Supervisor response time. The Safety Manager will coordinate with the Vehicle Maintenance Manager and Training Manager to ensure that all relevant employees are properly and regularly trained in lift safety, fuel transfer safety and right to know HAZMAT training.

3.8.7.3 The Safety Manager's responsibilities include, but are not limited to:

- Timely claims management.
- Preparation and certification of reporting to include safety related performance metric reporting and incident response reporting.
- Presenting safety reports in monthly and weekly service delivery provider meetings.
- Coordination with other service delivery providers to ensure consistent daily safety messaging.
- Providing oversight of the on-board safety monitoring system.

3.8.8 Key Staff – Customer Service Manager

3.8.8.1 Required Education and Experience

The Customer Service Manager shall possess a bachelor's degree or equivalent combination of education, training, and experience. The Customer Service Manager shall have a minimum of five years of customer service management experience in a paratransit service organization or call center environment. The Customer service manager

shall have effective oral and written communication skills, excellent interpersonal skills, and be able to effectively communicate with all levels of management including both internal and external partners. The Customer Service Manager shall have experience developing effective customer service procedures.

3.8.8.2 Job Description

The Customer Service Manager will manage the PASSCOM Feedback investigative and response process for the Contractor(s) and will act as the central point of contact for customer service needs across the Contractor's organization.

3.8.8.3 The Customer Service Manager's responsibilities include, but are not limited to:

- Maintenance of accurate records and documents.
- Attendance at all CACAT meetings and other public meetings as required by MDOT MTA.
- Oversight of all customer service-related inquiries.
- Tracking complaint trends and identifying repeat offenders.

3.9 Additional Contractor Supervisory Staff

The Contractor(s) shall provide an adequate number of supervisory staff to ensure effective daily communication with vehicle operators.

3.9.1 Required Education and Experience

Supervisory staff shall possess a high school diploma or equivalent and a minimum of three years of successful transportation supervisory experience. Supervisory staff shall possess a high level of customer focus and proficient use of Trapeze PASS. Supervisory staff shall demonstrate effective use of two-way radio and telephone communications.

3.9.2 Job Description

Supervisory staff shall be responsive to MDOT MTA and will continually monitor service and make proactive adjustments to maximize performance and productivity. Supervisory staff will also work cooperatively with other Service Delivery contractors. Supervisory staff shall ensure emergency situations are handled per MDOT MTA policy and with proper notification and documentation.

3.9.3 Supervisory staff responsibilities include, but are not limited to:

- On-time performance, productivity, and service.
- Supervisory functions related to Service Delivery.
- Reporting in verbal and written forms.
- Investigating customer service issues.
- Meeting with MDOT MTA as required.

3.9.4 In support of MOCC, Supervisory Staff responsibilities include, but are not limited to:

- Incident management.
- Accident response and investigation.

- Maintaining communication with vehicle operators, providing information and directional assistance where necessary.
- Maintaining schedule and performance data.
- Assisting vehicle operators in the event of emergency or vehicle malfunctions.
- Communicating with operations, safety, and maintenance staff where appropriate.

3.10 Window Dispatchers

The Contractor(s) shall provide an adequate number of Window Dispatchers and shall coordinate with the MOCC as required to ensure coverage from one hour before the start of the service and throughout all hours of service provided under this contract.

3.10.1 Required Education and Experience

Window Dispatchers shall possess a high school diploma or equivalent and a minimum of three years of successful dispatcher experience or three years of administrative experience in a transit dispatch environment. Window dispatchers shall have data entry experience and a general knowledge of windows-based computer operating systems and MS Office Suite.

3.10.2 Job Description

Window Dispatchers shall provide direction and maintain communication through MOCC with all vehicle operators while monitoring adjustments where necessary to maximize on-time performance and minimize service disruptions because of vehicle/vehicle operator availability and/or emergency situations. Window Dispatchers will assign vehicles, considering preventative maintenance schedules and capacity needs, to ensure on-time performance and maintain system productivity. Window dispatchers will assign extra board operators as needed to meet on-time gate out requirements.

3.10.3 The Window Dispatcher(s)' responsibilities include, but are not limited to:

- On-time gate performance, productivity, and service
- Pull-outs per schedule.
- Vehicle operator shift and scheduling adjustments.
- Effective use of spare vehicles to ensure vehicle availability for the preventative maintenance program.
- Accurate and consistent documentation of daily items including operator attendance, passenger and scheduling issues, vehicle problems, emergency situations and other daily events or disruptions.
- Reconciliation of trip manifests and fares collected by vehicle operators.
- Collection of lost and found articles and compliance with lost and found program requirements.
- Maintenance of a safe work area and a focus on safety to reduce the opportunity for injury to self or other employees.
- Communicating the daily safety message to operators and communicating effectively in support of operations.

- Review of post trip inspections and communication of potential problems to maintenance staff.

3.11 Yard Supervisors

The Contractor(s) shall provide a Yard Supervisor(s) to coordinate any vehicle exchanges and vehicle Operator replacement when needed as well as coordinated with the MOCC as required.

3.11.1 Required Education and Experience

The Yard Supervisor shall possess a high school diploma or equivalent and have a minimum of three years of successful supervisory experience in a transportation environment. The Yard Supervisor shall demonstrate effective use of scheduling software, two-way radio communication, telephone, and data analysis skills.

3.11.2 Job Description

The Yard Supervisor ensures that vehicles are safe, secure, clean, fueled, and properly equipped to support MobilityLink service in a timely manner. The Yard Supervisor shall continually monitor service requirements making proactive adjustments to maximize on-time performance and productivity for pull outs. The Yard Supervisor shall provide daily condition monitoring including, but not limited to the following processes:

- Daily vehicle cleaning including removal of trash and sweeping out vehicle.
- Fluid checks and top off Oil, ATF, Washer Fluid, Brake Fluid and Power Steering Fluid.
- Record consumption of fluids in the MDOT MTA Maximo Vehicles Information Management System (if available).

3.11.3 The Yard Supervisor responsibilities include, but are not limited to:

- Ensuring vehicle assignments to routes.
- Ensuring yard is safe, secure, clean, and clear of any potential hazards.
- Provide outgoing Daily Vehicle Inspection (DVI) review.
- Ensure on-time pull outs.
- Ensure presence of proper equipment.
- Identify vehicles needing maintenance whether scheduled or revealed during DVI.
- Facilitate communication of the daily safety message to operators.
- Fare collection and record keeping.

3.12 Gate Attendant(s)

3.12.1 The Contractor(s) shall provide a Gate Attendant(s) to monitor that the Vehicle Operators are executing activities related to pre-first trip inspections as well as coordinating with the Yard Supervisor as required.

3.12.2 The Gate Attendant shall work with the Yard Supervisor to ensure the Vehicle Operator's timely departure for their first pick up.

3.12.3 Gate Attendants shall possess, at a minimum, a high school diploma or equivalent and shall have a high level of customer focus. They shall be proficient in using technology solutions including two-way radios and telephones. Gate attendants

shall possess effective communications skills and knowledge of vehicle equipment requirements.

3.12.4 Gate Attendants shall communicate the daily safety message to operators.

3.13 Street Supervisors

3.13.1 The Contractor(s) shall provide sufficient Street Supervisors to fully support the MOCC Contractor and provide street level monitoring of service delivery for all services as required.

3.13.2 Street Supervisors shall possess, at a minimum, a high school diploma or equivalent and a minimum of three years of successful supervisory experiences. Street Supervisors shall also have demonstrated training and experience in proper accident and incident investigation techniques.

3.13.3 Street Supervisors shall possess a high level of customer focus and proficient use of provided technology solutions.

3.13.4 The Street Supervisors shall be responsible for ensuring the effective daily communication with Vehicle Operators, including work performed by subcontracts. Street Supervisors shall actively and continually monitor service to assist MOCC with proactive adjustments to maximize on-time performance and productivity.

3.13.5 A Street Supervisor is required on duty always for field oversight of one operator with a maximum of thirty-five operators per supervisor including supplemental operators. Supervisors performing other duties are not considered in these field oversight factors.

3.13.6 Street Supervisor's duties include, but are not limited to, on-street monitoring of:

- On-time performance, productivity, and compliance with MDOT MTA policies.
- Working cooperatively with other Service Delivery Contractors, the MOCC Contractor, the QA/QC Contractor, and the MDOT MTA.
- Responding to emergency situations per MDOT MTA policy with proper notification and documentation.
- Meeting with MDOT MTA as required.

3.13.7 Street Supervisor functions in support of service delivery include ensuring compliance with MDOT MTA policies and procedures, including but not limited to:

- Assisting with vehicle pull outs and pull ins.
- Reporting in verbal and written form.
- Investigating customer service issues.
- Vehicle Operator preparedness, performance, and driving habits.
- Vehicle Operator adherence to safety requirements.
- Vehicle functionality, cleanliness, and inspection of equipment.
- Vehicle Operator courtesy to patrons and customer service skills.
- Vehicle Operator road observations and thorough documentation.
- Locations and trips with high levels of complaints or operational concerns.

3.13.8 Street Supervisor functions in support of MOCC include, but are not limited to:

- Incident management.
- Accident response and investigation.

- Maintaining communication with vehicle and providing information and directional assistance as necessary.
- Monitoring vehicle operators and trip status, adjusting and reassigning as necessary to ensure on time performance.
- Maintaining scheduling and performance data.
- Assisting Vehicle Operators in the event of emergency or vehicle malfunctions, communicating with operations, safety, and maintenance staff where appropriate.
- Assisting passengers in using the service as well as when inquiring about individual trip status.

3.14 Maintenance Staff

- 3.14.1 The Contractor(s) shall provide an adequate number of qualified technicians to maintain the specified vehicles for this project and to respond to defects identified during pre-trip operational inspections and unanticipated vehicle breakdowns.
- 3.14.2 Maintenance Staff are responsible for the maintenance, fueling, and cleaning of revenue vehicles necessary to maintain all vehicles in a state of good repair. The Contractor(s) shall provide all staff needed for providing these services in accordance with this contract.
- 3.14.3 Maintenance Staff shall be legally licensed to operate a paratransit vehicle in the MDOT MTA service area and shall have at least one year of maintaining vehicles of similar type.

3.15 Staffing Policies

- 3.15.1 The Key Staff, defined as: General Manager, Maintenance Manager(s), Operations Manager, IT and Communications Manager, QA/QC Manager, Training Manager, Safety Manager and Customer Service Manager are critical to the success of this project.
- 3.15.2 The Contractor(s) shall not propose the General Manager in any other proposals during this period and shall not reassign the General Manager to another work site during this three-year minimum period.
- 3.15.3 Should there be a need to replace an individual in any of these positions due to normal employee turnover, the Contractor shall work expeditiously to fill the position, with such position being vacant for no longer than thirty calendar days unless approved in writing by the MDOT MTA.
- 3.15.4 The MDOT MTA has the right to reject any key management candidate that it deems does not meet the requirements for that position.
- 3.15.5 The Contractor(s) shall provide the MDOT MTA with a resume, verified references and background checks for each candidate prior to hiring, or placement in a key position.

3.16 Vehicle Operator Turnover

- 3.16.1 The MDOT MTA has established a goal of no more than twenty-five percent annual turnover of Vehicle Operators measured from completion of their training period.

- 3.16.2 The Contractor's wage and benefit package shall be structured to minimize Vehicle Operator turnover, as Vehicle Operator turnover impacts the quality-of-service provision.
- 3.16.3 The Contractor(s) shall offer a very competitive wage and compensation package as well as a supportive work environment
- 3.16.4 Offerors shall submit plans and programs, in addition to the wage and benefit plan, with their proposals to limit Vehicle Operator turnover, including, for example any awards and incentives programs.
- 3.16.5 If during the Contract term, the Contractor(s) is unable to achieve the established turnover goal, it shall submit to the MDOT MTA detailed corrective action plans and additional compensations plans to rectify the situation.
- 3.16.6 A continued inability of the Contractor(s) to meet the turnover goal, as determined solely by the MDOT MTA, shall be grounds for reassignment of work to other Contractors or termination of the Contract.

3.17 Employee Fraud Prevention and Detection Policies and Procedures

- 3.17.1 The Contractor(s) shall have employee training programs and standard operating procedures in place to prevent, investigate, and report alleged or suspected fraud, theft, or other criminal behavior.
- 3.17.2 The Contractor(s) shall immediately report to MDOT MTA all instances of alleged or suspected employee, service delivery provider, vehicle operator, or customer fraud or theft that is detrimental to service, of a criminal nature, and/or creates a potentially unsafe environment.

4 Mobility Service Delivery Requirements

4.1 General

- 4.1.1 The Contractor(s) shall provide service delivery in accordance with the Technical Specifications unless otherwise specified and shall report to the MOCC for service requirements in accordance with said specifications. Additionally, the Contractor(s) shall provide labor, material, equipment, and all necessary incidentals to manage, operate, and maintain MobilityLink service delivery in accordance with these specifications.
- 4.1.2 The Contractor(s) shall inspect, repair, and maintain MDOT MTA-provided paratransit service vehicles in accordance with vehicle Original Equipment Manufacturer (OEM) specifications and MDOT MTA vehicle requirements and safety policies.
- 4.1.3 MDOT MTA reserves the right to determine which portions of Paratransit service, if any, are to be provided by MDOT MTA or supplemental vehicles along with the right to revise such determinations.
- 4.1.4 MDOT MTA shall have the right to solicit proposals in future Requests for Proposals at any time for additional Contractors and to reassign work to these additional Contractors.
- 4.1.5 The Contractor(s) shall comply with the U.S. Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the U. S. Department of Transportation (DOT)/Federal Transit Administration (FTA) standards.
- 4.1.6 The Contractor shall develop an **Service Delivery Continuity of Operations Plan (COOP) (CDRL 0011)** including but is not limited to possible relocation of Service Delivery locations in the event potential service interruptions affect the Contractor(s)' ability to occupy any garage, facility or location.
- 4.1.7 The Contractor(s) shall assign trained staff to reconcile Vehicle Operators and Service Delivery Providers MDC operating data. Reconciliation staff shall handle any changes by ensuring all trip and time data processed by the Vehicle Operator has been reviewed, compared, and verified against Trapeze Data by Editors. The Contractor(s) will have five (5) business days to accomplish data reconciliation and will sign to certify completion.
- 4.1.8 The Contractor(s) shall provide regularly occurring mechanisms for employee, particularly Operator, feedback to facilitate the understanding of day-to-day Mobility program issues and information which assists the MDOT MTA in monitoring service improvement. Such mechanisms shall include, at a minimum, a monthly safety meeting.
- 4.1.9 The Contractor shall develop and submit a detailed **Service Delivery Work Plan (CDRL 0012)** for MDOT MTA review and approval.
- 4.1.10 Contractor(s) shall issue current street book maps of the service area to each Vehicle Operator, at no expense to the MDOT MTA.

- 4.1.11 The Contractor(s) shall provide all labor and cost associated with traffic violations related to provision of Service Delivery. The Contractor(s) shall pay for all violations incurred during Service Delivery operations.
- 4.1.12 Rider fares are currently set unless exempt as directed by the MDOT MTA.
- 4.1.13 Contractor must submit any Transit Claims Group (TCG) forms within 24 hours from occurrence.

4.2 Distribution of Service Delivery

- 4.2.1 MDOT MTA shall determine vehicle hours for each Service Delivery Contractor.
- 4.2.2 MDOT MTA reserves the right to adjust and/or reassign the number of runs and/or vehicle hours assigned to each Contractor. MDOT MTA shall have no obligations to a Contractor and there shall be no price adjustments or cost negotiations for reassigned hours and/or vehicles.
- 4.2.3 The Contractor(s) shall include the following, but be not limited to, service distribution provisions related to MobilityLink service and distribution of resources and/or work effort:
 - 4.2.3.1 Operation from multiple garage (dispatch) locations.
 - 4.2.3.2 Operating no less than 30% and no more than 40% of service delivery, and
 - 4.2.3.3 Supplemental service delivery provider(s) shall provide a limited percent of Mobility service as authorized by MDOT MTA.
- 4.2.4 The Contractor shall develop and submit to MDOT MTA for review and approval a detailed **Distribution of Service Delivery Plan (CDRL 0013)**.

4.3 Adverse Action Resulting in Contractor's Inability to Provide Service

In the event of any adverse actions, labor action or otherwise, resulting in a Contractor's inability to perform, MDOT MTA shall have the right to remove all MDOT MTA-owned vehicles and MDOT MTA-owned equipment from the Contractor's facility. This measure is to protect the MDOT MTA's ability to provide mandated ADA complementary paratransit service and ability to assign the service to any other Service Delivery Provider. In such cases, vehicle, and equipment condition (including defects) shall be jointly noted and appropriate cost adjustments shall be made to restore vehicles and/or equipment to original condition, if necessary, during a transfer. No reimbursements for lost service shall be authorized or approved.

4.4 Supplemental Service

- 4.4.1 Increased demand for Mobility service may require Contractors to provide supplemental service beyond that provided with MDOT MTA-purchased and provided vehicles. MDOT MTA reserves the right to implement its own supplemental service through another contract. MDOT MTA shall have no obligations to a Contractor and there shall be no price adjustments or cost negotiations for reassigned hours and/or vehicles, because of this additional supplemental service.

- 4.4.1.1 The term "Supplemental Service" shall apply to any vehicles used by the service delivery provider to in-revenue service that are not purchased and/or provided by the MDOT MTA.
- 4.4.1.2 The Contractor(s) will be paid on a per-trip + revenue mile + revenue minute basis for supplemental service.
- 4.4.1.3 All MDOT MTA purchased and/or provided vehicles will be considered non-supplemental service regardless of the extent of the exclusivity to the program and will be reimbursed at the contractually agreed-upon hourly rate.
- 4.4.1.4 In no case Contractors use rental vehicles (except as specifically authorized in writing by MDOT MTA under the vehicles replacement policy for stolen vehicles or those determined to be a total loss, or for other reasons at MDOT MTA's sole discretion). For the express purpose of clarity, rental vehicles as used above are not considered supplemental service.
- 4.4.1.5 Rental vehicles which are approved for use by the MDOT MTA will be reimbursed at the contractually agreed upon rate for non-supplemental service.
- 4.4.2 The Contractor(s) shall ensure all staff involved in providing supplemental services are aware of the Contract expectations including, but not limited to:
 - 4.4.2.1 The Contractor(s) shall develop and submit to the MDOT MTA a **Proposed Supplemental Service Vehicle Technology Plan (CDRL 0014)**. The plan shall provide the Contractor(s)' method of ensuring supplemental service vehicles are equipped with technology capable of seamlessly providing real-time location data and communications with the MDOT MTA.
 - 4.4.2.2 The Service Delivery Provider may be requested to supply and install onboard incident management systems in all vehicles in accordance with the RFP document.
 - 4.4.2.3 No hacking (extra fares outside the Contract) will be allowed while in the service of the MDOT MTA.
 - 4.4.2.4 The MDOT MTA's cell phone and other electronic devices policy shall be strictly adhered to.
 - 4.4.2.5 No radio (i.e., AM/FM, CD, iPod) or other listening devices shall be permitted other than those approved by the MDOT MTA.
 - 4.4.2.6 All Vehicle Operators are to wear a safety vest identifying the Contractor for whom they work.
 - 4.4.2.7 Background security check, fingerprinting, and drug and alcohol testing are required for all personnel providing supplemental service under this contract. **Supplemental Service Operator Background and Security Testing Results (CDRL 0015)** shall be submitted to the MDOT MTA prior to any supplemental service operator providing services under this contract.

- 4.4.2.8 Supplemental vehicle service rates are not to exceed normal service rates and are subject MDOT MTA approval. The Contractor(s) shall provide a separate line item on its invoice to clearly indicate the "Supplemental Service" amount to be paid.
- 4.4.2.9 MDOT MTA reserves the right to terminate a service at any time without cause.
- 4.4.2.10 Liquidated Damages will be assessed in accordance with the RFP Document.
- 4.4.2.11 The Contractor(s) shall ensure all vehicles have safety equipment as detailed in the contract.
- 4.4.2.12 The Contractor(s) shall ensure supplemental service operators receive paratransit operations training that adequately addresses all Mobility policies and procedures including door-to-door policy and procedures.
- 4.4.2.13 The Contractor(s) shall supervise and monitor on-road services.
- 4.4.2.14 Vehicle Operators must provide a manifest and submit to the Contractor(s).
- 4.4.3 The Contractor(s) shall develop and submit to MDOT MTA for review and approval a detailed **Supplemental Service Plan (CDRL 0016)**.

4.5 Pre-Trip Vehicle Inspections

- 4.5.1 Vehicle Operators shall inspect their vehicles prior to pull-out.
- 4.5.2 Any equipment malfunctions shall be reported to Yard Dispatch. Equipment malfunctions include but are not limited to the following: inoperable wheelchair lifts, inoperable AVL/MDC's, inoperable heating or cooling, and cracked mirrors or windshields.
- 4.5.3 The Contractor(s) shall develop and submit to the MDOT MTA for review and approval, a **Pre-Trip Vehicle Inspection Checklist (CDRL 0017)** for the Vehicle Operators to use when performing pre-trip inspections.
- 4.5.4 The Vehicle Operator shall submit the completed checklist to yard supervision prior to pull-out.
- 4.5.5 Determination to remove a vehicle from revenue service is the responsibility of yard supervision and is to be made in coordination with the MOCC.
- 4.5.6 The Contractor(s) shall ensure all on-board vehicle technology, including hand-held radios, is fully charged and operational when the vehicle pulls out for service. As an alternative the service delivery provider may propose and utilize an on-board charging/docking system to ensure hand-held radios remain charged.
- 4.5.7 Each Vehicle Operator shall verify the time on the MDT prior to pull-out. If the MDT is not synched the Vehicle Operator shall contact MOCC to verify time and manifest.
- 4.5.8 All reported defects shall be validated by the Contractor(s)' maintenance staff and discrepancies reconciled with the Contractor(s)' operations management.

4.6 Mobile Data Computer Operations

- 4.6.1 The Contractor(s) shall ensure all Vehicle Operators properly log, arrive, and perform pull-out on to the respective Mobile Data Computer (MDC) for each shift and arrive, perform pull-in, and log off upon return to base.
- 4.6.2 Vehicle Operators are required to process customer and trip information, including time and mileage of all vehicles' pull-outs and pull-ins and all customer pickups and drop-offs, using the MDC.
- 4.6.3 MDC Operations are mandatory unless specified otherwise and the Contractor(s) shall ensure that MDCs are fully operational before the vehicle pulls out.
- 4.6.4 In the event an MDC fails while in revenue service, the Contractor(s) shall ensure the route is not closed and Vehicle Operators immediately notify MOCC, confirm trips on the paper manifest, and accurately, legibly, and completely record all event information in accordance with **Section 4.7 Manifests**.

4.7 Manifests

- 4.7.1 Service Delivery Providers are to ensure accurate utilization of manifests in accordance with MDOT MTA Policies.
- 4.7.2 The Vehicle Operators shall complete the manifest, performing each pick-up, drop-off and other stops in the sequence given, unless otherwise directed by the MOCC.
- 4.7.3 Schedule Deviations
 - 4.7.3.1 The Vehicle Operator shall record any deviations authorized by the MOCC on the paper manifest.
 - 4.7.3.2 Unauthorized deviation from the schedule sequence or falsification of information in writing or verbally communicated by the Vehicle Operator is sufficient grounds to remove the Vehicle Operator from service.
 - 4.7.3.3 Failure to perform events on the vehicle MDC in accordance with MDOT MTA policy can be considered a falsification.
 - 4.7.3.4 Unauthorized deviation from the schedule includes, but is not limited to, running errands and/or side trips for the customer that have not been scheduled, and picking up or dropping off at a location other than the location listed on the manifest.
 - 4.7.3.5 Vehicle Operators shall notify the MOCC of instances when they arrive at a pick-up or drop-off location more than the defined minutes ahead or behind schedule in accordance with MDOT MTA's policy.
- 4.7.4 Vehicle Operators shall remain in constant radio communication with MOCC during revenue service and shall check-in with MOCC via radio on a 60-minute (or less) interval, or more frequently if requested. Operators are required to respond immediately when contacted by MOCC unless the vehicle is in motion. In instances where the vehicle is in motion, they shall respond immediately upon reaching their destination.
- 4.7.5 Vehicle Operators must move from event to event without delay unless authorized directly by the MOCC.
- 4.7.6 Upon reaching a location Vehicle Operators are required to log arrival on the MDC and immediately assist passengers in accordance with MDOT MTA's Origin to

Destination and Door-to-Door policies. Recording event arrivals on paper manifests is not permitted until passengers have received required door-to-door service.

- 4.7.7 The Contractor(s) shall review all manifests for alterations, accuracy, legibility, and completeness. Upon review, the Contractor(s) shall make necessary edits in Trapeze to ensure 100% accuracy.
- 4.7.8 As required, the Contractor(s) shall provide a scanned copy of original edited manifests to QA Contractor or MDOT MTA for review. The primary data of record is that which is recorded in Trapeze from the vehicle MDC and supported by AVL data.
- 4.7.9 Vehicle Operators are required to conduct ID card and photo checks and validations of all customers for all trips. Vehicle Operators are required to be knowledgeable about the MDOT MTA Mobility fare policy and any changes to the fare policy as communicated by MDOT MTA to the Contractor(s).
- 4.7.10 Manifests shall be retained in accordance with Section 12.9 Record Retention.

4.8 Locating Customers and Providing Assistance

- 4.8.1 Prior to conducting any paperwork or other actions, the Vehicle Operator is required to first follow the MDOT MTA Origin to Destination Policy for all pick-up and drop-off events, record arrivals on the MDC and conduct immediate customer assistance.
- 4.8.2 Failure of a Vehicle Operator to properly perform Origin to Destination service will lead to suspension and justify termination.
- 4.8.3 Locating Customers:
 - 4.8.3.1 If a Vehicle Operator cannot locate a customer upon arrival, the Vehicle Operator will immediately contact MOCC for assistance. The Vehicle Operator shall follow direction from MOCC.
 - 4.8.3.2 Vehicle Operators shall contact dispatch for instructions whenever customers do not arrive at the designated pick-up locations within the defined minutes in accordance with MDOT MTA's No-Show Policy.
 - 4.8.3.3 Vehicle Operators shall never call riders. MOCC performs all customer contact including calling to see if riders may leave early or be late.
 - 4.8.3.4 The Contractor(s) shall ensure Vehicle Operators follow all directions provided by MOCC including insertions/rebooks of a customer previously listed as a no-show on the Vehicle Operator's manifest.
 - 4.8.3.5 The Vehicle Operator will not leave the pick-up location until authorized to do so by MOCC dispatcher or Contractor's base window dispatcher if the Vehicle Operator is unable to reach MOCC dispatch.
 - 4.8.3.6 Prior to leaving the pick-up location the Vehicle Operator will first document his/her location on the paper manifest.
 - 4.8.3.7 Where the vehicle is not equipped with an MDC device, the Vehicle Operator shall note the no-show or the arrival and departure times on the Vehicle Operator manifest.
- 4.8.4 Assisting Customers:

- 4.8.4.1 Vehicle Operators are prohibited from entering buildings, except as explicitly allowed under the MDOT MTA's Door-to-Door policies.
- 4.8.4.2 The Contractor(s) shall not leave customers in a situation where it is dangerous to the customer.
- 4.8.4.3 Vehicle Operators shall offer passenger assistance per ADA and MDOT MTA policy. The MDOT MTA policy is subject to change based on revisions to ADA policy.
- 4.8.4.4 Assistance shall include, but be not limited to: assisting passengers from Origin-to-Destination (as required under ADA and FTA guidance), from their pick-up location into the vehicle and from the vehicle to (as required under ADA and FTA guidance) their destination location; fare collection as requested by manifest; assistance with door, seat belt and security of mobility devices (a four-point tie down shall be used); and assistance with packages in accordance with MDOT MTA Policy.
- 4.8.4.5 Operators of sedans, SUVs, and/or mini vans are required to fold up and store mobility devices in the trunk or other appropriate place in the vehicle so as to ensure that the device is secure and does not pose a hazard.

4.9 Vehicle Operator Performance Requirements

- 4.9.1 Vehicle Operators shall not eat, drink, smoke, take medications or drugs that may impair their ability to safely operate a vehicle. Vehicle Operators shall not play the radio when driving vehicles for Mobility, either in revenue service, or while deadheading to or from revenue service.
- 4.9.2 Vehicle Operators shall not use personal listening devices such as iPods etc. at any time while in operating a Mobility vehicle.
- 4.9.3 Vehicle Operators shall adhere to all speed limits and parking restrictions.
- 4.9.4 Complaints of reckless driving, excessive speeds, and/or illegal parking shall be reported to the Contractor(s).
 - 4.9.4.1 The Contractor(s) will provide a written response to complaints.
 - 4.9.4.2 The response will detail the findings and the corrective action(s) taken to preclude future occurrences.
 - 4.9.4.3 If a pattern (indicated by multiple substantiated complaints against a particular Vehicle Operator) persists, corrective action such as suspension of the Vehicle Operator removal of the Vehicle Operator from the program shall be considered.
- 4.9.5 Vehicle Operators shall announce stops for customers.
 - 4.9.5.1 Vehicle Operators shall use appropriate interior lighting of the vehicle at night to facilitate safe customer egress from the vehicle.
 - 4.9.5.2 Vehicle Operators shall not drop customers off into the path of traffic; or at any location compromising the safety of customers or others.
- 4.9.6 Vehicle Operators shall operate heating and air conditioning systems to provide for the comfort of customers.

- 4.9.6.1 Contractor(s) shall monitor the heating and air conditioning units ensuring the units are always operational.
- 4.9.6.2 The Vehicle Operator is not authorized to open windows for ventilation in lieu of air conditioning unless vehicle air conditioning systems have failed.
- 4.9.6.3 Vehicle Operators shall immediately report heating, ventilation, and/or air conditioning failures.
- 4.9.6.4 The Contractor(s) shall manage all Mobility vehicles to ensure vehicles with heating and/or air conditioning problems are neither placed nor kept in service.
- 4.9.7 While in Mobility service, Vehicle Operators shall report all vehicle malfunctions to the MOCC.
- 4.9.8 Traffic and Parking Citations
 - 4.9.8.1 All citations including photo enforcement citations shall be paid by the Contractor(s) and then collected from the Vehicle Operator.
 - 4.9.8.2 The Contractor(s) will maintain a full and complete record and accounting of all photo enforcement citation and will utilize such data in the safety scoring and evaluation of Vehicle Operators, divisions, and managers.
 - 4.9.8.3 The Contractor(s) shall be responsible for all cost associated with towing and storage of towed vehicles, and the Contractor(s) shall immediately notify MDOT MTA whenever a revenue service vehicle is towed.]

4.10 Report of Deficient Service

- 4.10.1 If the MDOT MTA MOCC staff or other MDOT MTA staff identify any instances where Contractor(s)' Vehicle Operators perform poorly, appear to be inadequately trained, or do not perform in accordance with MDOT MTA policies and procedures, they shall email the Incident Report to the Contractor(s)' Operation Manager, and QA/QC.
- 4.10.2 The Contractor(s)' Operations Manager shall take appropriate action to address the noted incident or deficiency. This action may include counseling, retraining or other actions for the Vehicle Operator as deemed necessary for the situation.
 - 4.10.2.1 If an incident report is forwarded to a Contractor(s)' Operation Manager, the Operation Manager should indicate in writing on the form the planned corrective action to be taken and the anticipated time when this action shall be completed. MDOT MTA staff has the right to require additional action if the proposed action is not sufficient in the judgment of the MDOT MTA.
 - 4.10.2.2 The Operations Manager's written response shall be provided to the MDOT MTA within 24 hours of the Incident Report.
 - 4.10.2.3 The Contractor(s)' Operations Manager shall notify the MDOT MTA in writing when each proposed corrective action scheduled in response to an incident report has been completed.
 - 4.10.2.4 The Contractor(s)' Operation Manager shall maintain a log of all received incident reports, the type of issue raised, the Vehicle Operator involved,

the proposed action, and time and date when the initial response was provided to the MDOT MTA, the date when the corrective actions was completed, and the time and date the MDOT MTA was notified of completion of the corrective action.

4.11 Vehicle Operator Tools

- 4.11.1 The Contractor(s) shall provide for and ensure each Vehicle Operator is equipped with and trained in the use of maps and a policy and procedure manual.
- 4.11.2 The Vehicle Operator is required to carry sufficient seat belt extensions and wheelchair securement tie-downs for all positions in the vehicle they drive while in service and a crank bar in case of wheelchair lift failure.

4.12 Prohibition of Providing Custodial Care or PCA

- 4.12.1 MDOT MTA provides free transportation to PCAs who accompany customers.
- 4.12.2 Vehicle Operators shall not provide custodial care service or serve as PCA to any customer who cannot travel unattended.
- 4.12.3 If a customer needs but does not have a PCA with him/her, the Vehicle Operator shall immediately notify MOCC and wait for further instruction.

4.13 Abusive Behavior or Direct Threats

Customers engaging in any direct threatening act or unsafe manner towards any other customers and/or the Vehicle Operator the Vehicle Operator shall contact the MOCC for further instructions. The Vehicle Operator shall utilize the on-board video and audio recording system to document the incident.

4.14 Prohibited Acts and Devices

- 4.14.1 Tobacco Use (including smoking cigarettes, chewing tobacco, and/or vaping).
 - 4.14.1.1 For the purposes of this RFP, the term 'Tobacco Use' includes smoking cigarettes, chewing tobacco, and/or vaping.
 - 4.14.1.2 Vehicle Operators shall not use tobacco while transporting customers.
 - 4.14.1.3 Vehicle Operators shall not use tobacco inside Mobility vehicles.
 - 4.14.1.4 Vehicle Operators may only use tobacco on their designated breaks at a minimum fifty feet away from the vehicle.
 - 4.14.1.5 Vehicle Operators may not use tobacco at a customer's pick-up or drop-off location.
- 4.14.2 Cell phones and electronic devices
 - 4.14.2.1 The use of cell phones, or any other electronic devices is strictly prohibited while vehicles are in operation at any time and in any location.
 - 4.14.2.2 Vehicle Operators shall comply with MDOT MTA's Electronic Devices Policy.
- 4.14.3 Rules of Carriage
 - 4.14.3.1 Vehicle Operators shall observe and shall require customers to observe rules of carriage to including:
 - No standing while vehicle is in motion.

- No person will put a wheelchair in motion, occupied or unoccupied, while the vehicle is moving; no person other than the Vehicle Operator will be allowed to operate the vehicle or the vehicle's two-way communications, lift or ramp device.
- No person will be allowed to operate any audio or audiovisual equipment that can be heard by other customers.
- Customers are prohibited from smoking, spitting, singing, playing of audio (unless through headphones) and consuming alcoholic beverages in vehicles.
- Drinking of non-alcoholic beverages may be allowed for certain disabilities which require either fluid replenishment or intake of sugars.

4.14.3.2 The Vehicle Operator shall, at the earliest and safest moment, report any incidents to MOCC dispatch which will consult with the Contractor(s) for further instructions

4.14.4 Solicitation

Vehicle Operators are prohibited from soliciting, encouraging, or accepting payment of a tip, gratuity, additional payment or any gift or service from any customer at any time. Engaging in such conduct is grounds for immediate removal from service.

4.15 Transferrable Customers

4.15.1 Customers using scooters to board vehicles may be requested, but cannot be required, to transfer to a seat.

4.15.2 Vehicle Operators are required to assist in the transfer if the transfer can be made without lifting or carrying the customer.

4.16 Securement

4.16.1 Vehicle Operators shall ensure that occupants of a Mobility vehicle properly use securement devices, including seatbelts in accordance with OEM requirements.

4.16.2 The Mobility customer is responsible for securing infant seats, assistance by a Vehicle Operator does not mitigate this responsibility.

4.16.3 Vehicle Operators are required to properly secure (lock-down or tie-down) wheelchairs, in addition to the proper use of seatbelts.

4.16.4 Vehicle Operators are responsible for securing strollers, pet carriers, and any other equipment brought by customers that may need to be secured during transportation. Vehicle Operators shall ensure that all securement devices are properly stored when not in use.

4.17 Customer Privacy

Vehicle Operators shall keep confidential any customer information, medical or otherwise, except as needed to perform the work related to his or her position. The Vehicle Operator can report medical information to authorized medical assistance personnel who report to the scene of an accident or to the scene of any medical emergency.

4.18 Etiquette

- 4.18.1 Vehicle Operators shall always be courteous to customers.
- 4.18.2 In the event of an abusive customer, Vehicle Operators shall always behave in the manner they were trained during the Contractor(s)' provided sensitivity training.

4.19 Contingency Plan in the Event of a Work Stoppage

- 4.19.1 The Contractor(s) shall develop and submit to the MDOT MTA for review and approval a **Contingency Plan for Work Stoppage (CDRL 0018)**.
- 4.19.2 The Contingency plan shall address continuance of service in the event of a Vehicle Operator or maintenance work stoppage.
- 4.19.3 The Contingency plan shall detail how the Contractor(s) shall address the securement of additional staff to meet the requirements of this RFP and ensure continued service.

4.20 Emergency Medical Assistance

- 4.20.1 In the event of a medical emergency, the Vehicle Operator shall immediately pull the vehicle out of traffic and notify MOCC of the emergency.
- 4.20.2 MOCC shall take immediate and appropriate measures to mitigate the emergency, including notifying the appropriate law enforcement and/or medical assistance personnel.
- 4.20.3 The Vehicle Operator shall follow MDOT MTA Policy for medical emergencies.
- 4.20.4 The Vehicle Operator shall stay with the customer until emergency assistance arrives.

4.21 Vehicle Lift Operations

- 4.21.1 Vehicle Operators shall operate vehicle lifts from outside of the vehicle in accordance with OEM lift specifications and Contractor(s)' training.
- 4.21.2 Vehicle Operators shall assist customers using adaptive devices in entering and exiting the lift platform and the vehicle in accordance with Contractor(s)' training.
- 4.21.3 Vehicle Operators shall assist ambulatory customers requesting to use the lift to enter and exit the vehicles in accordance with Contractor(s)' training.

4.22 Service Interruptions

- 4.22.1 Should a service interruption occur while in revenue service, the Contractor(s)' Vehicle Operator shall notify the MOCC immediately.
- 4.22.2 The Contractor(s) may be directed by the MOCC to deploy a replacement vehicle immediately.
- 4.22.3 All service interruptions, including the reason for the service interruption, the method of response and the elapsed time from report to conclusion shall be documented and reported to MDOT MTA.

4.23 Severe Weather Operations

- 4.23.1 MDOT MTA operates during severe weather conditions and the Contractor(s) shall be prepared to operate during extreme conditions and may operate comparable to fixed route operations.

- 4.23.2 The Contractor(s) shall under no circumstance modify or curtail the provision of service without the express approval of MDOT MTA.
- 4.23.3 It is the goal of Mobility during severe inclement weather to transport customers to their requested destinations as long it is safe to do so.
- 4.23.4 Generally, when weather conditions do not allow safe transport, outbound trips are discontinued and only return trips are provided, and Mobility will attempt to operate all return or inbound trips before Mobility operations are discontinued.
- 4.23.5 During severe weather conditions, the Contractor(s) shall give additional consideration to the problems that persons with disabilities may experience; (e.g., the effects that cold temperatures have on some types of disabilities and the additional hazards persons with disabilities may encounter, such as unclear or otherwise impassable sidewalks or curb cuts, difficulty, or the impossibility of loading/unloading wheelchairs due to curb-side snow windows, and unplowed subdivision streets.)
- 4.23.6 If extreme weather conditions or natural disaster prevents operation, the Contractor(s) shall consult with the Director of MDOT MTA or designee. Subject to MDOT MTA's approval, the Contractor(s) may be allowed to suspend or adjust service.
- 4.23.7 The Contractor(s) shall cooperate with MDOT MTA regarding service delivery for any exceptions to the operating plans.
- 4.23.8 The Contractor(s) shall prepare in advance of severe weather to coordinate and support operations.
- 4.23.9 MDOT MTA determines the Mobility service level, and the Contractor(s) shall seek MDOT MTA guidance including key Contractor(s)' personnel required during severe weather operation.
- 4.23.10 The Contractor(s) shall develop and submit to the MDOT MTA for review and approval a **Severe Weather Operations Plan (CDRL 0019)** that, at a minimum, complies with the requirements set forth in the MDOT MTA's Severe Weather policies.

4.24 Interface with Quality Assurance

- 4.24.1 MDOT MTA currently utilizes a third-party Contractor(s) to provide QA/QC oversight and monitoring that includes random service delivery inspections of facilities and records, reports, and records. The Contractor(s) shall provide full support related to the review and monitoring of its services and interface with the QA/QC Contractor and the MDOT MTA including but not limited to:
 - 4.24.1.1 Announced and unannounced field observations of operations.
 - 4.24.1.2 Monitoring of staffing levels, including during Vehicle Operator training which may include announced and unannounced visits to observe the training program.
 - 4.24.1.3 Monitoring of vehicle maintenance standards.
 - 4.24.1.4 Inspect vehicles and vehicle maintenance records, including:

- 4.24.1.5 Announced and unannounced inspections of vehicles or facilities including:
 - Announced and unannounced audits of preventive maintenance inspections (PMI) performance.
 - Monitoring of the adequacy and conduct of repairs.
 - Conducting pull-out inspections.
 - Provision and accuracy of reports.
 - Maintenance and accuracy of records.
 - Safety oversight including announced and unannounced safety audits for vehicles and facilities.
 - Announced and unannounced Door-to-Door observations.
 - Other contracted services approved by MDOT MTA.
- 4.24.2 While the QA/QC Contractor has responsibility to monitor and review the overall aspects of service delivery, the Contractor(s) is responsible for overseeing and monitoring all aspects of its own operation, including on-street observations of Vehicle Operator performance, pull-out performance, maintenance of vehicles, accuracy and completion of data collection and editing, as well as other aspects of operation.
- 4.24.3 As requested, the Contractor(s) shall provide MDOT MTA and the QA/QC Contractor with immediate and unrestricted access to all Mobility related records and data. Unrestricted access shall include scheduled or unannounced visits or inspections.
- 4.24.4 The Contractor(s) shall develop and submit to the MDOT MTA for review and approval a detailed **QA/QC Interface Plan (CDRL 0020)** that includes at a minimum:
 - 4.24.4.1 Its policies and procedures for overseeing and monitoring its own operations.
 - 4.24.4.2 Plans for taking appropriate corrective actions to correct any deficiencies identified.
 - 4.24.4.3 An employee performance, evaluation, and disciplinary program.
 - 4.24.4.4 A program to monitor and oversee vehicle maintenance.

4.25 Interface with MOCC

- 4.25.1 The Contractor(s) shall provide full support and interaction with the MOCC.
- 4.25.2 The MOCC support and interaction shall include, but be not limited to the following:
 - Responding to service inquiries.
 - Responding to service interruptions at MOCC direction .
 - Providing service updates.
 - Performing in accordance with service parameters.
- 4.25.3 The MOCC is responsible for the scheduling and vehicle control of trips provided by the Contractor(s). The Contractor(s) shall be responsive to the direction provided by MOCC from the time Vehicle Operators enter the vehicle for revenue service until the end of their run.
- 4.25.4 The Contractor(s) shall agree that:

- 4.25.4.1 MDOT MTA and/or the MOCC reserves the right to transfer a customer's trip to another Contractor(s) as needed to ensure service quality, timeliness and meet MDOT MTA's requirements.
- 4.25.4.2 The MOC shall schedule trips as necessary with no implied or expressed considerations other than the needs of the customers and the MDOT MTA. The needs of the passengers shall come first and MOCC shall have the right to assign any trip to any Contractor(s) to meet the needs of service.
- 4.25.4.3 The level of service provided during inclement weather shall be at the discretion of the MOCC and MDOT MTA.
- 4.25.5 The Contractor(s) shall establish methods and procedures to provide feedback and deliver any scheduling or dispatching issues to the attention of the MOCC.
- 4.25.6 The Contractor(s) shall develop and submit a detailed **MOCC Interface Plan (CDRL 0021)** to the MDOT MTA for review and approval.

4.26 Declared Public Emergency or Disaster Situation

- 4.26.1 In the event of a declared public emergency or disaster situation, the Contractor(s) may be called upon to provide emergency transportation services to any individuals designated by the State.
- 4.26.2 A Contract amendment, if needed, detailing the agreed upon payment and detailing the procedures and protocols for these situations may be executed.

4.27 Interface with Other Contractor(s)

- 4.27.1 The Contractor(s) shall provide full support and interaction with other Contractor(s).
- 4.27.2 The MOCC shall be the primary interface between the Contractor(s).
- 4.27.3 The Contractor(s), at the direction of the MOCC, shall provide support including, but not limited to:
 - Service interruptions.
 - Road supervision.
 - Vehicle break downs.
 - Vehicle Operator relief.
 - Vehicle changes.

4.28 Additional Service Delivery Support

As required by MDOT MTA, the Contractor(s) shall participate in and fully support service requirements for any additional events that may occur during normal business hours, on weekdays after normal business hours, or on weekends.

5 Vehicle Operators

5.1 Vehicle Operator General Requirements

- 5.1.1 The Contractor(s) shall provide the necessary number of fully trained Vehicle Operators needed to operate the MobilityLink service safely and efficiently.
- 5.1.2 The Contractor shall pay the Vehicle Operators a starting wage of at least \$17.00 per hour. All other benefits and administrative costs are not included in this minimum labor rate. This minimum wage rate does not apply to Operator Trainees who may be paid less than \$17.00 per hour but whose wages must comply with the Living Wage requirements outlined in this RFP.
- 5.1.3 The Contractor(s) shall submit a detailed **Vehicle Operator Staffing Plan and Analysis (CDRL 0022)** to the MDOT MTA for review and approval. This plan should be developed with the capacity to support a stable and experienced Vehicle Operator workforce thus allowing service efficiency and quality to be improved and maintained.
- 5.1.4 The Contractor(s) shall require Vehicle Operators to undergo and pass a pre-employment medical examination, which shall include drug and alcohol testing. The Contractor(s) shall comply with the drug and alcohol prevention and testing programs as described in 49 CFR parts 40 and 655.
- 5.1.5 Vehicle Operators shall be able to fluently speak, read, and write the English language to communicate with customers, dispatchers, etc., record data, and read maps.
- 5.1.6 Vehicle Operators shall be a minimum of twenty-one years of age, have at least one year of professional driving experience, and at least three years of domestic driving experience. The Contractor(s) may request a waiver of these requirements on a case-by-case basis.
- 5.1.7 The Contractor(s) shall use the MDOT MTA's Electronic Background and MVA Document submittal portal for providing validated operator license information and background check documentation for all Vehicle Operators prior to any Vehicle Operators driving an MDOT MTA vehicle on public roads.
- 5.1.8 The Contractor(s) shall enter all Vehicle Operator information into Trapeze and update as staffing changes dictate, daily if necessary.
- 5.1.9 The MDOT MTA demands strict adherence to all Vehicle Operator requirements. The MDOT MTA reserves the right to reject any Vehicle Operator for Mobility if the Vehicle Operator does not meet all minimum requirements. The MDOT MTA reserves the right to require Contractor(s) removal of a Vehicle Operator from service on the MDOT MTA Contract for any reason, including but not limited to:
 - Excessive documented complaints.
 - Excessive safety violations.
 - Excessive traffic infractions, rudeness, other inappropriate behavior or appearance or accidents.
 - Failure to follow direction from MOCC.
 - Failure or delays in adherence to manifest, etc.

- A single event may be considered as excessive depending upon the severity and/or nature of the inappropriate action.
- 5.1.10 Vehicle Operators shall always demonstrate professional behavior by treating all passengers, members of the public, and Mobility staff with respect, courtesy, and sensitivity.
- 5.1.11 Vehicle Operators shall be able to employ use of a map and/or knowledge of the service area to determine the location of any address and arrive on-time per the Vehicle Operator manifest.
- 5.1.12 Vehicle Operators are responsible for always possessing the Contractor(s)-issued maps while on duty.
- 5.1.13 Vehicle Operators shall comply with MDOT MTA record keeping requirements, including proficient use of MDC/MDTs or Rangers and accurate, legible completion of the Vehicle Operator manifest.
- 5.1.14 Vehicle Operators shall adhere to MDOT MTA requests while in service (for the purpose of this clause, *in service* is defined as from the point the Vehicle Operator leaves the garage to the point they return).

5.2 Back-Up Vehicle Operators

The Contractor(s) shall provide back-up or extra board Vehicle Operators to avoid late pull-outs or missed runs. The Contractor(s) shall include its Back-up Vehicle Operator plan in its Vehicle Operator Staffing Plan and Analysis

5.3 Valid Vehicle Operator's License and Driving Record

- 5.3.1 All Contractor(s) employees who operate vehicles as part of their job duties shall possess and maintain a valid State of Maryland driver's license or a valid driver's license issued by another state.
- 5.3.2 Vehicle Operators with out-of-state driver's licenses must provide a certified copy of their driving record to the MDOT MTA on an annual basis.
- 5.3.3 Vehicle Operators with out-of-state driver's licenses must notify their MDOT MTA Fleet Manager if they accumulate more than five (5) points on their driving record. This notification must occur within ten (10) days of the points being assessed.
- 5.3.4 The Contractor(s) shall retain copies of the Vehicle Operator's driving record within the Vehicle Operator's permanent file, submit review summaries and copies of all other pertinent information to the MDOT MTA for concurrence prior to any Vehicle Operator driving a MobilityLink vehicle on public roads. The Contractor(s) shall review each prospective Vehicle Operator's driving record to ensure it meets or exceeds the following minimums:
- Five or less current points, none of which were assessed for "Reckless Driving."
 - No more than two moving violations in the last three years.
 - No more than three moving violations in the last ten years.
 - No convictions for driving related misdemeanors or felonies.
 - No driving under the influence.
 - No failures to appear.

- 5.3.5 The Contractor(s) shall have procedures in place to monitor and report if/when any hired and qualified Vehicle Operator is:
- Charged with any traffic violation resulting in points and/or a felony offense.
 - No longer meets the Vehicle Operator requirements of this contract.
 - Has incurred restrictions imposed by state law.
 - These procedures shall be described in the CDRL 0022 Vehicle Operator Staffing Plan and Analysis
- 5.3.7 The Contractor(s) shall report and/or remove any employee whose license is invalidated or suspended.
- 5.3.8 The Contractor(s) shall submit, as part of its CDRL 0022 Vehicle Operator Staffing Plan and Analysis, the criteria used to determine whether a potential Vehicle Operator's MVA record would disqualify their qualification for this position. This shall be subject to MDOT MTA approval.
- 5.3.9 Vehicle Operator Qualifications and History:
- 5.3.9.1 The Contractor(s) shall conduct pre-screening, reference checks, and review of driving records for its Vehicle Operators. The Contractor(s) shall ensure all records are following MDOT MTA's standards from the original review.
- 5.3.9.2 The Contractor(s) shall develop and submit a **Detailed Vehicle Operator Qualification Plan (CDRL 0023)** to the MDOT MTA for review and approval. The Detailed Vehicle Operator Qualification Plan shall include, but is not limited to:
- Standardized questions to be used during reference checks with applicant's prior employers who are willing to disclose instances when the applicant demonstrated insensitivity towards persons with disabilities or complaints against the applicant for insensitive language or conduct.
 - Vehicle operator minimum qualifications.
 - Processes and procedures the Contractor(s) will use to ensure applicants meet minimum requirements before being offered positions.

5.4 Vehicle Operator Dress Code

- 5.4.1 The Contractor(s) shall acknowledge Vehicle Operator dress code requirements are subject to changes in MDOT MTA policy. The Contractor(s) shall abide by all changes in dress code policy at no additional cost to the MDOT MTA.
- 5.4.2 The Contractor(s) shall ensure Vehicle Operators adhere to dress code requirements and take appropriate corrective action for failure to comply.
- 5.4.3 Dedicated Mobility Vehicle Operators are required to wear uniforms and reflective safety vests. Taxi Drivers and other non-dedicated mobility Vehicle Operators shall always wear reflective safety vests while providing MobilityLink service.

- 5.4.4 Uniforms shall consist of a solid, light blue, button-up blouse or shirt, black slacks or trouser, a dark baseball type cap (optional) and, depending upon the season, a dark blue jacket, and other dark blue outer garments.
- 5.4.5 Shoes shall be black and serviceable having flat, non-skid soles. No high heels, athletic shoes or open sandals are allowed.
- 5.4.6 Tee-shirts, tank tops, jeans and shorts are prohibited.
- 5.4.7 Uniforms must be in good condition (no rips, untucked, stains, etc.).
- 5.4.8 All Vehicle Operators and Supplemental Operators shall carry a Contractor-issued and MDOT MTA approved card identifying the dates of training/certification and the date of when re-training re-certification is required.
- 5.4.9 Any Vehicle Operator observed in the field or noted in Trapeze for dress code violations and/or with missing/out of date certifications during service delivery may be removed by MDOT MTA or other designated party and all revenue hours of Vehicle Operator's run forfeited by the Contractor(s).
- 5.4.10 The Contractor(s) shall ensure all Vehicle Operators wear or display a "Mobility" insignia, patch, or emblem.
- 5.4.11 No Vehicle Operator shall wear or display any insignia, patch, or emblem other than those supplied by the Contractor(s) and approved by MDOT MTA.
- 5.4.12 The form and fit of the "Mobility" insignia patch or emblem are subject to review and approval by MDOT MTA.
- 5.4.13 The Contractor(s) shall provide each Vehicle Operator and Supplemental Operator with a photo identification card.
- 5.4.14 The Contractor(s) shall provide approved Supplemental Operators with a photo identification card. The photo identification card shall include the Vehicle Operator's name and the phrase "Providing Service for Mobility" and may include the Contractor(s)' company name.
- 5.4.15 The Contractor(s)' shall submit the **Contractor's Photo ID Card Design [CDRL 0024]** to the MDOT MTA for review and approval.
- 5.4.16 Supplemental Operators are required to properly wear an MDOT MTA approved uniform.

6 Vehicle Maintenance

6.1 General

- 6.1.1 The Contractor(s) is responsible for maintaining all vehicles in accordance with MDOT MTA requirements and OEM maintenance standards.
- 6.1.2 Existing Mobility vehicles with useful life remaining will be provided by MDOT MTA for MobilityLink Service Delivery performance under the contract. It is anticipated that these vehicles will be a combination of cutaways, MV1s, compact hybrid SUVs, minivans and sedans with varying years of useful life remaining.
- 6.1.3 The Contractor(s) shall inspect all vehicles prior to revenue service use.
- 6.1.4 Vehicle data including quantity, vehicle type, and age is found in Appendix 9.
- 6.1.5 The Contractor(s) shall ensure all components of each vehicle including its body, frame, furnishings, mechanical, electrical, wheelchair lift, hydraulic, on-board technology, or other operating systems be maintained in proper working condition, free from damage and malfunction.
- 6.1.6 In no event shall MDOT MTA be required to repair, replace, or maintain any vehicle.
- 6.1.7 The Contractor(s) at its sole cost and expense shall provide consumables, lubricants, filters, fluids, parts, and supplies required for routine service/maintenance and operation of all vehicles.
- 6.1.8 The Contractor(s) shall use and provide proper emissions equipment and comply with all State and Federal Regulations concerning emissions control.
- 6.1.9 The type and grade of fuel used shall comply with the vehicle manufacturer's recommended guidelines.
- 6.1.10 It shall be the Contractor(s)' responsibility to resolve any design defects with the vehicle OEM or component manufacturer.
- 6.1.11 Vehicle Liability Insurance Costs:
 - 6.1.11.1 In the event the Contractor(s) fails to report a serious accident to MDOT MTA, and a vehicle is later declared a total loss by the Contractor(s)' insurance company, the Contractor(s) shall reimburse MDOT MTA any vehicle insurance premiums for said vehicle retroactive to the accident date.
 - 6.1.11.2 This shall not relieve the Contractor(s) of any other assessments that may be imposed herein. The Contractor(s)' responsibility for out-of-service criteria reporting shall be subject to MDOT MTA's approval.
- 6.1.12 The Contractor(s) shall ensure all vehicle maintenance data is accurately entered into their MDOT MTA approved vehicle maintenance system and MAXIMO as required by the MDOT MTA. It is expressly understood that all vehicle maintenance records must be continuously available and are subject to review by MDOT MTA at any time.
- 6.1.13 The Contractor(s) shall be solely responsible for all repairs and related costs. The Contractor(s) shall, at its sole expense, be required to make all repairs necessary to

restore and maintain vehicle standards for any vehicle found to be noncompliant with requirements.

- 6.1.14 No person shall remove, recover, recharge, or vent any refrigerant from any MDOT MTA Mobility revenue vehicle without successfully having completed the appropriate training and receipt of related EPA approved certifications.
- 6.1.15 No person shall perform any repairs to MDOT MTA Mobility revenue vehicle wheelchair lifts without successful completion of training specifically authorized by the lift manufacturer.

6.2 Mobility Vehicles

- 6.2.1 MDOT MTA will not provide non-revenue service vehicles needed to support passenger service.
- 6.2.2 All vehicles used for Mobility service shall be branded in accordance with MDOT MTA's vehicle requirements.
- 6.2.3 MDOT MTA vehicles used by the Contractor(s) or its dedicated sub-contractor(s) in the performance of this contract are to be used exclusively for Mobility service.
- 6.2.4 Use of MDOT MTA provided vehicles as take-home vehicles or for services other than providing Mobility service is strictly prohibited.
- 6.2.5 Revenue Vehicles:
 - 6.2.5.1 The designation "Revenue Vehicle" shall be defined as vehicles which are:
 - Owned by MDOT MTA or acquired by the Contractor(s) with MDOT MTA's written approval.
 - Used exclusively to provide paratransit service for the Mobility program.
 - 6.2.5.2 MDOT MTA will provide vehicles to the Contractor(s) to use during mobility service operations.
 - 6.2.5.3 The Contractor(s) shall maintain and operate sufficient MDOT MTA vehicles to cover its scheduled peak runs.
 - 6.2.5.4 The Contractor(s) shall be expected to maintain a 95% vehicle availability. The actual spare ratios maintained by the Contractor(s) are subject to MDOT MTA approval.
 - 6.2.5.5 MDOT MTA will allocate the distribution of vehicles needed by the Contractor(s).
- 6.2.6 Support Service Vehicles:
 - 6.2.6.1 The Contractor(s) shall provide all necessary and appropriate support vehicles.
 - 6.2.6.2 Road supervisors shall use ADA accessible vehicles for travel during performance of their duties. These vehicles shall meet the following criteria:
 - Capacity for at least one passenger in a wheelchair.
 - Accessible entrance on the passenger side of the vehicle.
 - Absolute ADA compliance including functioning heating and air conditioning.

- Should be no more than two years old at start of contract unless the Contractor(s) requests and receives MDOT MTA waiver of requirement based upon vehicle condition.

6.2.7 Non-Revenue Vehicles

6.2.7.1 The Contractor(s) shall provide all non-revenue vehicles necessary to support the provision of MobilityLink service.

6.2.7.2 Non-revenue includes but is not limited to vehicles needed for staff, maintenance, road service and training.

6.2.7.3 Spare ratio revenue vehicles not in revenue service use are expressly authorized as approved for training purposes to the extent that revenue service is not affected.

6.2.8 The Contractor(s) shall submit a **Detailed Schedule for Minor and Major Vehicle Maintenance, Repair, and Inspection (CDRL 0025)**, which meets the maintenance and inspection requirements as outlined in relevant OEM maintenance and service manuals, to the MDOT MTA for review and approval.

6.3 Vehicle Management Plan

6.3.1 The MDOT MTA has developed a vehicle replacement schedule for MobilityLink service establishing a life expectancy for all vehicles. The vehicle replacement schedule targets the replacement of every asset during its final year.

6.3.2 The MDOT MTA reserves the right to operate any vehicle beyond the defined life expectancy. Vehicles operating beyond the defined life expectancy shall meet the same maintenance standards as all other vehicles.

6.3.3 The MDOT MTA requires all vehicles to be rotated and/or utilized at the same rate, whether they are at the beginning or end of their expected life cycle.

6.3.4 The Contractor(s) shall develop and submit to the MDOT MTA for review and approval a **Vehicle Management Plan (CDRL 0026)** that describes how it will meet the requirements of this section.

6.4 Monthly Vehicle Safety Inspection

6.4.1 The Contractor(s) shall conduct a safety inspection each calendar month regardless of the number of miles operated. This inspection shall be performed using an MDOT MTA approved checklist. MDOT MTA reserves the right to change the format or form during the contract period without additional consideration. The Contractor(s) shall submit its **Monthly Vehicle Safety Inspection Checklist (CDRL 0027)** to the MDOT MTA for review and approval.

6.4.2 MDOT MTA reserves the right to perform 100% quality assurance vehicle inspections by using MDOT MTA personnel or QA Contractor personnel. The Contractor(s) may be present during inspections and allowed to offer documentation of any disagreement(s) with the third-party inspector; however, MDOT MTA's determination will be binding upon the Contractor(s).

6.4.2.1 A list identifying vehicle repairs/replacements/defects will be provided to the Contractor(s). Corrections are to be made within 30 calendar days.

- 6.4.2.2 The Contractor(s) shall repair any safety defects prior to returning vehicles to service.

6.5 Vehicle Cleaning

- 6.5.1 The Contractor(s) shall always be responsible for maintaining clean exterior and interior conditions of all service vehicles. The Contractor(s) shall inspect each vehicle for cleanliness prior to daily service commencement and take all action necessary to bring offending vehicles free from dirt, trash, and debris. At a minimum, the Contractor(s) shall:
 - 6.5.1.1 Prior to daily service commencement, ensure the vehicle exterior is clean from road dust, mud, and grime. The vehicle exterior shall be washed three times each service week or upon the occurrence of any event affecting vehicle exterior cleanliness.
 - 6.5.1.2 Prior to daily service commencement, ensure each vehicle's windows are washed and floors cleaned. Additionally, each vehicle's windows are washed, and floors cleaned at least once during daily Mobility service vehicle operation. Inspection of these surfaces should be conducted on a high frequency basis.
 - 6.5.1.3 Ensure all Mobility service vehicles are always free from pests, insects, and other vermin.
 - 6.5.1.4 Ensure all Mobility service vehicle interior passenger compartments are free of noxious odors from cleaning products, vermin control products, and service vehicle engine emitted exhaust fumes. The Contractor(s) is expressly prohibited from using any vermin control product, or application procedure for such product, hazardous to the health and well-being of the passengers, service animals, and Vehicle Operator. MDOT MTA shall approve all such products in advance.
- 6.5.2 The Contractor(s) shall require their QA Department to regularly inspect and report upon vehicle conditions for cleanliness and compliance. The Contractor(s) shall maintain a cleaning activity log for periodic review by MDOT MTA or QA Contractor.
- 6.5.3 Any vehicle found not in compliance with these cleaning provisions will be removed from service, without limiting the Contractor(s)'s service obligations, until all discrepancies are corrected.

6.6 Vehicle Registrations, Governmental, Emission Inspections, and Violations

- 6.6.1 The Contractor(s) shall provide labor to complete all required vehicle registrations, governmental, and emissions inspections.
- 6.6.2 The Contractor(s) shall ensure that vehicle registrations (license tags), as well as state and local safety and emissions inspections are maintained in a current jurisdiction for all revenue vehicles under the care and control of the Contractor(s) or its subcontractors.

- 6.6.3 The Contractor(s) shall report the registration and inspection status of all revenue vehicles monthly to the Director of MDOT MTA Mobility, or their designee, and provide copies of all registration and inspection renewals as they are completed.
- 6.6.4 The Contractor(s) shall provide all labor and cost associated with traffic violations related to provision of Service Delivery. The Contractor(s) shall pay for any violation resulting from operating the Service Delivery. Failure by the Contractor(s) or its subcontractors to maintain 100 percent compliance with this requirement (extensions obtained by the Contractor(s) or its subcontractors for ANY reason will not relieve the Contractor of its responsibility under this section) will be treated as an Administrative Failure to Perform.
- 6.6.5 The Contractor(s) shall develop and submit a **Registration and Emissions Inspection Compliance Plan (CDRL 0028)**.

6.7 Fueling

- 6.7.1 The Contractor(s) shall be responsible for vehicle fueling and shall describe the intended process for fueling Mobility vehicles in its proposal.
- 6.7.2 The MDOT MTA will reimburse Contractor(s) for actual fuel costs incurred for revenue vehicles, with no mark-up, on a pass-through basis, subject to a five percent (5%) limitation as described below:
 - 6.7.2.1 Subject to the five percent (5%) limitation described herein, the MDOT MTA shall reimburse Contractor(s) for the actual cost for fuel for revenue vehicles, with documentation of actual fuel use by vehicle and actual fuel purchases.
 - 6.7.2.2 The Price per gallon shall be no more than five percent (5%) greater than the American Automobile Association (AAA) price per gallon for regular unleaded gasoline and diesel, as shown in the AAA Daily Fuel Gauge Report for Baltimore on the day in which the fuel was purchased.
 - 6.7.2.3 The Contractor(s) shall not charge or otherwise require any of its subcontractors to pay Contractor(s) for fuel or revenue vehicles.
- 6.7.3 The Contractor(s) shall ensure that the fuel is used solely for the following purposes:
 - 6.7.3.1 MDOT MTA Mobility owned vehicles used by the Contractor(s) for Mobility service as determined by the schedule or used for Mobility vehicle Operator training and other services as specifically called for in writing by MDOT MTA's representative.
 - 6.7.3.2 Contractor(s) supplied MDOT MTA Mobility supplemental vehicles. These vehicles shall be approved in writing by the MDOT MTA's designated representative prior to fueling.
- 6.7.4 The Contractor(s) shall ensure that no person operates fueling equipment without successful completion of an approved Fuel Transfer Safety training course.

7 Facilities

7.1 General

- 7.1.1 The Contractor(s) shall provide facilities that are within the core Mobility service area to minimize vehicle deadhead time and mileage.
- 7.1.2 The facilities shall be sufficient to accommodate the number of staff, management functions, and vehicle storage and maintenance required under this contract.
- 7.1.3 The Contractor(s) shall provide all commercial utilities for the facility.
- 7.1.4 The facility and all activities performed at the facility, including vehicle maintenance, shall comply with all federal, state, and local safety requirements and laws including but not limited to fire codes, building codes, OSHA requirements, and environmental regulations.
- 7.1.5 The Contractor(s) shall ensure each facility is operational twenty-four hours per day, three hundred sixty-five days per year as required to support Mobility service hours, including inclement weather days (snow days).
- 7.1.6 The Contractor(s) shall provide all facilities needed for the provision of Mobility service and maintenance of vehicles.
 - 7.1.6.1 The Contractor(s) shall provide an Operating Division dedicated to Mobility Service.
 - 7.1.6.2 The Contractor(s) may utilize a facility it owns.
 - 7.1.6.3 The Contractor(s) may utilize a facility leased by the Contractor(s). The lease shall be severable, with MDOT MTA rights to assume the lease.
 - 7.1.6.4 Assignment of the lease to be given to the MDOT MTA upon award of the Contract.
- 7.1.7 All facilities must have a back-up generator(s) with sufficient power to ensure full operational capability in the event of power outages.
- 7.1.8 The Contractor(s) shall develop of a **Facility Continuity of Operations Plan (COOP) (CDRL 0029)** that includes, but is not limited to the relocation of Service Delivery dispatch/yard operations in the event of service interruptions affecting the Contractor(s)' ability to provide service from those locations.

7.2 Office Provisions

- 7.2.1 The facility shall include sufficient office space dedicated for Mobility including all support functions (i.e., Training, Safety, Dispatch, Maintenance, Administrative, Secure Lost and Found area, etc.)
- 7.2.2 The Contractor(s) shall provide all technology, equipment, and systems for communication needed to support Service Delivery.
- 7.2.3 The facility shall physically locate near peak service demand density.
- 7.2.4 The Contractor(s) shall provide a secure location for the storage of vehicles that provides sufficient protection from vandalism, theft, and related problems.
- 7.2.5 The Contractor(s) shall provide a secure location that ensures a safe working environment where employees and visitors are protected while working and/or

transiting to and from their work location; especially during hours when few personnel may be on the property.

7.3 Space Provisions

- 7.3.1 The Contractor(s) shall ensure that the facilities(s) provided has adequate space for the efficient movement of personnel, assets, and maintenance activities.
- 7.3.2 The Contractor(s) shall ensure that the facility provided has some excess capacity that would permit a minimum of 15% growth in the Mobility paratransit fleet.
- 7.3.3 The Contractor(s) shall provide adequate and reasonable office/desk space in each facility for the MDOT MTA and the QA/QC contractor to conduct audits and document reviews.
- 7.3.4 The Contractor(s) shall devote a portion of the facility to vehicle maintenance. At a minimum, the vehicle maintenance portion of the building shall include:
 - Vehicle maintenance bays.
 - Vehicle parts storeroom(s).
 - Vehicle wash bays.
 - Component repair sub-shop areas.
 - Tire shop and secure tire storage.
 - Bulk oil storage.
 - Waste oil storage.
 - Battery management area.
 - Bulk fuel station.

7.4 Combined Operations and Maintenance Facility

- 7.4.1 Facilities shall include, but not be limited to, inside garage with vehicle bays and sufficient area to allow the Contractor(s) room for a maintenance area, parts storage area, revenue vehicle cleaning and servicing area, building, shop area, grounds, administrative offices, classroom/s for training use, vehicle parking lot, vehicle Operator area, and a Vehicle Operator report area.
- 7.4.2 The Contractor(s) is/are required to provide an itemized list of all proposed facility related equipment, to include quantities, salient characteristics, make, model numbers, product life cycles and descriptive literature.
- 7.4.3 The MDOT MTA requires that all locations perform on-site vehicle maintenance.
- 7.4.4 Where off-site or contracted repair is proposed, the Contractor(s) shall, at a minimum inspect all repairs upon return to the Contractor(s)' maintenance facility and prior to returning the vehicle to revenue service.
- 7.4.5 Off-site repair proposals shall be approved by MDOT MTA in advance, and the Contractor(s) shall specify the type of repair to be performed at the off-site location (i.e., body shop, transmission shop, etc.).
- 7.4.6 Each of the Contractor(s)' maintenance facilities shall include, but not be limited to:
 - A controlled access storeroom.
 - A vehicle wash bay.
 - Dedicated parking area for Mobility vehicles and a separate parking area for employee vehicles.

- Bulk fluid delivery and storage system for Oil, ATF, and coolant.
- Waste oil bulk storage tank.
- EPA approved battery storage area for both new and old batteries.

7.4.7 The Contractor(s) shall develop and submit an **Operations and Maintenance Facility Plan (CDRL 0030)** to the MDOT MTA for review and approval. At a minimum, the Facility Plan shall include:

7.4.7.1 An analysis of proximity to service demand, location, size, safety, security, and space considerations.

7.4.7.2 The proposed layout of the administrative and vehicle maintenance spaces.

7.5 Safety and Security

7.5.1 The Contractor(s) shall segregate the parking of revenue vehicles from that of personal vehicles.

7.5.2 The revenue vehicle parking area should prohibit personal vehicle parking.

7.5.3 In the absence of a separate parking area, the Contractor(s) shall submit in writing a specific daily operations plan indicating how personal vehicles and revenue vehicles shall always remain separated.

7.5.4 The Contractor(s) shall utilize a one-way traffic pattern whenever possible to enhance efficiency and safety during deployment and retrieval of vehicles.

7.5.5 To ensure the security of staff and vehicles, the Contractor(s) shall implement strict access controls including, but not limited to:

7.5.5.1 Revenue vehicle parking lots shall be fenced and gated with the ability to be locked.

7.5.5.2 Any location without 24-hour coverage must ensure all revenue vehicles are secure behind a fence and locked gate or secured inside a locked shop whenever the property is unattended.

7.5.6 All facilities must meet or exceed all statutory and MDOT MTA guidelines for Safety and Environmental, OSHA, and EPA, and be in accordance with **MDOT MTA's PTASP (see Appendix 10)**.

7.5.7 The Contractor(s) shall develop and submit a detailed **Facility Safety and Security Plan (CDRL 0031)** to the MDOT MTA for review and approval.

8 Customer Service Requirements

8.1 Mobility Customer Service

Mobility Customer Service includes, but is not limited to, the following functions:

- MDOT MTA approved public communication.
- Receiving and responding to customer feedback (complaints, commendations, and or inquiries).
- Customer information.
- Public meeting support as approved or required

8.2 Public Communication

8.2.1 MDOT MTA is the sole representative of the Mobility service.

8.2.2 The Contractor(s) and its employees, agents, and subcontractors shall not communicate with print, television, radio, or electronic/social media without prior, expressed written MDOT MTA approval.

8.2.3 The Contractor(s) and its employees, agents, and subcontractors shall redirect all inquiries from the press; local, state, and federal agencies; by public interest; or private for-profit or non-profit interest groups, to the MDOT MTA.

8.2.4 The Contractor(s) and its employees, agents, and subcontractors are prohibited from conducting community outreach or marketing of Mobility services except as specifically authorized by MDOT MTA.

8.2.5 The Contractor(s) shall not discuss any Mobility issues with the public or media unless specifically authorized in writing by the MDOT MTA.

8.2.6 All media inquiries should be directed to the Office of Communications and Marketing (OCM). The media relations staff is responsible for responding to press inquiries and arranging interviews. Employees may not discuss MDOT MTA-related issues with any media organization or other individuals or organizations unless authorized to do so by the Office of Communications and Marketing. Please notify your Supervisor or OCM if/when anyone from the media or an outside organization contacts you.

8.2.7 The Contractor(s) shall reproduce and distribute MDOT MTA issued bulletins on all vehicles providing Mobility service (taxis excluded) advising customers of upcoming holiday schedule service changes, public hearings, and policy changes on all vehicles used to provide Mobility service while also providing MDOT MTA approved information to Mobility customers.

8.2.8 The Contractor(s) shall not produce and/or distribute any bulletins, flyers, or other media on any vehicles used to provide Mobility service that are not approved by the MDOT MTA.

8.2.9 MDOT MTA is the sole representative of the Mobility service, therefore:

- 8.2.9.1 All questions, complaints, or contact from sources of any kind shall be referred directly to the designated MDOT MTA representative.

- 8.2.9.2 The Contractor(s) shall not discuss any Mobility or Contractor issues, policies, and procedures with the public or media unless specifically authorized by the MDOT MTA in writing.
- 8.2.9.3 The Contractor(s) shall not accept any complaints from passengers. All complaints shall be referred to MDOT MTA Mobility.
- 8.2.10 The Contractor(s) and its employees, agents, and subcontractors shall not communicate on any web or social media platform regarding Mobility Service. The Contractor(s) shall develop and submit to the MDOT MTA a **Social Media Policy (CDRL 0032)** for its employees and said policy shall be distributed to all employees during new employee orientation and posted at all work locations.

8.3 Complaint Investigation, Resolution and Correspondence

- 8.3.1 The QA/QC Contractor has primary responsibility for initial intake of customer feedback using the Trapeze PASS-COM application and will coordinate with the MDOT MTA and Mobility Contractors to ensure expeditious investigation and equitable resolution of complaints.
- 8.3.2 The QA/QC Contractor will forward customer feedback to the MOCC and Contractor(s) for investigation and response.
- 8.3.3 The Contractor(s)' Managers shall conduct interviews of operators and/or employees involved in complaints/incidents, take appropriate action to achieve resolution, and respond to complaints within three (3) business days.
- 8.3.4 The Contractor(s) shall not accept complaints directly from Mobility customers but shall instead advise Mobility customers that complaints are to be communicated directly in writing to the Mobility Customer Service line. The Contractor(s) shall then directly notify the MDOT MTA Manager in writing of the customer's request.
- 8.3.5 The Contractor(s) shall resolve service problems, assist customers, and avoid complaints wherever possible. The Contractor(s) shall also immediately notify MOCC of any service problems that may negatively impact service delivery as reported by customers and/or other MDOT MTA units.
- 8.3.6 Complaints against the Contractor(s) may include complaints from or on behalf of customers or the public concerning the Contractor(s) or the Contractor(s)' subcontractors under this agreement. The Contractor(s) is not responsible for complaints regarding MDOT MTA policies or eligibility determinations. All complaints will be considered valid unless Contractor(s) demonstrates subject of complaint is without merit.
- 8.3.7 The Contractor(s) shall develop and submit for MDOT MTA for review and approval a **Complaint Investigation, Resolution, and Correspondence Procedure (CDRL 0033)** that, at a minimum, complies with MDOT MTA policies and procedures.

8.4 Escalated Complaints

- 8.4.1 The Contractor(s) shall provide an expedited same day review, quick investigation, and responsive feedback to address concerns from senior MDOT MTA management.
- 8.4.2 Escalated inquiries from MDOT MTA management or Customer Service shall be treated as urgent and time sensitive requests.

8.5 Public Meetings

The Contractor(s) may be required to attend a weekly public customer service committee meeting. The Contractor(s) shall attend MDOT MTA's Citizens Advisory Committee for Accessible Transportation (CACAT) meetings (held twice per month - once for the CACAT meeting and once for the Mobility subcommittee meeting).

8.6 Community Outreach Events

As required by MDOT MTA, the Contractor(s) shall participate in and represent MDOT MTA at community outreach events where information or presentations on Mobility service are required. These events may occur during normal business hours, on weekdays after normal business hours, or on weekends and typically do not exceed two, monthly.

8.7 Lost and Found Program

- 8.7.1 The Contractor(s) shall designate a staff member as the Lost and Found Program Coordinator responsible for administering the lost and found program.
- 8.7.2 The Contractor(s) shall establish a dedicated lost and found phone number, which will be included on the MDOT MTA website and in the MDOT MTA Mobility Riders Guide. This number will be connected directly to the Lost and Found desk at the Contractor(s)' facility.
- 8.7.3 When a personal item is discovered on a vehicle, by either the Vehicle Operator or maintenance personnel, it is to be removed from the vehicle and placed in a secure location at the Contractor(s)' facility.
- 8.7.4 Before it is secured, the employee turning in the lost article shall tag the item with a pre-printed lost and found tag that bears a unique tag number, and the employee shall fill out the tag with all required information including the date, vehicle number, and customer's name (if known).
- 8.7.5 The Contractor(s) shall maintain a database and log all items including the item description, vehicle number, and employee who located the item.
- 8.7.6 If a member of the mechanical staff finds an item, they will notify the Lost and Found Coordinator, who then enters the item into the database.
- 8.7.7 When the Lost and Found Coordinator receives a call about a missing article, they will determine if the item has been turned in by searching database. If the item is not in the database, the Coordinator takes the caller's name, number, item description, and will contact the passenger when/if the item is turned in. The caller may also call back to check if the item has been received. If the item is in the database, the passenger may pick it up at the Contractor(s)' facility during normal business hours, or by appointment. Every effort will be made to return lost items at the Contractor(s)' facility, and alternative arrangements will only be made when it is deemed to be in the best interest of customer service.
- 8.7.8 Customers will be asked to sign a receipt on returned items with proof of identification. The Customer will receive copy of receipt upon their request.

- 8.7.9 Lost items will be inventoried for thirty (30) calendar days, afterwards it shall be donated to charity or disposed. High value items such as cell phone, laptops, and car keys will be kept for sixty (60) calendar days.
- 8.7.10 The Contractor(s) shall not store perishable items.
- 8.7.11 The Contractor(s) shall develop and submit a **Lost and Found Procedure (CDRL 0034)** for MDOT MTA review and approval. As part of this procedure, the Contractor(s) shall identify a process for the disposal of high value items or sensitive materials.

9 Fare Administration and Cash Management Requirements

9.1 Payment of Mobility Fares

- 9.1.1 Vehicle Operators are required to collect correct fares, as specified, from customers riding Mobility services.
- 9.1.2 Full and exact payment of Mobility fares is required for all trips, and Vehicle Operators shall not provide change.
- 9.1.3 Fares are calculated by the Trapeze PASS system at the time a trip is booked, and reservation agents inform the customer what the total fare will be.
- 9.1.4 The Vehicle Operators shall confirm customer identification.

9.2 PCA and Companion Fares

- 9.2.1 Personal Care Attendants (PCA) traveling with certified customers are not charged.
- 9.2.2 Companions, including children age six (6) and older, must pay the full fare.
- 9.2.3 Up to two children less than six years of age can travel with an eligible adult.
- 9.2.4 In accordance with MDOT MTA established fare structure, and as designated by MDOT MTA, some passengers may ride without paying.

9.3 Fare Reconciliation

- 9.3.1 All fares required to be paid will be deducted from and credited against invoices presented to MDOT MTA.
- 9.3.2 Fares collected should be equal to the fares for all trips completed, minus trips completed for Personal Care Attendants (PCAs), up to two (2) children under the age of six (6), MDOT MTA employees who are ADA-eligible, eligibility trips, appeal process hearings and other fare policy categories as specified by the MDOT MTA.
- 9.3.3 The Contractor(s) shall provide a monthly report totaling the number of fares to collect and the actual fares collected. Any discrepancies in the collection of fare revenue is the responsibility of the Contractor(s) and will be credited against the invoices presented to the MDOT MTA.

9.4 Fare Administration and Cash Management Options

- 9.4.1 MDOT MTA recognizes there are multiple options related to fare administration and cash management in transit operations. The Contractor(s) may propose an innovative fare administration and cash management option for review and approval by MDOT MTA.
- 9.4.2 In the future, MDOT MTA may have the Contractor(s) use other means of electronic fare collection, including but not limited to smart cards, mobile data terminals, mobile phone applications, etc., and MDOT MTA will work with the Contractor(s) if such a change is to be implemented.

9.5 Fare Reporting

- 9.5.1 Fare receipts shall be removed from the vehicles daily and reconciled against the stated number of trips by each Contractor(s).
- 9.5.2 All fare receipts, including non-cash payment methods such as tickets, script, etc., shall be reported daily.

- 9.5.3 Any shortages shall be investigated, reported to the MDOT MTA, and corrected by the Contractor(s) in its immediately succeeding monthly report.
- 9.5.4 The Contractor(s) shall submit documentation of expected revenue collection (based on the schedules) with the monthly operating report and is responsible for any shortages from expected revenues.
- 9.5.5 Cash fares are retained by the Contractor(s) and deducted, as a line item, from the Contractor(s)' monthly invoice.
- 9.5.6 Revenue due the MDOT MTA will be calculated using the trip data contained in the manifests and as recorded by the MDT.

9.6 Vouchers

9.6.1 General

- 9.6.1.1 Vehicle Operators shall collect vouchers from MobilityLink customers and submit them to appropriate Contractor(s) staff upon return to base.
- 9.6.1.2 Contractor(s) management staff shall count, and batch vouchers received from Vehicle Operators, complete associated paperwork, and submit vouchers and associated paperwork to the MDOT MTA QA/QC Contractor.

9.6.2 Vehicle Operator Requirements

- 9.6.2.1 Throughout the course of a run, Vehicle Operators shall accept MobilityLink vouchers.
- 9.6.2.2 Vehicle Operators shall treat MobilityLink vouchers as cash.
- 9.6.2.3 Upon return to base, Vehicle Operators shall deposit all vouchers in accordance with the service delivery provider's policies and procedures.

9.6.3 Contractor(s) Management Staff Responsibilities

- 9.6.3.1 Contractor(s) management staff shall receive vouchers deposited by Vehicle Operators and store them in a secure location until they can be counted and delivered to the MDOT MTA.
- 9.6.3.2 Management staff shall count vouchers and complete/sign the MDOT MTA's Voucher Transmission Form.
- 9.6.3.3 Management staff shall batch the vouchers in accordance with MDOT MTA procedures.
- 9.6.3.4 Contractor(s) staff shall deliver vouchers for the preceding week to MDOT MTA QA/QC Management staff at 4201 Patterson Ave., Baltimore, MD 21215 on weekly basis as directed by MDOT MTA.
- 9.6.3.5 The courier delivering the vouchers shall complete and sign the MobilityLink Voucher Log.

10 Information Technology

10.1 General

10.1.1 Information Technology comprises hardware; software and communications systems used outside of but in coordination with the MOCC to support operation of Mobility service, and include but are not limited to:

10.1.1.1 MDOT MTA furnished technology:

- In-Vehicle Technology (MDC/AVL)
- Approved Radio Communication systems

10.1.1.2 Contractor(s) provided technology

- Workstations and peripheral equipment (printers, etc.)
- Network connections
- Voice (landline) communications
- Third-party applications, as approved by the MDOT MTA
- Incident Monitoring System

10.1.2 All IT equipment failures shall be addressed and resolved within 24 hours.

10.1.3 The Contractor(s) shall provide corporate and/or local 24/7 IT support for its end users.

10.1.3.1 The Contractor(s)' end users shall call the Contractor(s)' IT support for all issues.

10.1.3.2 Once the Contractor(s)' IT support has triaged the issue, it shall contact the MDOT MTA IT for additional support if needed.

10.1.3.3 The Contractor(s) shall have an on-call IT network support function available to provide IT network engineering resources to meet with MDOT Network engineering to respond to IT connectivity issues. Such technical support should have a response time not to exceed two hours regardless of time of day, day of week or holiday.

10.1.4 The Contractor(s) shall develop and submit to the MDOT MTA for review and approval, a detailed **Information Technology Plan (CDRL 0035)** that describes how it will comply with the requirements in this section.

10.2 Technology Staff Requirements

10.2.1 The Contractor(s) shall have local staff available and on call 24 hours per day/seven days per week, including weekends and holidays to support the various technology and communication equipment supplied by MDOT MTA.

10.2.2 This staff shall be well versed in the technology and able to solve any technology problems.

10.3 Workstations and Connectivity

10.3.1 For each Division/Garage supporting Mobility service, the Contractor(s) shall provide all necessary Information Technology as required. Contractor(s) will connect to MDOT MTA virtual desktops using VMWare Horizon Client software installed on their desktops and over site-to-site VPN tunnel connecting through the Internet to

the MDOT MTA enterprise, unless specified otherwise in these Technical Specifications.

- 10.3.2 The Contractor(s) shall ensure there is adequate bandwidth to fully support the Contractor(s)' ability to fully support the MDOT MTA's Operation.
- 10.3.3 The Contractor(s) shall comply with all network configuration and security requirements mandated by MDOT MTA.
- 10.3.4 The Contractor(s) shall provide for 24-hour operations, with power backup systems to accommodate continuity of operations in the event of a power outage.
- 10.3.5 The Contractor(s) shall provide all Information Technology systems and equipment needed to support service delivery operations including, but not limited to:
 - 10.3.5.1 Assignment of Vehicle Operators, vehicles, and runs.
 - 10.3.5.2 Window dispatch and monitoring functions.
 - 10.3.5.3 Printing manifests and various reports.
 - 10.3.5.4 Onboard incident management.
 - 10.3.5.5 Vehicle maintenance and service activities.
 - 10.3.5.6 Other functions approved by the MDOT MTA.
- 10.3.6 MDOT MTA will provide limited support for connectivity problems up to the last MDOT MTA node interfaced with the Internet. The Contractor(s) is responsible for all other services, maintenance, updates, security patches, and network connectivity to the last Contractor(s) node, including their internet service provider.
- 10.3.7 The Contractor(s) shall provide workstations that fully support and interface with MDOT MTA's enterprise systems that includes, but are not limited to, the following applications:
 - Mobility trapeze applications and servers.
 - Others as determined by the MDOT MTA.

10.4 On-Board Vehicle Technology

- 10.4.1 Each vehicle operated under the terms of this contract, shall be equipped with approved radio communications technology capable of communicating with a base station operated by the MOCC Contractor and capable of communication throughout the Mobility service area.
- 10.4.2 The Contractor(s) shall provide a **Semi-Annual Physical Inventory (CDRL 0036)** of MDOT MTA-owned assets. The Contractor(s) shall describe in develop and submit a **Semi-Annual Physical Inventory Plan (CDRL 0037)** to the MDOT MTA for review and approval.
- 10.4.3 The Contractor(s) is responsible for all maintenance and repairs associated with on-board vehicle technology. The Contractor(s) shall develop and submit a **Detailed On-Board Vehicle Technology Maintenance Plan (CDRL 0038)** to the MDOT MTA for review and approval.
- 10.4.4 Mobile Data Computer (MDC)/Mobile Data Terminal
 - 10.4.4.1 MDOT MTA shall provide the initial MDC Rangers and associated components for non-verbal communication between the MOCC and

Mobility vehicles. MDOT MTA shall also provide the wireless service used to facilitate the communication.

10.4.4.2 The MDC Rangers shall be used to receive, store, and collect electronic manifest information, as well as vehicle location information (via GPS) and text communications. Data from the vehicles is collected in real-time and provides a view of the overall operational status of the vehicle.

10.4.4.3 The MDC Rangers shall be mounted and positioned within reach of the Vehicle Operator's seated position and where the Vehicle Operators can access the MDC digital display.

10.4.4.4 The MDC Rangers interface with the Mobility reservation and scheduling system and will be used in all revenue vehicles to facilitate real-time recording, trip data transmission, and vehicle location capabilities.

10.4.4.5 MDC Ranger Maintenance

- The Contractor(s) are responsible for all maintenance, repairs, and replacement of the MDC Rangers.
- The Contractor(s) shall identify and describe the proposed maintenance plans associated with MDC and AVL technology equipment.
- MDC Rangers rendered inoperative due to physical damage or loss will be immediately repaired or replaced by the Contractor(s) at its sole expense.

10.4.5 Onboard Incident Management System

10.4.5.1 An onboard incident management system is a Vehicle Operator safety technology which focuses on identifying and addressing the root causes of poor driving behavior by combining sight and sound with real-time Vehicle Operator feedback.

10.4.5.2 The Contractor(s) shall provide, install, and maintain an on-board incident management system for use in all mobility vehicles. The Contractor(s) shall submit its **On-Board Incident Management System Solution (CDRL 0039)** to the MDOT MTA for review and approval.

10.4.5.3 The On-Board Incident Management system shall facilitate the identification of the root causes of poor driving behavior by combining sight and sound with real-time Vehicle Operator feedback so that the Contractor(s) can address these issues and improve Mobility service.

10.4.5.4 The On-Board Incident Management System shall, at a minimum meet the following requirements:

- Provide wireless video download capability
- Have a minimal hardware footprint
- Provide recording of incidents and accidents
- Provide continuous recording capability
- Include an option for Vehicle Operator activation
- Allow MDOT MTA to access real time or historical data/video

10.4.5.5 The MDOT MTA retains ownership of video and Chain of Custody of video

10.4.6 Push-To-Talk (PTT) Devices

- 10.4.6.1 The MDOT MTA, or its MOCC contractor, will provide the Contractor(s) with PTT communication devices for use by Vehicle Operators.
- 10.4.6.2 The Contractor(s) will be responsible for issuing the devices to Vehicle Operators and/or Supervisors
- 10.4.6.3 The Contractor(s) will be responsible for maintaining a sufficient number of charged operable devices.
- 10.4.6.4 In the event a device is lost, damaging, or malfunctioning the Contractor(s) will be responsible for device repair and/or replacement costs and coordination with the MDOT MTA or MOCC contractor.

11 Information Systems

11.1 Information Systems General Information

- 11.1.1 MDOT MTA currently uses several enterprise applications. Access to and use of these applications will be granted to the Contractor(s) for use in managing Mobility service, as determined by MDOT MTA. MDOT MTA reserves the right to update, upgrade, and/or replace its enterprise applications at any time during the Contract period. MDOT MTA anticipates providing dedicated IT staff to support the Mobility enterprise systems and infrastructure.
- 11.1.2 The current IT infrastructure for Mobility includes two physical servers. Generally, Mobility users connect directly to virtual desktops via either thin client devices or VMWare Horizon client on physical desktops. The Trapeze database currently resides on a Microsoft SQL 2016 server.
- 11.1.3 MDOT MTA may schedule upgrades to enterprise applications at its discretion and expense, and any upgrades will be coordinated with the Mobility Contractor(s). The Contractor(s) shall have their staff attend appropriate software training on a regular basis to ensure staff stays fully up-to-date and trained on MDOT MTA-provided software. Staff attendance at software training will be at each Contractor(s)' expense.
- 11.1.4 The Contractor shall protect State data according to a written security policy. In accordance with RFP Section 3.7.6, the Contractor shall develop and submit to the MDOT MTA for review and approval a **Security Plan (CDRL 0040)** that details the steps and processes employed by the Contractor to ensure compliance with the security requirements of the Contract. The Security Plan shall be updated on an annual basis.

11.2 Trapeze

- 11.2.1 The Trapeze Group supplies Mobility with the core applications that calculate routes and schedules, create reservations, and certify customers' eligibility. In addition, Trapeze provides integrated modules for interactive voice response system (IVR) and web functionality, vehicle monitoring, customer complaints processing, and planning.
- 11.2.2 Primary Trapeze applications in use at Mobility:
 - 11.2.2.1 PASS with CT - Core application for demand-response trip booking, scheduling, and routing. The Trapeze Workstation application is available to users via Microsoft Remote Desktop Services.
 - 11.2.2.2 PASS-CERT - Customer master records, ADA certification and eligibility information is stored in CERT. Service Delivery Contractor(s) employees do not generally have access to the CERT application because the Mobility Office of Eligibility Certification is responsible for maintaining Mobility customer records.
 - 11.2.2.3 PASS-MON with AVL - PASS-MON (MDT Server) is the data communications conduit for dispatch functions between the MOCC and

service vehicles. Trapeze MDTInAVL (AVL Agent) assists the MDT Server with processing vehicle location information.

11.2.2.4 PASS-COM - Customer Service application for the intake and investigation of commendations, complaints, and inquiries regarding Mobility service. Feedback from customers is received by the QA Contractor and investigations are conducted by MDOT MTA and Service Delivery Provider employees.

11.2.2.5 PASS-IVR - IVR is used for both inbound and outbound calls. Inbound calls reach an auto-attendant and customers have the choice of speaking to an agent or interacting directly with the Trapeze system, using their client ID and password to check on the status of their trips, or to confirm or cancel their trips. IVR "Reminder" calls go out to customers the evening before the day of service. "Arrive" calls are triggered at the time the Vehicle Operator presses a button on their MDC, indicating their arrival at the pickup location.

11.2.2.6 PASS-WEB - There is a web portal providing customer access to the Trapeze system. Using their client ID and password, customers can book new trips, check on the status of their trips, or confirm or cancel their trips. Additionally, they can verify personal information and update phone numbers related to their Mobility account. Also, they can submit requests for updating other personal information and can file commendations or complaints via the web portal.

11.2.3 Trapeze Reports

11.2.3.1 MDOT MTA Mobility uses Trapeze Real Time Views and Viewpoint, and the Contractor(s) shall be proficient in the use of these reporting tools.

11.2.3.2 The Crystal runtime Trapeze Reports provided by Trapeze are generally used in support of Mobility operations.

11.2.3.3 The Contractor(s)' on-site management team, with supplemental regional and corporate resources providing support and regular training, shall be responsible for training and development in the use of these reporting tools.

11.3 Vehicle and Asset Management System

11.3.1 MDOT MTA uses Maximo as its comprehensive asset management program.

11.3.2 Maximo is MDOT MTA's current system of record for asset management, is used to track assets and activities related to asset management.

11.3.3 The Contractor(s) shall utilize systems provided by MDOT MTA (Maximo) to track assets such as vehicles and activities related to their management such as maintenance.

11.4 Third-Party Applications

11.4.1 Contractor(s) shall provide, subject to MDOT MTA's approval, software applications, programs and/or databases, that the Contractor(s) deem necessary for the provision of Mobility service during the term of this Contract.

- 11.4.2 Contractor(s) shall provide licensing and rights to the associated applications, etc. for unlimited use by MDOT MTA for the term of the Contract and the option for one equal period including maintenance.

11.5 TrackitTransit

- 11.5.1 MDOT MTA and its QA/QC contractor use tablets with TrackitTransit software installed to conduct audits, monitor service delivery operations, and record safety and operational procedure violations.
- 11.5.2 The Contractor(s) shall access the TrackitTransit website, and use the login credentials provided by MDOT MTA, or its designee, to access and respond to audit findings and violations.
- 11.5.3 The Contractor(s) shall address all audit findings and violations within five business days of the date it is recorded in the TrackitTransit application.

12 Data Administration and Reporting Requirements

12.1 General Data Admin and Reporting Requirements

- 12.1.1 Contractor(s) shall submit timely and accurate reports.
- 12.1.2 Contractor(s) shall be responsible for providing both standard and ad hoc reports as required by the MDOT MTA.
- 12.1.3 The MDOT MTA shall have the right to review and approve all reports, supporting data, and records. MDOT MTA will work with the Contractor(s) to establish the report content and format. MDOT MTA also reserves the right to approve the data source for all reports.
- 12.1.4 The Contractor(s) shall have real-time access to Trapeze based data that may include real time and ad-hoc report access capabilities.
- 12.1.5 The Contractor(s) shall provide all information and reports including as outlined in this Scope of Work.

12.2 Retained Records

- 12.2.1 All data, records and work products produced by, for or on behalf of the Contractor(s) pursuant to this scope of work shall become the sole property of MDOT MTA.
- 12.2.2 Work products are defined as, but are not limited to, items such as documents, audio recordings, field notes, records, computations, calculations, work sheets, sketches, drawings, specifications, cost estimates and formulas, intellectual property, laboratory data, test results, correspondence and all other products resulting from the work performed by the Contractor(s) under this scope of work.
- 12.2.3 No item associated with recording and reporting on performance of this contract(s) may be deemed proprietary to the Contractor(s). All final reports shall be stored at a location established by the administration.

12.3 Confidential Information

- 12.3.1 No reports, information, data, documents, or correspondence given to or prepared or assembled by the Contractor(s) or the Contractor(s)' subcontractors under this Contract shall be made available to any individual or entity without prior written approval of MDOT MTA.
- 12.3.2 Removal of any document or data from the MDOT MTA, service facility and or network is prohibited.

12.4 Daily Reports (CDRL 0041)

- 12.4.1 Daily reports (or real time data) shall include, but are not limited to limited to the following information/reports:
 - 12.4.1.1 Vehicle Availability Report
 - Every twenty-four hours, or at a time agreed upon by the MDOT MTA and the Contractor(s), a vehicle availability report shall be provided to the MDOT MTA. The Vehicle Availability report shall include each vehicle, by vehicle number, and indicate the following status and accumulated daily information:

- Assigned location.
- MDC/AVL Active (AVL is a function of the MCD) (Y/N).
- In-Service Status (Y/N).
- Out of Service (OOS) (Y/N). If the status is OOS the following shall be noted:
 - Vehicle Location.
 - Reason Vehicle is OOS.
 - OOS Date.
 - Estimated Return to Service.
 - Odometer Reading.

12.4.1.2 Daily Operations and Performance Report

Every twenty-four hours, or at a time agreed upon by the MDOT MTA and the Contractor(s), the Contractor(s) shall submit a Daily Operations and Performance Standards Report to the MDOT MTA. The Daily Operations and Performance Standards Report shall include, but is not limited to the following:

- OTP
- Assigned Runs
- Runs closed for productivity
- Runs closed for manpower
- Total AM pullouts
- Total PM pullouts
- On-Time Pullout percentage
- Late gates
- Late to first pick-up
- Late to first pick-up after lunch
- Early Quits
- Total OOS events
- Incidents
- Accidents
- Other events

12.4.2 The Contractor(s) shall provide its **Daily Report Format (CDRL 0042)** for review and approval to the MDOT MTA.

12.5 Weekly Reports (CDRL 0043)

The Contractor(s) will provide weekly reports (or real time data) in a format approved by the MDOT MTA that includes but is not limited to the following information/reports:

12.5.1 Weekly Staffing Report

The Contractor(s) shall maintain and submit to MDOT MTA each Tuesday, a Weekly Staffing Report for the preceding week, that includes, but is not limited to the following:

- Vehicle Operator staffing levels
- Vacancy counts

- Extra board Vehicle Operator availability
- Daily absenteeism

12.5.2 Weekly Incident/Accident Report

The Contractor(s) shall maintain and submit to MDOT MTA each Tuesday for the preceding week, a Weekly Incident/Accident Report (in spreadsheet format) that lists each incident/accident occurring during the reporting period. The report shall include, but is not limited to the following, for each incident/accident that occurred during the reporting period:

- Date of incident/accident
- Time of incident/accident
- Vehicle Number
- Vehicle Operator Name, Hire Date, and Length of Employment (Days)
- Number of passengers
- Passenger(s) location during incident
- Address where incident occurred (Including Street Number, Street Name, City, State, and Zip Code)
- Incident location type
- Incident description
- Weather conditions
- Road conditions
- Name of Road Supervisor that arrived on scene
- Road Supervisor arrival time
- Response time
- Chargeable Event (Y/N)
- Preventable/Non-Preventable
- EMS Transport (Y/N)
- Number of Mobility persons EMS transported (including driver)
- Number on Non-Mobility persons EMS transported
- Vehicle towed (Y/N)
- Incident reviewed on Drive Cam (Y/N)

12.5.2.1 Weekly Safety Performance Summary

The Contractor(s) shall develop and submit to MDOT MTA each Tuesday for the preceding week, a Weekly Safety Performance Summary Report that includes, but is not limited to:

12.5.2.2 The preventable accidents/incidents categorized in the following groups:

- Mirror Strike Collision
- Struck Fixed Object
- Side Swipe Collision
- Rear-End Collision
- Backing Collision
- Other

12.5.2.3 For each preventable accident/incident, the Contractor(s) shall provide a narrative Incident Description that includes, but is not limited to the following:

- Date and time of incident
- Mobility vehicle number
- Route number
- Vehicle Operator name
- Description of incident/accident
- Number of passengers on board and any injuries
- Vehicle Operator removed from service (Y/N)
- Post-Accident drug and alcohol test required (Y/N)
- A narrative describing corrective actions taken by the Contractor(s) to prevent recurrence of preventable accidents and incidents based on a review of accidents and incidents that occurred during the week.
- A narrative describing deficiencies that have been identified during the week and proactive measures and areas of focus to address those deficiencies.

12.5.2.4 Weekly Operations and Performance Report

The Contractor(s) shall maintain and submit to MDOT MTA each Tuesday by close of business for the preceding week, a Weekly Operations and Performance Report. The Weekly Operations and Performance Report shall roll-up data from the Daily Operations and Performance reports and include, but is not limited to the following:

- OTP
- Assigned runs
- Runs closed for productivity
- Runs closed for manpower
- Total AM pullouts
- Total PM pullouts
- On-Time pullout percentage
- Late gates
- Late to first pick-up
- Late to first pick-up after lunch
- Early quits
- Total Out of Service Events
- Incidents
- Accidents
- Other events
- Vehicle Maintenance Report
- Mean distance between failures
- Weekly Odometer Report

12.5.3 Route Closure Tracker Report

The Contactor(s) shall maintain and submit to the MDOT MTA each Tuesday for the preceding week, a Route Closure Tracking Report spreadsheet. The Route Closure Tracker Report shall contain a tab labeled for each month and shall show cumulative data from inception to date. The Route Closure Report shall contain the following information for each service day:

- Total Night Before Closures and number of each route closed.
- Total Same Day Closures and number of each route closed.
- Total Closures for the day.

12.5.4 The Contractor(s) shall provide its **Weekly Report Format (CDRL 0044)** for review and approval to the MDOT MTA.

12.6 Monthly Reports (CDRL 0045)

The Contractor(s) shall maintain and submit to the MDOT MTA no later than the tenth of each month, the following monthly reports for the preceding month. The Contractor(s) shall ensure all edits are completed prior to capturing data for final reports.

12.6.1 Terminated Employee List

The Contractor(s) shall provide, on a monthly basis, an encrypted list of all employee names with Social Security Numbers who are terminated while working under this contract for reasons of performance or rule violations.

12.6.2 The Contractor(s) shall submit a Monthly Employee Roster in Excel spreadsheet format to the MDOT MTA Contract Administrator containing the following information:

- Contractor's employee roster
- Hire dates.
- Training completion dates.
- Annual re-training dates and reinstruction re-training dates, if applicable.
- Termination date and reason for termination.

12.6.3 Vehicle Operator Staffing Level Report

The Contractor(s) shall submit a Monthly Operating Staffing Level Support The report shall include, but is not limited to the following information for each Vehicle Operator:

- Vehicle Operator Name and Employee Number
- All training received and completion dates
- Expiration dates for all relevant and/or required certifications/documents including, but not limited to DOT Physicals, Background Checks, and MVA driving records
- How many routes were covered in the reporting period?

12.6.4 Monthly MD Inspection Status Report

The Contractor(s) shall submit a Monthly MD Inspection Status Report containing the following information for each vehicle assigned to the Contractor(s):

- Maryland Tag Number

- Maryland Inspection Date
- Maryland Inspection Due Date

12.6.5 Monthly Incident/Accident Report

The Contractor(s) shall maintain and submit to MDOT MTA no later than the tenth of each month, for the preceding month, a Monthly Incident/Accident Report (in spreadsheet format) that lists each incident/accident that occurred for the during the reporting period. The report shall be an aggregate of the Weekly Incident/Accident Reports and shall include, but is not limited to the following, for each incident/accident that occurred during the reporting period:

- Date of incident/accident
- Time of incident/accident
- Vehicle Number
- Vehicle Operator Name, Hire Date, and Length of Employment (Days)
- Number of passengers
- Passenger(s) location during incident
- Address where incident occurred (Including Street Number, Street Name, City, State, and Zip Code)
- Incident location type
- Incident Description
- Weather conditions
- Road conditions
- Name of Road Supervisor that arrived on scene
- Road Supervisor arrival time
- Response time
- Chargeable Event (Y/N)
- Preventable/Non-Preventable
- EMS Transport (Y/N)
- Number of Mobility persons EMS transported (including driver)
- Number on Non-Mobility persons EMS transported
- Vehicle towed (Y/N)
- Incident reviewed on Drive Cam (Y/N)

12.6.6 Monthly Safety Performance Summary Report

The Contractor(s) shall develop and submit to MDOT MTA by the tenth of each month for the preceding month, a Monthly Safety Performance Summary Report. The Monthly Safety Performance Summary Report shall be an aggregate of the Weekly Safety Summary Performance Reports and shall include, but is not limited to:

12.6.6.1 A narrative detailing the total number of reportable accidents and incidents and how many were preventable and non-preventable

12.6.6.2 The preventable accidents/incidents shall be categorized in the following groups:

- Mirror Strike Collision

- Struck Fixed Object
- Side Swipe Collision
- Rear-End Collision
- Backing Collision
- Other

12.6.6.3 For each preventable accident/incident, the Contractor(s) shall provide a narrative Incident Description that includes, but is not limited to the following:

- Date and time of incident
- Mobility vehicle number
- Route number
- Vehicle Operator name
- Description of incident/accident
- Number of passengers on board and any injuries
- Vehicle Operator removed from service (Y/N)
- Post-Accident drug and alcohol test required (Y/N)
- A narrative describing corrective actions taken by Contractor(s) to prevent recurrence of preventable accidents and incidents based on a review of accidents and incidents that occurred during the week.
- A narrative that describes deficiencies that have been identified during the week and proactive measures and areas of focus to address those deficiencies.

12.6.7 Monthly Operations and Performance Report

The Contractor(s) shall maintain and submit to MDOT MTA no later than the tenth of each month, for the preceding month, a Monthly Operations and Performance Report. The Contractor(s) shall ensure all edits are completed prior to capturing data for final reports. The report shall be an aggregate of the Weekly Operations and Performance Reports and shall include, but is not limited to the following:

- OTP
- Assigned runs
- Runs closed for productivity
- Runs closed for manpower
- Total AM pullouts
- Total PM pullouts
- On-Time Pullout Percentage
- Late gates
- Late to first pick-up
- Late to first pick-up after lunch
- Early quits
- Total Out of Service Events
- Incidents
- Accidents

- Other events
- Vehicle Maintenance Report
- Mean Distance Between Failures
- Monthly Odometer Report

12.6.8 The Contractor(s) shall provide its **Monthly Report Format (CDRL 0046)** for review and approval to the MDOT MTA.

12.7 Annual Reports

12.7.1 National Transit Database (NTD) Required Reports (CDRL 0047)

The Contractor(s) shall develop and submit all required NTD reports. The Contractor(s) is responsible for ensuring that all NTD reports are submitted on time as required by NTD

12.7.2 Comprehensive Annual Report (CDRL 0048)

12.7.2.1 The Contractor(s) shall develop and submit to the MDOT MTA, within 60 business days of the end of the contract year, a Comprehensive Annual Summary Report covering the previous contract year. The Contractor(s) shall make any such corrections or modifications or provide additional information as MDOT MTA may require and shall submit the revised report within fifteen (15) business days of notice of the required correction, modification, or supplementation. The Comprehensive Annual Summary Report shall be a detailed report and shall include, but is not limited to:

- Summary of all information provided in the monthly reports for the contract year being reported
- Issues requiring action and recommendations
- A training program report including number of personnel completing training and person-hours spent in training
- Annualized statistics on service performance

12.7.2.2 The Contractor(s) shall submit its **Comprehensive Annual Report Format (CDRL 0049)** to the MDOT MTA for review and approval.

12.8 Immediate Reporting

12.8.1 Service Problem Reporting

12.8.1.1 Vehicle Operators shall report any service problems to the MOCC as they occur (within fifteen minutes of the occurrence), including but not limited to: accidents, incidents, injuries, vehicle condition, manifest errors, schedule adherence problems, customer no-show, traffic condition, customer behavior problems, excessive customer assistance, customer identification problems, fare payment problems, and any other clarification, required by the Vehicle Operator.

12.8.1.2 The Contractor(s) shall develop and submit to the MDOT MTA an Incident and Accident reporting procedure that, at a minimum, complies MDOT MDOT MTA policies and procedures

12.8.1.3 The Contractor(s) shall ensure that all provisions in MOB.SD.0004 are adhered to and that a specific process is in place to ensure that Vehicle Operators follow the provisions set forth in the policy.

12.8.2 Written Incident Reports

The Contractor(s) shall submit written Incident Reports within 24 hours for 100% of all incidents.

12.9 Records Retention

- 12.9.1 The Contractor(s) shall propose an electronic document scan system for all retained records that are paper based and not available using other systems.
- 12.9.2 The paper-based source shall be organized and retained so any hard copy is readily accessible in 72 hours.
- 12.9.3 The system shall be capable of scanning, storing, using storage media access, including index searchable criteria.
- 12.9.4 The MDOT MTA currently uses TrackIT, but the Contractor(s) shall propose alternative technology accessible by MDOT MTA.
- 12.9.5 The Contractor(s) shall develop and submit to the MDOT MTA for review and approval a **Record Retention Plan (CDRL 0050)**.
- 12.9.6 The Contractor(s) shall retain and maintain all records and documents relating to this Contract for seven (7) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or his designee, at all reasonable times.

13 Training Requirements

13.1 General Training Requirements

- 13.1.1 The Contractor(s) is responsible for all training except where otherwise specified in this RFP.
- 13.1.2 All training content shall be reviewed and approved by MDOT MTA.
- 13.1.3 The Contractor(s) shall ensure Vehicle Operators possess an all-encompassing understanding of Mobility service and safety culture as well as passenger needs.
- 13.1.4 The Contractor(s) shall submit **Vehicle Operator Training Program Completion Documentation (CDRL 0051)** to the MDOT MTA verifying successful completion of the required training program for each Vehicle Operator.
- 13.1.5 The Contractor(s) shall ensure background checks, fingerprinting and MVA records have been sent to the MDOT MTA Contract Administrator for prior to any employee starting on-road training and performing MDOT MTA service. Obtaining background checks, fingerprinting and MVA records are the responsibility of the Contractor(s) at no additional cost to the MDOT MTA.
- 13.1.6 Documentation of initial and annual training and retraining shall be maintained on-site at the Contractor(s)' facility in each Vehicle Operator file.
- 13.1.7 Current Vehicle Operators may have part of their required training waived if the Contractor(s) can provide evidence to the MDOT MTA that each Vehicle Operator has successfully completed equal or better training. Waivers shall be considered on a case-by-case basis. Each waiver shall be approved by the MDOT MTA

13.2 Vehicle Operator Training Requirements

- 13.2.1 Contractor(s) shall provide training to all Vehicle Operators and any other employee potentially involved in vehicle operations prior to their driving for the Mobility program.
- 13.2.2 New Vehicle Operators shall receive a minimum of 110 training hours, regardless of their qualifications and experience. At a minimum, the 110 hours of Vehicle Operator training shall include, but is not limited to:
 - A review of applicable laws and regulations.
 - Eight hours of nationally recognized defensive and safe driving instruction.
 - Vehicle orientation on each type of vehicle used for MDOT MTA operations, including conducting pre-trip inspections.
 - 40 hours (minimum) of behind-the-wheel (BTW) training in all types of paratransit vehicles to be operated under this RFP.
 - Instructors providing BTW training shall assess and document each Vehicle Operator's proficiency, in writing, following this portion of the training.
 - Additional BTW training should be specified by the Instructors and provided as needed for safe vehicle operations.
 - Emergency and evacuation procedures.
 - MDOT MTA policies and procedures for paratransit operations and ADA service.

- MDOT MTA approved **Disability Awareness Training (CDRL 0052)** that includes discussion of polite and proper language and interactions with passengers with disabilities. This training shall include but is not limited to People First Language, Effective Communications, Service Animals, Mobility Aids, Assistance for Individuals who are Blind or have Low Vision, Assistance for Individuals who are Deaf or Hard of Hearing, Assistance to Individuals with Intellectual and/or Developmental Disabilities.
- Procedures for the provision of Origin-to-Destination service, as applicable, including training on passenger assistance.
- Lift/wheelchair tie down techniques and procedures for the transport of passengers with wheelchairs and other mobility devices.
- Operation of radio equipment in accordance with MDOT MTA policies and procedures as well as federal regulations.
- MDOT MTA Zero Tolerance Cell Phone Use Policy.
- Operation of mobile data terminals and communications equipment (MDC/MDT or Rangers) and other technologies MDOT MTA may introduce in the future. Train-the-trainer instruction shall be provided to selected staff to allow Contractor(s) to train Vehicle Operators on an ongoing basis.
- Accurate and legible completion of Vehicle Operator manifest.
- Hands-on training with the radio and mobile data terminals and/or other devices used by the MDOT MTA service.
- A minimum of four (4) hours customer service to include MDOT MTA required training.
- 30 minutes Mobility Operations Control Center (MOCC) orientation.
- Fare collection and record keeping.
- Incident and accident report training.
- A minimum of four (4) hours classroom map reading plus a minimum of eight (8) hours on-street orientation to major roadways and common pick-up locations.
- National Transit Institute Terrorist Activity Recognition and Reaction training; and Response to passenger health issues.
- Other required training may be required as rules and regulations change; the Contractor(s) shall add these trainings at no additional cost to the MDOT MTA.

13.3 Ongoing Annual Training and Refresher Training

13.3.1 Annual Training

Contractor(s) shall provide eight (8) hours minimum of annual on-going training and retraining to Vehicle Operators. Annual training should include, but be not limited to:

- Review of defensive driving techniques.
- Passenger securement.
- Wheelchair lift/wheelchair tie down techniques and procedures, etc.
- Review of policies and procedures.

- Customer service/sensitivity refresher training.

13.3.2 Refresher Training:

Mandatory refresher training is required for any Vehicle Operator involved in a preventable accident, or as requested by the MDOT MTA. A minimum of eight (8) hours of refresher training and evaluation is required in such cases. The refresher training plan shall be detailed within the Contractor's submitted training plan.

13.4 Vehicle Maintenance Training Requirements

- 13.4.1 All technicians shall be enrolled in a meaningful training regimen designed to keep skills current AND to enhance ASE certification status.
- 13.4.2 All technicians SHALL receive all legally mandated (OSHA, MOSH, EPA) training including but not limited to: Haz-com, Fire Safety, Shop Housekeeping Safety, and Vehicle Lift Training.
- 13.4.3 All technicians shall be familiar with the Fleet Maintenance Information System utilized by the organization. Any technician operating as a Lead Technician or Shift Supervisor shall be familiar with Maximo.
- 13.4.4 Technicians involved in maintaining wheelchair lifts shall successfully complete relevant training courses authorized by the lift manufacturer.
- 13.4.5 Technicians involved in Fueling activities shall successfully complete an approved Fuel Transfer Safety training course.
- 13.4.6 Technicians involved in removing, recovering, recharging, or venting refrigerant from an MDOT MTA Mobility revenue vehicle shall successfully complete relevant training and obtain appropriate EPA approved certifications.
- 13.4.7 All technicians shall be trained on the ADA and the impact that their job functions have on the passengers with disabilities.
- 13.4.8 Training related to Mobility Service shall be based on MDOT MTA SOPs, The Americans with Disabilities Act, and FTA Circular 4710.1.

13.5 Contractor's Training Plan

The Contractor(s) shall develop and implement a training plan that includes all curriculum, materials, and supporting documents associated with training and describes necessary procedures to ensure and document all employees, receive the appropriate mandatory disability awareness training. The Contractor(s) shall submit its **Training Plan (CDRL 0053)** to the MDOT MTA for review and approval.

14 Safety Program

14.1 General

- 14.1.1 The safety and security of passengers, employees, and the public is of primary concern to MDOT MTA and the Contractor(s) shall comply with MDOT MTA's Public Transportation Agency Safety Plan (PTASP).
- 14.1.2 The Contractor(s) shall submit a detailed **Safety Program Plan (CDRL 0054)** to the MDOT MTA for review and approval.

14.2 Vehicle Safety Administration

- 14.2.1 MDOT MTA reserves the right to conduct periodic inspections of vehicles and equipment being used for service throughout the term of the Contract.
- 14.2.2 Such inspections may be either conducted at the paratransit operating facility, MDOT MTA main facility or another agreed upon location during provision of service.
- 14.2.3 Inspections may include third party and/or QA Contractor inspections as required by MDOT MTA.
- 14.2.4 The Contractor(s) shall provide vehicles and/or equipment available for inspection at no additional cost to MDOT MTA.
- 14.2.5 A list of defects will be provided to the Contractor(s) and repaired/replaced/ within 30 days or prior to returning the vehicle to service.
- 14.2.6 The Contractor(s) shall ensure that any vehicle which failed a safety inspection and was removed from service is not placed back in service until the discrepancy(ies) have been corrected.
- 14.2.7 The Contractor shall develop and submit to the MDOT MTA for review and approval a **Vehicle Safety Program (CDRL 0055)** ensuring Mobility vehicles are maintained to MDOT MTA standards.

14.3 Passenger Injuries

- 14.3.1 Passenger injuries shall be defined as any accident or incident where the passenger was injured and required medical attention and/or was transported to the hospital or a medical facility from the scene of the accident.
- 14.3.2 The Contractor(s) shall utilize the Onboard Incident Management System when conducting its investigations.

14.4 Fatigue Management

- 14.4.1 The Contractor(s) shall have as part of their safety procedures, a mechanism for ensuring that contract employees are properly rested, fit for duty and not permitted to work excessively long hours.
- 14.4.2 The Contractor(s) **Fatigue Management Plan (CDRL 0056)** shall be submitted to the MDOT MTA for review and approval.

14.5 Facility Safety

- 14.5.1 The Contractor(s) shall provide as a part of their System Safety Plan a specific **Facility Safety Plan (CDRL 0057)** that includes facility safety related items and shall ensure

that the Contractor(s)' plan is in accordance with the MDOT MTA's PTASP. The Facility Safety Plan shall include, but is not limited to:

- Environmental Compliance
- OSHA Requirements
- Furniture
- Cubical Space
- Maintenance Equipment
- Security
- Emergency evacuation/COOP coordinated with other service delivery providers and MDOT MTA
- Fire and Flood
- Emergency Power Systems
- Fuel Plan/Fueling Station
- Hazardous Materials/Chemicals and HAZCOM
- Severe Weather (Winter Weather, Storms, etc.)

14.5.2 The Contractor(s) shall ensure that any equipment or facility which fails a safety inspection is not put back in service until the issue is resolved.

14.6 Accident Procedures

Vehicle Operator/drivers shall notify the MOCC immediately or within no more than 5 minutes of any accident or incident (unless rendering emergency assistance) which involves:

- Collisions between an MDOT MTA vehicle and another vehicle, person, or object. All such collisions no matter how small shall be reported to the MDOT MTA at the time of the incident.
- Passenger accidents, including falls to vehicle passengers during door-to-door service and who are entering, occupying, or exiting the vehicle (this includes passengers falling out of their wheelchairs).
- Disturbances, fainting, sickness, deaths, thefts, assaults, or other incidents.
- Accidents the Vehicle Operator/driver witnesses.
- Vandalism to the vehicle while in service.
- Any complaints of injury or property damage.
- Any passenger, Vehicle Operator/driver, and service complaint that arises from an accident/incident.

14.7 Safety Management

14.7.1 The Contractor(s) shall conduct monthly safety meetings with its staff.

14.7.2 MDOT MTA reserves the right to attend Monthly Safety meetings, as does the QA Contractor, to foster information exchange and enable service monitoring.

14.7.3 The Contractor(s) shall conduct a mandatory annual emergency evacuation drill in coordination with the MDOT MTA.

14.8 MDOT MTA Public Transportation Agency Safety Plan (PTASP)

14.8.1 The PTASP (**Appendix 10**) serves to integrate safety into all MDOT MTA operations and services. The PTASP establishes mechanisms for identifying and addressing hazards associated with MDOT MTA operations and services providing a means of

ensuring that proposed system modifications are implemented with thorough evaluation of their potential effect on safety. Success of the PTASP program is dependent on the involvement of all MDOT MTA personnel, departments, and Contractor(s) and as such all personnel and departments have responsibilities under PTASP.

14.8.2 The primary purpose of the PTASP is to direct the establishment and implementation of technical and managerial safety strategies for the identification, assessment, and control of safety risks to MDOT MTA customers, employees, the public, and others who may be impacted by the system. Specifically, the PTASP describes the safety management policies, procedures, and processes that MDOT MTA will use to manage the following safety activities:

- Safety data collection and analysis
- Safety reviews, audits, and evaluations
- Investigation of transit safety events and discovery of significant hazards
- Safety Risk Management Processes including Safety Risk Assessment
- Continuous monitoring of safety performance
- Assuring compliance with controls for making system modification/configuration changes and keeping relevant documentation up to date
- Continuous improvement of SMS processes.
- Communication of safety activities and progress towards safety performance objectives, development, and delivery of safety-related training.

14.8.3 The Contractor(s) shall abide by all applicable requirements of the PTASP.

15 Contract Deliverables Requirements List

CDRL No.	Title	Reference	Due (Calendar Days)
0001	Service Delivery Quality Tracking and Reporting Plan	RFP Section 3.4.2, A.	NTP + 30 Days
0002	Problem Escalation Procedure	RFP Section 3.8.1	NTP + 10 Days
0003	Proposal Bond	RFP Section 4.38.1	With Proposal
0004	Performance Bond	RFP Section 4.38.2	NTP + 5 Days
0005	Performance Monitoring and Improvement Plan	SOW 2.1.6	NTP + 30 Days
0006	Start-Up and Transition Plan	SOW 2.17.2.1	NTP + 30 Days
0007	Transition Out Plan	SOW 2.18.4.10	90 Days Prior to Contract End Date
0008	Detailed Staffing Plan	SOW 3.1.5	NTP + 15 Days
0009	Maintenance Personnel Staffing Plan	SOW 3.1.7	NTP +15 Days
0010	Contractor Staff Directory	SOW 3.1.8	NTP + 5 Days
0011	Service Delivery Continuity of Operations Plan (COOP)	SOW 4.1.6	NTP + 30 Days
0012	Service Delivery Work Plan	SOW 4.1.9	NTP + 30 Days
0013	Distribution of Service Delivery Plan	SOW 4.2.5	NTP + 30 Days
0014	Proposed Supplemental Service Vehicle Technology Plan	SOW 4.4.2.1	NTP + 60 Days
0015	Supplemental Service Operator Background and Security Testing Results	SOW 4.4.2.7	NTP + 90 Days
0016	Supplemental Service Plan	SOW 4.4.3	NTP + 30 Days
0017	Pre-Trip Vehicle Inspection Checklist	SOW 4.5.3	NTP + 60 Days
0018	Contingency Plan for Work Stoppage	SOW 4.19.1	NTP + 60 Days
0019	Severe Weather Operations Plan	SOW 4.23.10	NTP + 60 Days
0020	QA/QC Interface Plan	SOW 4.24.4	NTP + 30 Days
0021	MOCC Interface Plan	SOW 4.25.6	NTP + 30 Days
0022	Vehicle Operator Staffing Plan and Analysis	SOW 5.1.2	NTP + 15 Days
0023	Detailed Vehicle Operator Qualification Plan	SOW 4.3.9.2	NTP + 15 Days
0024	Contractor's Photo ID Card Design	SOW 5.4.15	NTP + 60 Days
0025	Detailed Schedule for Minor and Major Vehicle Maintenance, Repair, and Inspection	SOW 6.2.8	NTP + 30 Days
0026	Vehicle Management Plan	SOW 6.3.4	NTP + 30 Days
0027	Monthly Vehicle Safety Inspection Checklist	SOW 6.4.1	NTP + 60 Days
0028	Registration and Emissions Inspection Compliance Plan	SOW 6.6.5	NTP + 60 Days
0029	Facility Continuity of Operations Plan	SOW 7.1.8	NTP + 30 Dyas

0030	Operations and Maintenance Facility Plan	SOW 7.4.7	NTP + 30 Days
0031	Facility Safety and Security Plan	SOW 7.5.7	NTP + 30 Days
0032	Social Media Policy	SOW 8.2.10	NTP +60 Days
0033	Complaint Investigation, Resolution, and Correspondence Procedure	SOW 8.3.7	NTP +30 Days
0034	Lost and Found Procedure	SOW 8.7.11	NTP + 60 Days
0035	Information Technology Plan	SOW 10.1.4	NTP + 30 Days
0036	Semi-Annual Physical Inventory	SOW 10.4.2	NTP 180 Days/ Semi-Annually
0037	Semi-Annual Physical Inventory Plan	SOW 10.4.2	NTP + 60 Days
0038	Detailed On-Board Vehicle Technology Maintenance Plan	SOW 10.4.3	NTP + 30 Days
0039	On-Board Incident Management System Solution	SOW 10.4.5.2	NTP + 15 Days
0040	Security Plan	SOW 11.1.4	NTP + 15 Days
0041	Daily Reports	SOW 12.4	Daily
0042	Daily Report Format	SOW 12.4.2	NTP + 30 Days
0043	Weekly Reports	SOW 12.5	Weekly
0044	Weekly Report Format	SOW 12.5.4	NTP + 30 Days
0045	Monthly Report	SOW 12.6	Monthly
0046	Monthly Report Format	SOW 12.6.8	NTP + 30 Days
0047	National Transit Database Required Reports	SOW 12.7.1	Annually
0048	Comprehensive Annual Report	SOW 12.7.2	Annually
0049	Comprehensive Annual Report Format	SOW 12.7.2.2	NTP + 30 Days
0050	Record Retention Plan	SOW 12.9.5	NTP + 60 Days
0051	Vehicle Operator Training Program Completion Documentation	SOW 13.1.4	Upon completion
0052	Disability Awareness Training	SOW 13.2.2	NTP + 30 Days
0053	Training Plan	SOW 13.5	NTP + 15 Days
0054	Safety Program Plan	SOW 14.1.1	NTP + 15 Days
0055	Vehicle Safety Program	SOW 14.2.7	NTP + 15 Days
0056	Fatigue Management Plan	SOW 14.4.2	NTP + 15 Days
0057	Facility Safety Plan	SOW 14.5.1	NTP + 15 Days

Appendix 4. – Proposal Bond

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-y-Bid_Proposal-Bond.dotx

Appendix 5. – Performance Bond

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-z-Performance-Bond.dotx>

Appendix 6. – Liquidated Damages and Incentives Calculations

APPENDIX 6
LIQUIDATED DAMAGES AND INCENTIVES CALCULATIONS

Operations Standards

- Preventable Accident Rate (AFR): Less than 1.75

The Preventable Accident Rate is found using the following formula:

$$\text{Preventable Accident Rate} = \frac{\text{Number of Preventable Accidents} \times 100,000}{\text{Service Miles}}$$

An incentive of \$1,000 will be awarded for each '.2' below 1.75 for a given month, and a damage of \$1,500 will be assessed for each '.2' above 1.75 for a given month.

Examples: 1) Incentive Earned:

Monthly Miles: 1,247,010

Preventable Accidents: 15

$$\text{Preventable Accident Rate: } \left(\frac{15 \times 100,000}{1,247,010} \right) = 1.20$$

Incentive/Damage Calculation:

$$\left(\frac{1.75 - 1.2}{.2} \right) = \left(\frac{.55}{.2} \right) = 2.75$$

$$\text{Incentive/Damage} = 2 * \$1,000 = \$2,000 \text{ Incentive}$$

2) No Incentive Earned/Damage Assessed:

Monthly Miles: 1,247,010

Preventable Accidents: 23

$$\text{Preventable Accident Rate: } \left(\frac{23 \times 100,000}{1,247,010} \right) = 1.84$$

Incentive/Damage Calculation:

$$\left(\frac{1.75 - 1.94}{.2} \right) = \left(\frac{-0.09}{.2} \right) = -0.45$$

$$\text{Incentive/Damage} = \$0.00$$

3) Damage Assessed:

Monthly Miles: 1,247,010

Preventable Accidents: 30

$$\text{Preventable Accident Rate: } \left(\frac{30 \times 100,000}{1,247,010} \right) = 2.41$$

Incentive/Damage Calculation:

$$\left(\frac{1.75 - 2.41}{.2} \right) = \left(\frac{-0.66}{.2} \right) = -3.3$$

$$\text{Incentive/Damage} = 3 * \$1,500 = \$4,500 \text{ Damage}$$

- On-Time Performance: Minimum of 93%

On-Time Performance is calculated by dividing the total number of on-time stops by the total number of stops and multiplying by 100.

APPENDIX 6
LIQUIDATED DAMAGES AND INCENTIVES CALCULATIONS

$$\text{On Time Performance} = \left(\frac{\text{Total Number of On Time Stops}}{\text{Total Number of Stops}} \right) * 100$$

For the purposes of calculating OTP incentives and damages, all percentages are rounded to the nearest percentage point. A stop is considered on-time if drivers arrive at pickup locations from the negotiated arrival time to thirty minutes after the negotiated arrival time.

For each percentage above 93% on-time for a given month an incentive payment equal to \$5,000 shall be paid to the contractor. For each percentage point below 93% a damage of \$2,000 shall be deducted from the contractor's invoice for that month.

- Examples:
- 1) Pickup OTP = 95.9% – Rounded to 96% = \$15,000 Incentive
 - 2) Pickup OTP = 93.4% – Rounded to 93% = \$0.00 Incentive/Damage
 - 3) Pickup OTP = 92.4% - Rounded to 92% - \$2000 Damage

- Missed Trips: Less than 0.5% of total booked trips

If a vehicle never arrives at the designated pickup location, the vehicle arrives after the designated pickup window and the rider decides not to travel, or the vehicle arrives at the designate pickup location earlier than the end of the pickup window and the driver departs before waiting the required number of minutes the trip shall be considered a 'missed trip'. A \$5000 incentive will be awarded if the number of missed trips is less than 0.25% of total trips in a given month. A liquidated damage of \$100 for each missed trip over 0.5% of total booked trips in a given month will be assessed. To determine the liquidated damage threshold for missed trips, the total of number of trips will be multiplied by 0.5% and rounded to the nearest whole number. This result will be the maximum number of missed trips allowable without incurring a liquidated damage assessment.

- Examples:
- 1) Booked Trips: 15,000
Liquidated Damage Threshold: ≤ 75 Missed Trips ($.5\% * 15,000 = 75$)
Incentive Threshold = < 38 Missed Trips ($.25\% * 15,000 = 38$)
Missed Trips = 25
Incentive = \$5,000
 - 2) Booked Trips = 15,000
Liquidated Damage Threshold: ≤ 75 Missed Trips ($.5\% * 15000 = 75$)
Incentive Threshold = < 38 missed trips ($.25\% * 15,000$) = 38
Missed Trips = 125
Damage = $(125-75) * \$100 = \$7,500$

- Run Performance – Early Quits: Less than 0.5% of total runs

If a mobility vehicle enters revenue service and the run is terminated due to the actions of the operator or mobility service provider before all the assigned runs trips are completed, it will be considered an early quit. A \$5000 incentive will be awarded if the number of early quits is less than 0.25% of total

APPENDIX 6
LIQUIDATED DAMAGES AND INCENTIVES CALCULATIONS

runs in a given month. A liquidated damage of \$100 for each early quit over the 0.5% threshold of total runs in a given month will be assessed. To determine the liquidated damage threshold for early quits, the total of number of runs will be multiplied by 0.5% and rounded to the nearest whole number. This result will be the maximum number of early quits allowable without incurring a liquidated damage assessment.

Examples: 1) Total Number of Runs: 17,743
 Liquidated Damage Threshold: 75 Early Quits ($.5\% * 17,743 = 89$)
 Incentive Threshold: < 44 ($0.25\% * 15,000$)
 Total Early Quits = 145
 Damage Calculation = $(145 - 75) * 100 = \$7,000$

Run Performance – Zero Closed Runs

For the purposes of calculating damages and incentives, a closed run is any run that is listed on the master run cut and is not performed. An added run is any dedicated run that is not listed on the current master run cut and is created and added to the service day, excluding replacement runs. Closed runs will not be counted in the calculation of damages if the run was closed for productivity. A liquidated damage of \$100 will be assessed for each closed run. An incentive of \$100 will be awarded for each added run.

Examples: 1) Runs listed on the master run cut = 17,473
 Total Closed runs = 353
 Total Added runs = 191
 Liquidated Damage (Closed Runs) = $353 * \$100 = \$35,300$
 Incentive (Added Runs) = $191 * \$100 = \$19,100$
 Liquidated Damage/Incentive = $\$35,300 - \$19,100 = \$16,200$ Damage

- Customer Complaints: Complaints received from less than 2% of passengers for the month

If complaints are received from less than 2% of the passengers for a given month, an incentive of \$2,500 will be awarded to the Contractor.

Examples: 1) Number of Passengers: 5,500
 Incentive Threshold: < 110 complaints ($.02 * 5,500 = 110$)
 Number of complaints: 75
 \$2,500 Incentive Awarded

- Red Light/Parking/Speeding Citations – 0 Occurrences

If the Contractor receives no red light, parking, or speeding citations in a given month, an incentive of \$5,000 will be awarded. A liquidated damage of \$100 per occurrence will be assessed for each red light, parking, or speeding citation received in a given month. Please note, for the purposes of calculating incentives and damages, the date the citation is received is considered as opposed to the date in which the infraction occurred.

APPENDIX 6
LIQUIDATED DAMAGES AND INCENTIVES CALCULATIONS

Vehicle Maintenance Standards

- Mean Distance Between Failures (MDBF) – MDBF \geq 15,000 Miles

MDBF is a transit industry standard that measures the mechanical reliability of an agency’s fleet by tracking the mean distance between breakdowns or failures. MDBF is an important measure of the success of an agency’s maintenance department. Liquidated damages/incentives will be assessed/awarded in accordance with the table below:

MDBF	Incentive/Damage
$\geq 20,000$	\$3,000 Incentive
$\geq 16,000 - <20,000$	\$1,500 Incentive
$\geq 15,000 - <16,000$	Standard – No Incentive or Damage
$\geq 12,000 - <15,000$	\$1,500 Damage
$<12,000$	\$3,000 Damage

Table 1- MDBF Incentives/Damages

- Preventative Maintenance Compliance - 100% compliance

The MTA requires that all preventative vehicle maintenance is completed within +/- 10% of the scheduled interval. Liquidated damages shall be assessed at the rate of \$500 per occurrence for each PMI that is not completed within +/- 10% of the scheduled interval.

- Severe Vehicle Maintenance Performance Deficiency - \$1,000 per occurrence

For each vehicle that fails a random inspection where major defects are found, or if the vehicle is equipped with a wheelchair lift, and the wheelchair lift is found to be inoperative liquidated damages of \$1000 will be assessed unless the defect has already been found and documented. The guidelines for determining if a defect is considered major are set forth in COMAR Chapter 11.22.03 Preventive Maintenance Standards for Multipurpose Passenger Vehicles and Passenger Buses.

Administrative Standards

- Customer Complaint Response Time – 98.0% of Customer Complaints Answered Within Three Business Days

Contractors are required to provide responses to customer complaints received from MTA within three business days. An incentive of \$5,000 will be awarded if the Contractor responds to 98% or more of the complaints received from the MTA in a given month within 3 business days. A liquidated damage of \$5,000 will be assessed if the Contractor responds to less than 98% of complaints received from MTA within three business days.

Acceptable Operating Range: $\geq 98.0\%$ of complaints answered within three business days

Incentive: \$5,000 for achieving $\geq 98.0\%$

Damage: \$5,000 for $< 98.0\%$

APPENDIX 6
LIQUIDATED DAMAGES AND INCENTIVES CALCULATIONS

Examples:

- 1) 250 Complaints received
175 Responses received within five business days
75 Received late
% On Time = 70% = \$5,000 Damage

- 2) 250 Complaints Received
245 Responses received within five business days
5 Received late
% On Time = 98% = \$5,000 Incentive

Appendix 7. – Historical Data

Unscheduled Trips	13	3	57		1	4	4	38	39	49	8	18	6	1	59	18	15	24	4	1	2	46	2	49	7	6	14	5	56	1	39	589
Trip Total Trips	6891	7092	8001	0	6016	2904	2930	7202	7557	7878	7316	7093	3085	2915	7163	7191	7802	7195	7020	2820	2651	7087	7183	7708	7136	7068	2925	2870	7021	3765	3776	171,485

Scheduled Trips - Jun 2019	1-Jun	2-Jun	3-Jun	4-Jun	5-Jun	6-Jun	7-Jun	8-Jun	9-Jun	10-Jun	11-Jun	12-Jun	13-Jun	14-Jun	15-Jun	16-Jun	17-Jun	18-Jun	19-Jun	20-Jun	21-Jun	22-Jun	23-Jun	24-Jun	25-Jun	26-Jun	27-Jun	28-Jun	29-Jun	30-Jun		
Scheduled Trips Provider #1	1385		3774	3806	3938	3762	3561		1346	3497	3868	4010	3567	3663	1478	1415	3468	3512	3783	3497	3437	1297	1388	3419	3693	3766	3726	3577	1404	1527		84,564
Scheduled Trips Provider #2	1608		3477	3554	3728	3567	3585		1576	3407	3483	3739	3670	3489	1668	1582	3339	3542	3760	3573	3600	1709	1542	3207	3393	3614	3298	3349	1508	1381		82,948
Scheduled Trips MTA Mobility			92	88	90	78	88			109	87	74	55	99			66	102	58	46	42			64	64	66	70	75				1,513
Total Scheduled Trips	2993	0	7343	7448	7756	7407	7234	0	2922	7013	7438	7823	7292	7251	3146	2997	6873	7156	7601	7116	7079	3006	2930	6690	7150	7446	7094	7001	2912	2908	0	169,025
Unscheduled Trips	6		4	17	26	19	12		1	3	2	39	1	1	8	7	3	5	23	1	5	4	3	0	3	13	8	0	3	2		219
Trip Total Trips	2999	0	7347	7465	7782	7426	7246	0	2923	7016	7440	7862	7293	7252	3154	3004	6876	7161	7624	7117	7084	3010	2933	6690	7153	7459	7102	7001	2915	2910	0	169,244

Scheduled Trips - May 2019	1-May	2-May	3-May	4-May	5-May	6-May	7-May	8-May	9-May	###	###	###	###	###	###	###	###	###	###	###	###	###	###	###	###	###	###	###	###	###	###		
Scheduled Trips Provider #1	4168	3760	4105	1563	1520	3706	3891	4062	3818	3787	1526	1302	3476	3655		3788	4060	1504		3557	3613	3887	3627	3554			677	3450	3856	3658	3811	87,381	
Scheduled Trips Provider #2	3305	3337	3449	1572	1569	3498	3484	3798	3521	3504	1603	1623	3226	3406		3515	2996	1567		3403	3619	3618	3454	3416			1227	3397	3760	3406	3491	81,764	
Scheduled Trips MTA Mobility	76	75	75			90	84	109	88	84			77	93		105	57			89	101	104	82	47			100	77	83	86	78	1,860	
Total Scheduled Trips	7549	7172	7629	3135	3089	7294	7459	7969	7427	7375	3129	2925	6779	7154	0	7408	7113	3071	0	7049	7333	7609	7163	7017	0	0	2004	6924	7699	7150	7380	171,005	
Unscheduled Trips	217	41	70	35	15	100	57	80	12	21	36	2	32	132		10	88	22		14	4	41	8	8			6	0	12	14	36	1,113	
Trip Total Trips	7766	7213	7699	3170	3104	7394	7516	8049	7439	7396	3165	2927	6811	7286	0	7418	7201	3093	0	7063	7337	7650	7171	7025	0	0	2010	6924	7711	7164	7416	164,702	

Scheduled Trips - Apr 2019	1-Apr	2-Apr	3-Apr	4-Apr	5-Apr	6-Apr	7-Apr	8-Apr	9-Apr	###	###	###	###	###	###	###	###	###	###	###	###	###	###	###	###	###	###	###	###	###			
Scheduled Trips Provider #1	1627	1687	1775	1831	1673	527	578	1460	1034	1117	1095	1068	235	212	658	706	758	734	479	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		19,254
Scheduled Trips Provider #2	2636	2723	2977	2830	2799	1207	1098	2638	2971	3047	2920	2932	1323	1207	3361	3528	3560	3452	3048	1180	1194	3430	3935	3895	3751	3656	1220	1334	3670	3765		81,287	
Scheduled Trips First Transit	2857	2960	3267	2886	2982	1518	1392	3083	3304	3511	3256	3203	1690	1508	2927	3155	3297	3203	2897	1744	1646	3017	3320	3427	3368	3271	1607	1473	3265	3296		82,330	
Scheduled Trips MTA Mobility	63	64	77	58	57			95	63	76	67	62			68	60	66	59	33			63	89	99	93	82			86	65		1,545	
Total Scheduled Trips	7183	7434	8096	7605	7511	3252	3068	7276	7372	7751	7338	7265	3248	2927	7014	7449	7681	7448	6457	2924	2840	6510	7344	7421	7212	7009	2827	2807	7021	7126	0	184,416	
Unscheduled Trips	216	60	276	96	46	26	55	218	354	369	184	168	59	9	84	45	59	10	1	26	70	36	54	168	49	25	30	40	80	125		3,038	
Trip Total Trips	7399	7494	8372	7701	7557	3278	3123	7494	7726	8120	7522	7433	3307	2936	7098	7494	7740	7458	6458	2950	2910	6546	7398	7589	7261	7034	2857	2847	7101	7251	0	187,454	

Appendix 8. – COMAR Inspection Criteria

COMAR Inspection Criteria

Chapter 11.22.03. Preventive Maintenance Standards for Multipurpose Passenger Vehicles and Passenger Buses

Sec. 11.22.03.01.
Applicability

The standards, requirements, and procedures set forth in this chapter are applicable to equipment originally installed by the manufacturer or required by federal or State law or regulation on any vehicle registered as a Class M (multipurpose) passenger vehicle which has a seating capacity for 16 or more passengers including the driver or was previously registered as a Class H (school) vehicle or a Class P (passenger bus) vehicle, and which is used primarily to transport passengers, under the provisions of Transportation Article, Title 13, Annotated Code of Maryland, or any bus designed and used to carry more than 10 people owned by this State or any political subdivision of this State. Compliance with these minimum requirements may not be sufficient for the equipment to remain in compliance for 12 months or 25,000 miles, whichever occurs first. Therefore, more frequent maintenance, service, and repair as deemed necessary by the owner is permitted and recommended.

(Notwithstanding the applicability limit of greater than 10 passengers, these guidelines SHALL be applicable to all MTA Mobility Revenue Vehicles as interpreted by the MTA.)

Sec. 11.22.03.03. A. Spring and Attachments. Unequal vehicle height, broken ordamaged spring leaves, spring shackles, bushings, center bolts, U-bolts, control arms, torque arms, torsion bars, or Suspension equalizers can affect vehicle steering, alignment, tracking, handling, and stability. With vehicle on a level surface, inspect:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Vehicle height.	(1) Uneven vehicle height permits tire or wheel contact with body or suspension parts.	Applicable as written.	Out of Service
(2) Springs.	(2) A spring leaf is broken, damaged, or missing.	Applicable as written.	Out of Service
(3) Spring shackles.	(3) Spring shackle is broken, loose, cracked, worn, or damaged.	Applicable as written.	Out of Service
(5) Center bolts.	(5) Spring center bolt is broken or missing.	Applicable as written.	Out of Service
(6) U-bolts.	(6) A U-bolt is broken, loose, or missing.	Applicable as written.	Out of Service
(7) Control arms.	(7) A control arm is bent, missing, or has a welded repair.	Applicable as written.	Out of Service
(8) Torque arms.	(8) A torque arm is bent, missing, or has a welded repair.	Applicable if so equipped.	Out of Service
(9) Torsion bars.	(9) Torsion bar is loose, broken, or damaged.	Applicable if so equipped.	Out of Service
(10) Equalizers.	(10) An equalizer is cracked, broken, or has a welded repair.	Applicable if so equipped.	Out of Service

C. Coil Springs and Mountings. Visually inspect coil springs, control arms, rear torque arms, axle strut (when equipped), and front and rear stabilizer bar (when equipped).

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Coil springs.	(1) Spring is broken or sagging and lowers a corner of the vehicle more than 2 inches.	Applicable as written.	Out of Service
(2) Control arms.	(2) Control arm is bent, cracked, has a welded repair, or bushings are loose.	Applicable as written.	Out of Service
(3) Torque arms (if equipped).	(3) Torque arm is missing, bent, cracked, loose, or has a welded repair.	Applicable if so equipped.	Out of Service
(4) Axle struts (if equipped).	(4) Axle strut is missing, bent, cracked, has a welded repair, or bushings are loose.	Applicable if so equipped.	Out of Service
(5) Radius arms (if equipped).	(5) Radius arm is missing, bent, cracked, has a welded repair, or bushings are loose.	Applicable if so equipped.	Out of Service

I. Road Clearance.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Visually inspect for any suspension, frame, or body parts extending below the bottom edge of wheel rims.	(1) Any part extends below the lowest point of any wheel rim.	Applicable as written.	Out of Service

K. Ball Joints. Inspect ball joints for vertical and horizontal movement, modifications, and damage.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Visually inspect ball joints for modifications or conditions which disguise wear.	(1) Ball joints are injected with plastic or modified in any way that disguises wear.	Applicable as written.	Out of Service
(2) Raise vehicle to unload ball joints and measure vertical and horizontal movement.	(2) Horizontal or vertical movement exceeds manufacturer's specifications.	Applicable as written.	Out of Service

Sec. 11.22.03.04. A. Lash. Inspection of vehicles equipped with power steering shall be conducted with the engine running, power steering fluid at the proper level, and belts in proper condition and Steering tension.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
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(1) With front wheels in straight ahead position, turn steering wheel observed until turning motion can be observed at the front wheels. Mark rim of steering wheel and, using a pointer, turn the steering wheel in the opposite direction until motion can be observed at front wheels. Measure distance between mark and pointer.	(1) Measurement at rim of steering wheel exceeds the following: Wheel diameter less than 21 inches—3 inches; 21 inches or greater—3.5 inches.	Applicable as written.	Out of Service
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B. Front Wheel Bearings. With front wheels raised, grasp wheel and tire assembly at top and bottom and rock wheel in and out. Wheel bearing movement is determined by movement of brake drum and backing plate or brake disc and shields. Do not confuse suspension or ball joint play with wheel bearing play.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) With front wheels raised, rock top and bottom of tire and wheel assembly. Observe wheel bearing play.	(1) Wheel bearing play measured at sidewall of tire exceeds 1/8 inch.	Applicable as written.	Out of Service

C. Steering Travel. Turn steering wheel through full right and full left cycle. The vehicle may be slowly moved or the steering wheels raised to ease inspection. Inspect for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Binding.	(1) There is binding in a cycle.	Applicable as written.	Out of Service
(2) Jamming.	(2) There is jamming in a cycle.	Applicable as written.	Out of Service
(3) Travel left and right.	(3) Travel from center to full right and center to full left is not within plus or minus 1/2 revolution.	Applicable as written.	Out of Service
(4) Tire clearance when stops are contacted.	(4) There is less than 1 inch clearance between tire and body or chassis when stops are contacted.	Applicable as written.	Out of Service
(5) Steering wheel conditions.	(5) Steering wheel is damaged or is not the original or equivalent.	Applicable as written.	Out of Service

D. Steering Linkage. Move steering wheel left and right and observe movement in steering components. If the vehicle is equipped with power steering, run the engine. Visually inspect:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Tie rods.	(1) Bent or welded.	Applicable as written.	Out of Service
(2) Tie rod ends.	(2) Loose, worn, bent, welded, or modified to disguise wear.	Applicable as written.	Out of Service
(3) Drag link.	(3) Loose, worn, heated, or welded, unless the parts manufacturer requires welding.	Applicable as written.	Out of Service
(4) Pitman arm.	(4) Loose, insecurely mounted, or bolts are loose or missing.	Applicable as written.	Out of Service
(5) Steering box.	(5) Loose, insecurely mounted, or bolts are loose or missing.	Applicable as written.	Out of Service
(7) Cotter pins.	(7) Loose or improperly attached.	Applicable as written.	Out of Service

E. Power Steering System. Manually and visually inspect entire system for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(4) Pump.	(4) Missing, not functioning, loose, or leaking.	Applicable as written.	Out of Service
(5) Cylinder (If applicable).	(5) Missing, not functioning, loose, or leaking.	Applicable as written.	Out of Service
(6) Assist function.	(6) No assist when steering wheel is turned.	Applicable as written.	Out of Service
(7) Steering box.	(7) Loose or leaking.	Applicable as written.	Out of Service

F. Collapsible Steering Column (if applicable). Inspect for condition and mounting.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Grasp steering wheel or column and attempt to move horizontally and vertically.	(1) Steering column moves more than 1/4 inch either horizontally or vertically.	Applicable as written.	Out of Service

Sec. 11.22.03.05.
Brake Systems
Hydraulic and
Vacuum

B. Brake Lines and Hoses. Visually inspect:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Lines and hoses.	(1) Any line is cracked, chafed, flattened, insecurely mounted, restricted, any repairs other than steel tubing (tubing connections shall be double flared), leaking, or welded.	Applicable as written.	Out of Service
(2) Master cylinder.	(2) Master cylinder leaks, is loose, or fluid level below 1/2 inch of top.	Applicable as written except that level limit is 1/2 full. (Not 1/2")	Out of Service

C. Brake Failure Indicators. Visually inspect:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Warning indicator.	(1) Lamp fails to operate when ignition switch is in start position, or lamp operates continuously.	Applicable as written.	Out of Service
(2) Pressure differential switch.	(2) Lamp comes on with engine running and brake pedal depressed as hard as possible.	Applicable as written. (Verify Parking Brake is not applied)	Out of Service

D. Brake Pedal Reserve and Leakage Test. Without pumping or repeated brake pedal applications, apply a moderate foot force to pedal and maintain for 1 minute. Inspect:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Leakage.	(1) Pedal moves slowly in applied direction.	Applicable as written.	Out of Service
(2) Travel.	(2) Depressed height is more than 75 percent of total possible travel or does not meet manufacturer's specifications.	Applicable as written.	Out of Service

E. Hydraulic System with Hydraulic Assist. Vehicles equipped with an electrically driven hydraulic pump that functions in the event of a power steering failure may be checked by applying pressure on the brake pedal and turn the ignition switch from "off" to "on" position.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Apply moderate pressure to brake pedal and turn ignition switch on and off.	(1) No assist in service brakes is detected.	Applicable if so equipped.	Out of Service
(2) Visually inspect brake warning indicator (if applicable).	(2) Brake warning indicator fails to function when assist pump is not operating.	Applicable if so equipped.	Out of Service

F. Vacuum System.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Visually inspect lines, hoses, clamps, and connections.	(1) There are any missing, broken, collapsed, chafed lines, hoses, clamps, or connections.	Applicable as written.	Out of Service
(2) Visually inspect vacuum tank.	(2) Tank is leaking, loose, or damaged.	Applicable as written.	Out of Service

G. Power Brake Operation.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) With engine off, deplete all vacuum from system. Apply moderate pressure to brake pedal and start engine.	(1) Brake pedal does not move downward when engine is started.	Applicable as written.	Out of Service
(2) Visually inspect brake booster.	(2) Booster is loose or damaged.	Applicable as written.	Out of Service

H. Vacuum Reserve.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Start engine and build full vacuum. Shut off engine and make one brake application.	(1) Reserve is insufficient to make one full brake application.	Applicable as written.	Out of Service
(2) Inspect operation of low vacuum indicator.	(2) Indicator fails to operate when system is reduced to 8 inches Hg vacuum.	Applicable if so equipped.	Out of Service

I. Vacuum Pump (if Applicable).

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) If the system is not equipped with a vacuum gauge, attach a gauge between the pump and reservoir and operate the pump. If the system also uses engine vacuum, disconnect and plug engine vacuum source.	(1) Vacuum pump is not capable of maintaining 18 inches Hg vacuum.	Applicable if so equipped.	Out of Service

J. Drum Brakes—Hydraulic.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Apply a moderate force to the brake pedal for 1 minute. Then check all brake drum and backing plate exterior edges for evidence of brake fluid, oil, or grease leakage.	(1) Brake fluid, oil, or grease is evident at exterior edge of any backing plate or brake drum.	Applicable as written.	Out of Service
(2) If the backing plate or brake drum has inspection holes, visually inspect thickness of brake lining.	(2) The brake lining thickness appears to be 1/16 inch or less.	Applicable as written.	Out of Service
(3) Visually inspect exterior surfaces of backing plates for damage.	(3) Any backing plate is bent or damaged.	Applicable as written.	Out of Service
(4) Visually inspect brake drums for cracks.	(4) Any brake drum is cracked.	Applicable as written.	Out of Service
(5) Removal of all wheels and brake drums on an axle is only required when a rejection occurs under §J(2). Otherwise only remove the wheel and brake drum for the wheel where the defect is suspected. When wheels and brake drums are removed, perform the inspections specified in §I(6)–(10).	(5) (Rejection not applicable in this step)		
(6) Bonded Lining.			-6
(a) Measure thickness of lining at thinnest point.	(a) Thinnest point of remaining bonded lining is 1/16 inch or less.	Applicable as written.	Out of Service
(b) Inspect lining condition.	(b) Bonded lining is broken, cracked, loose, missing, wear is extremely uneven, or lining is contaminated with oil, grease, or brake fluid.	Applicable as written.	Out of Service
(7) Riveted Lining.			-7
(a) Measure thickness of lining at thinnest point above rivet head.	(a) Thinnest point of remaining lining above a rivet head is 1/16 inch or less.	Applicable as written.	Out of Service

(b) Inspect lining condition.	(b) Lining or rivet is broken, cracked, loose, missing, wear is extremely uneven, or lining is contaminated with oil, grease, or brake fluid.	Applicable as written.	Out of Service
(8) Mechanical Components.	-8		
(a) Visually inspect self-adjusters.	(a) Self-adjuster is missing, seized, inoperable, not for proper side of vehicle, or extremely worn.	Applicable as written.	Out of Service
(b) Visually inspect self-adjuster cables or mechanisms.	(b) Cable or mechanism is missing, broken, loose, or inoperable.	Applicable as written.	Out of Service
(c) Anchor pins and hold-down springs.	(c) Any pin or spring is missing, broken, loose, or extremely worn.	Applicable as written.	Out of Service
(d) Visually inspect backing plate.	(d) Backing plate is worn, bent, or damaged to prevent free movement of brake shoes.	Applicable as written.	Out of Service
(9) Wheel Cylinders.	-9		
(a) Inspect for operation.	(a) Any wheel cylinder fails to operate.	Applicable as written.	Out of Service
(b) Inspect for leaks.	(b) Any cylinder leaks.	Applicable as written.	Out of Service
(c) Inspect dust seals.	(c) Any dust seal is missing, damaged, or deteriorated.	Applicable as written.	Out of Service
(10) Brake Drums.	-10		
(a) Visually inspect for damage and cracks.	(a) Any drum contains cracks in the friction surface which extend to the outer edge of the bore, or any drum contains any external cracks.	Applicable as written.	Out of Service
(b) Measure inside diameter of drum for wear and remachining.	(b) Any combination of wear and remachining exceeds the brake drum manufacturer's limits. If a limit is not available, the maximum combination of wear and remachining may not exceed 0.090 inch greater than the original inside diameter of the drum if the original diameter of the drum is 11 inches or less. For drums greater than 11 inches inside diameter, the maximum wear and remachining may not exceed 0.120 inch greater than the original inside diameter.	Applicable as written.	Out of Service

K. Disc Brakes — Hydraulic.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Apply a moderate force to the brake pedal for 1 minute. Then check all calipers and rotor (disc) surfaces for evidence of brake fluid oil, or grease leakage.	(1) Brake fluid, oil, or grease is evident or visible on accessible surfaces of any caliper or rotor (disc).	Applicable as written.	Out of Service
(2) If brake linings are visible, visually inspect thickness of lining.	(2) Brake lining thickness appears to be 1/16 inch or less.	Applicable as written.	Out of Service
(3) If rotors (discs) are visible, visually inspect for cracks or damage.	(3) Any rotor (disc) is cracked or damaged.	Applicable as written. (Heat checks are not considered cracks)	Out of Service
(4) Removal of all wheels on an axle is only required when a rejection occurs under §K(2). Otherwise remove only the wheel where the defect is suspected. When wheels are removed, perform the inspections specified in §K(5)—(8).	(4) (Rejection not applicable in this step)		
(5) Bonded Linings.	-5		
(a) Measure thickness of lining at thinnest point.	(a) Thinnest point of remaining lining is 1/16 inch or less.	Applicable as written.	Out of Service
(b) Inspect lining condition.	(b) Bonded lining is broken, cracked, loose, missing, wear is extremely uneven, or lining is contaminated with oil, grease, or brake fluid.	Applicable as written.	Out of Service
(6) Riveted Lining.	-6		
(a) Measure thickness of lining at thinnest point above rivet head.	(a) Thinnest point of remaining lining above a rivet head is 1/16 inch or less.	Applicable as written.	Out of Service
(b) Inspect lining condition.	(b) Lining or rivet is broken, cracked, loose, missing, wear is extremely uneven, or lining is contaminated with oil, grease, or brake fluid.	Applicable as written.	Out of Service
(7) Calipers. Visually inspect leaks, operation, and anti-vibration components.	(7) Caliper is leaking, fails to operate, or piston is seized.	Applicable as written.	Out of Service
(8) Rotors (Discs).	-8		
(a) Visually inspect for damage and cracks.	(a) Any rotor is broken, cracked into the hub, or friction surface cracks extend to the periphery of the rotor.	Applicable as written.	Out of Service

(b) Measure thickness of rotor for wear and remachining.	(b) Any combination of wear and remachining reduces the thickness of the rotor to less than the minimum thickness established by the manufacturer or that stamped on the rotor.	Applicable as written.	Out of Service
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L. Brake Lines and Hoses — Hydraulic.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Visually inspect lines and hoses for condition, mounting, restrictions, and proper material and repair.	(1) Any line or hose is leaking, cracked, chafed, flattened, restricted, welded, insecurely mounted, replaced with other than steel tubing, or connections are connections are not double flared.	Applicable as written.	Out of Service

M. Master Cylinder. Visually inspect master cylinder for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Fluid level.	(1) Any reservoir fluid level is more than 1/2 inch below top of reservoir.	Any reservoir fluid level is less than 1/2 full.	Out of Service
(2) Leaks.	(2) There is evidence of a fluid leak.	Applicable as written.	Out of Service
(3) Damage.	(3) There is evidence of damage.	Applicable as written.	Out of Service
(4) Mounting.	(4) Master cylinder is not securely mounted.	Applicable as written.	Out of Service

A. Low Air Indicator.

Sec. 11.22.03.06.
Brake System — Air

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Operation.	(1) Indicator fails to operate or fails to function when air pressure reserve is reduced to 60 psi.	Applicable if so equipped.	Out of Service

B. Compressor and Belt or Belts.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Inspect compressor for condition and mounting.	(1) Compressor is damaged, loose, or mounts are loose, cracked, or bolts are missing.	Applicable if so equipped.	Out of Service
(2) Inspect belts for presence, condition, and tension.	(2) Belt is missing, broken, cracked, deteriorated, or loose.	Applicable if so equipped.	Out of Service

C. Compressor Operation. Air pressure shall be reduced to 50 psi and the engine started and operated at approximately 1200 rpm.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) With air pressure reduced to 50 psi, observe time to build pressure to 90 psi.	(1) Time required to build air pressure from 50 psi to 90 psi exceeds 3 minutes.	Applicable if so equipped.	Out of Service
(2) Governor.			
(a) Cut-Out Pressure. With engine running at approximately 1200 rpm, observe compressor cut-out pressure.	(a) Cut-out pressure is greater than 135 psi.	Applicable if so equipped.	Out of Service
(b) Cut-In Pressure. With engine idling, deplete air pressure and observe compressor cut-in pressure.	(b) Cut-in pressure is less than 80 psi.	Applicable if so equipped.	Out of Service

D. Air Leakage. Inspection for leakage shall be conducted with a fully charged system and brakes fully applied.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Single Vehicle. With a fully charged system, stop engine and observe pressure drop in 1 minute.	(1) Air pressure drop is greater than 3 psi in 1 minute.	Applicable if so equipped.	Out of Service
(2) Combination of Vehicles. With a fully charged system, stop engine and observe pressure drop in 1 minute.	(2) Air pressure drop is greater than 4 psi in 1 minute.	Applicable if so equipped.	Out of Service

E. Air Reserve.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Drop in Reservoir Pressure. With a fully charged system and engine off, make one full brake application.	(1) Air pressure reservoir pressure is reduced by 30 percent or more on one full brake application.	Applicable if so equipped.	Out of Service

F. Air Reservoir and Valves.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Air Reservoir. With system fully charged, open primary (wet) tank drain valve and observe operation of check valve. Then open drain valve on secondary (dry) tank.	(1) Check valve does not close and air is retained in the secondary (dry) tank or tanks.	Applicable if so equipped.	Out of Service
(2) Contamination. Observe any oil or water expelled from all tanks.	(2) Any deposits of oil or water cannot be expelled.	Applicable if so equipped.	Out of Service
(3) Quick Release Valves. Make full brake application and release brakes.	(3) Air is not quickly exhausted through exhaust port when brakes are released.	Applicable if so equipped.	Out of Service
(4) Relay Valves. Apply and release brakes and observe function of proper brake chambers.	(4) Air is not directed to proper brake chamber when brakes are applied or air is not quickly exhausted when brakes are released.	Applicable if so equipped.	Out of Service

G. Parking and Emergency Brake Application. Vehicles with original equipment air-operated parking brakes are permissible. There are different systems designed for automatic or manual operation of the system as the design allows (check automatic application of brakes when air tanks are being drained).

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
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(1) Using park brake control valve, release air pressure from brakes.	(1) Push rods are extended and vehicle can be moved.	Applicable if so equipped.	Out of Service
(2) Observe if mechanism releases brakes when control valve is operated.	(2) Brakes do not fully release.	Applicable if so equipped.	Out of Service

H. Air System.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Visually inspect gladhands for condition and mounting.	(1) Gladhands are damaged, have damaged seals, or are insecurely mounted.	Applicable if so equipped.	Out of Service
(2) Visually inspect lines and hoses for:			
(a) Type.	(a) Not an approved type.	Applicable if so equipped.	Out of Service
(b) Condition.	(b) Broken, cracked, chafed, abraded, or kinked.	Applicable if so equipped.	Out of Service
(c) Mounting.	(c) Insecurely mounted or contacting the exhaust system or any moving part.	Applicable if so equipped.	Out of Service
(3) Inspect air tanks for:			
(a) Presence and connection.	(a) Tank is missing or not connected.	Applicable if so equipped.	Out of Service
(b) Condition.	(b) Tank is cracked, damaged, or field repaired.	Applicable if so equipped.	Out of Service
(c) Leaks.	(c) Tank or connections leak.	Applicable if so equipped.	Out of Service
(d) Mounting.	(d) Tank, mounting brackets, or springs are missing, broken, cracked, or loose.	Applicable if so equipped.	Out of Service
(4) Inspect drain cocks and moisture ejectors (if equipped) for:			
(a) Presence and condition.	(a) Drain cock is missing, broken, damaged, or is inoperable.	Applicable if so equipped.	Out of Service
(b) Leaks.	(b) Drain cock or moisture ejector leaks air.	Applicable if so equipped.	Out of Service

I. Brake Mechanical Components. Do not attempt to dismantle a double diaphragm spring brake unit while it is on the vehicle. Utilize a safety cage and remove the entire unit from the vehicle. Replace with a new or rebuilt assembly. When rebuilding or overhauling a brake chamber, strict adherence to manufacturer's procedures is required. Inspect brake chamber for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Function.	(1) Brake chamber fails to function as designed.	Applicable if so equipped.	Out of Service
(2) Leaks.	(2) Brake chamber leaks or diaphragm is damaged.	Applicable if so equipped.	Out of Service
(3) Damage.	(3) Brake chamber is damaged so as to affect operation.	Applicable if so equipped.	Out of Service
(4) Mounting.	(4) Brake chamber or mounting hardware is broken, loose, damaged, or bolts are missing.	Applicable if so equipped.	Out of Service
(5) Push rods.	(5) Push rod is broken, bent, or misaligned with slack adjuster.	Applicable if so equipped.	Out of Service
(6) Clevis yokes.	(6) Clevis yoke is broken, cracked, or worn.	Applicable if so equipped.	Out of Service
(7) Clevis pins.	(7) Clevis pin is missing, worn, or cotter pin is missing or an improper substitute is used.	Applicable if so equipped.	Out of Service
(8) Push rod clevis pin hole setting.	(8) Except on front wheels, slack adjuster effective length is not the same on all wheels.	Applicable if so equipped.	Out of Service
(9) Slack adjuster.	(9) Slack adjuster is inoperative, broken, bent, or extremely worn.	Applicable if so equipped.	Out of Service
(10) Slack adjuster nut self-locking sleeve.	(10) Adjusting nut self-locking sleeve does not function.	Applicable if so equipped.	Out of Service

J. Slack Adjuster (Push Rod) Travel. With the assistance of a second party, make a treadle valve application at 85 psi in system and note rod travel.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) With brakes released, inspect angle of push rod and slack adjuster arm.	(1) Push rod and slack adjuster arm is less than 90 degrees when brakes are released.	Applicable if so equipped.	Out of Service
(2) Measure push rod travel from fully released to fully applied positions.	(2) Push rod travel exceeds limits in Table 1.	Applicable if so equipped.	Out of Service
(3) On steering axle, inspect for difference of travel between sides.	(3) Push rod travel on one side is not within 1/4 inch of other side.	Applicable if so equipped.	Out of Service

TABLE 1

S-CAM BRAKES — PUSH ROD TRAVEL LIMITS			
(Dimensions in Inches)			
<i>Type</i>	<i>Effective Area (Sq. In.)</i>	<i>Outside Diameter* (Inches)</i>	<i>Maximum Stroke (Inches)</i>
BOLT TYPE BRAKE CHAMBER DATA			
A	12	6/15/2016	1/3/2008
B	24	9/3/2016	1/3/2004
C	16	8/1/2016	1/3/2004

D	6	5/1/2004	1/1/2004
E	9	6/3/2016	1/3/2008
F	36	11	2/1/2004
G	30	9/7/2008	2
ROTOCHAMBER DATA			
9	9	4/9/1932	1/1/2002
12	12	4/13/2016	1/1/2002
16	16	5/13/1932	2
20	20	5/15/2016	2
24	24	6/13/1932	2
30	30	7/1/2016	2/1/2004
36	36	7/5/2008	2/3/2004
50	50	8/7/2008	3
CLAMP TYPE BRAKE CHAMBER DATA			
6	6	4/1/2002	1/1/2004
9	9	5/1/2004	1/3/2008
12	12	5/11/2016	1/3/2008
16	16	6/3/2008	1/3/2004
20	20	6/25/1932	1/3/2004
24	24	7/7/1932	1 -3/4**
30	30	8/3/1932	2
36	36	9	2/1/2004
*Dimensions listed do not include cap screw head projections for rotochambers and bolt clamp projections for clamp type brake chambers.			
**2 inches for long stroke design.			
BENDIX WESTINGHOUSE			
DD2			2
DD3			2

K. Wedge Brake. With the assistance of a second party, make a full brake application.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Measure total shoe movement from fully released to fully applied position.	(1) Brake shoe movement on wedge brakes exceeds 1/16 inch.	Applicable if so equipped.	Out of Service

L. Brake Camshafts.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Inspect operation of brakes.	(1) Brake camshaft condition renders any brake inoperable.	Applicable if so equipped.	Out of Service
(2) Inspect travel of brake cams.	(2) Any cam is on end or turns over when brakes are applied.	Applicable if so equipped.	Out of Service
(3) Inspect for camshaft and bushing wear.	(3) There is more than 1/8 inch wear between camshaft and bushings.	Applicable if so equipped.	Out of Service

M. Brake Linings—Air Brakes. Visually inspect brake shoes. If shoes cannot be seen, removal of the lower portion of the dust cover is required.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Inspect for presence and condition of lining.	(1) Any lining is missing, cracked, broken, or not securely attached to the brake shoe.	Applicable if so equipped.	Out of Service
(2) Measure thickness at center of shoe. It may be necessary to back off slack adjusters to make an accurate measurement.	(2) Brake lining thickness is worn to 1/4 inch or less at center of shoe.	Applicable if so equipped.	Out of Service
(3) Visually inspect for contamination.	(3) Lining is contaminated with oil or grease.	Applicable if so equipped.	Out of Service

N. Brake Drums—Air Brakes.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Visually inspect for damage and cracks.	(1) Any drum contains cracks in the friction surface which extend to the outer edge of the bore, or any drum contains any external cracks.	Applicable if so equipped.	Out of Service
(2) Removal of any wheel and brake drum in only required when a rejection occurs under §N(1). When any wheel and brake drum is removed, perform the inspection specified in §N(3).	(2) (Rejection not applicable in this step)		

(3) Measure inside diameter of drum for wear and remachining.	(3) Any combination of wear and remachining exceeds the brake drum manufacturer's limits. If a limit is not available, the maximum combination of wear and remachining may not exceed 0.090 inch greater than the original inside diameter of the drum if the original diameter of the drum is 11 inches or less. For drums greater than 11 inches inside diameter, the maximum wear and remachining may not exceed 0.120 inch greater than the original inside diameter.	Applicable if so equipped.	Out of Service
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O. Disc Brakes — Air.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Inspect all calipers and rotor (disc) surfaces for oil or grease contamination.	(1) Oil or grease is evident on accessible surfaces of any caliper or rotor (disc).	Applicable if so equipped.	Out of Service
(2) If brake linings are visible, visually inspect thickness of lining.	(2) Brake lining thickness appears to be 1/8 inch or less.	Applicable if so equipped.	Out of Service
(3) If rotors (discs) are visible, visually inspect for cracks or damage.	(3) Any rotor is cracked or damaged.	Applicable if so equipped.	Out of Service
(4) Removal of all wheels on an axle is only required when a rejection occurs under §O(2). Otherwise remove only the wheel where the defect is suspected. When wheels are removed, perform the inspections specified in §O(5)–(8).	(4) (Rejection not applicable in this step)		
(5) Bonded Linings.	-5		
(a) Measure thickness of lining at thinnest point.	(a) Thinnest point of remaining lining is 1/8 inch or less.	Applicable if so equipped.	Out of Service
(b) Inspect lining condition.	(b) Bonded lining is broken, cracked, loose, missing, wear is extremely uneven, or lining is contaminated with oil, grease, or brake fluid.	Applicable if so equipped.	Out of Service
(6) Riveted Lining.	-6		
(a) Measure thickness of lining at thinnest point above rivet head.	(a) Thinnest point of remaining lining above a rivet head is 1/8 inch or less.	Applicable if so equipped.	Out of Service
(b) Inspect lining condition.	(b) Lining or rivet is broken, cracked, loose, missing, wear is extremely uneven, or lining is contaminated with oil, grease, or brake fluid.	Applicable if so equipped.	Out of Service
(7) Calipers. Visually inspect for damage and cracks.	(7) Caliper is leaking, fails to operate, or piston is seized.	Applicable if so equipped.	Out of Service
(8) Rotors (Discs).	-8		
(a) Visually inspect for damage and cracks.	(a) Any rotor is broken, cracked into the hub, or friction surface cracks extend to the periphery of the rotor.	Applicable if so equipped.	Out of Service
(b) Measure thickness of rotor for wear and remachining.	(b) Any combination of wear and remachining reduces the thickness of the rotor to less than the minimum thickness established by the manufacturer or that stamped on the rotor.	Applicable if so equipped.	Out of Service

Sec. 11.22.03.07.
Tires

A. Tire Inspection — Steering Axle.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Inspect for tire wear.	-1		
(a) Tires without tread wear indicators.	(a) Tire is worn so that less than 4/32 inch remains when measured in any two major grooves at three equally spaced intervals around circumference of a tire.	Applicable as written.	Out of Service
(b) Tires with tread wear indicators.	(b) Tread wear indicator contacts the road in any two adjacent major grooves at three equally spaced intervals around circumference of a tire.	Applicable as written.	Out of Service
(2) Inspect for tread cuts, snags, or sidewall cracks.	(2) Tire has tread cuts, snags, or sidewall cracks in any direction and deep enough to expose cord fabric.	Applicable as written.	Out of Service
(3) Inspect for exposed cord fabric.	(3) Tire has any part of the breaker strip or casing ply exposed in the tread.	Applicable as written.	Out of Service
(4) Inspect for bumps, bulges, or knots.	(4) Tire has visible bump, bulge, or knot related to tread or sidewall separation.	Applicable as written.	Out of Service
(5) Inspect for patching.	(5) Tire has a boot, blowout patch, or other ply repair.	Applicable as written.	Out of Service
(6) Inspect for tire matching.	(6) Bias ply and radial ply tires are mixed on same axle, or tires on same axle are not equivalent to size recommended by tire or vehicle manufacturer.	Applicable as written.	Out of Service

(7) Inspect for restricted usage.	(7) Tire is labeled "Not for Highway Use" or other labeling which excludes use on a steering axle.	Applicable as written.	Out of Service
(8) Inspect for regrooved or recut tires.	(8) Tire is regrooved or recut and regrooving or recutting is not permitted by tire manufacturer.	Applicable as written.	Out of Service
(9) Inspect for proper mounting.	(9) Tire has tire flap protruding through valve stem slot in rim.	Applicable as written.	Out of Service
(11) Inspect for wheel and tire mounting.	(11) Tire or wheel contacts vehicle chassis or body.	Applicable as written.	Out of Service
(12) Inspect for weight limit rating.	(12) Gross vehicle axle weight exceeds tire load rating, which includes under-inflated tires.	Applicable as written.	Out of Service

B. Tire Inspection — Nonsteering Axle.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Inspect for tire wear.	-1		
(a) Tires without tread indicators.	(a) Tire is worn so that less than 2/32 inch remains when measured in any two major grooves at three equally spaced intervals around circumference of a tire.	Applicable as written.	Out of Service
(b) Tires with tread wear indicators.	(b) Tread wear indicator contacts the road in any two adjacent major grooves at three equally spaced intervals around circumference of a tire.	Applicable as written.	Out of Service
(2) Inspect for tread cuts, snags, or sidewall cracks.	(2) Tire has tread cuts, snags, or sidewall cracks in any direction and deep enough to expose cord fabric.	Applicable as written.	Out of Service
(3) Inspect for exposed cord fabric.	(3) Tire has any part of the breaker strip or casing ply exposed in tread.	Applicable as written.	Out of Service
(4) Inspect for bumps, bulges, or knots.	(4) Tire has visible bump, bulge, or knot related to tread or sidewall separation.	Applicable as written.	Out of Service
(5) Inspect for patching.	(5) Tire has a boot, blowout patch, or other temporary ply repair.	Applicable as written (MTA reserves the right to approve specific repair procedures.)	Out of Service
(6) Inspect for tire matching.	(6) Bias ply and radial ply tires are mixed on same axle, or tires on same axle are not equivalent to size recommended by tire or vehicle manufacturer.	Applicable as written.	Out of Service
(7) Inspect for restricted usage.	(7) Tire is labeled "Not for Highway Use" or other labeling which excludes use on a highway vehicle.	Applicable as written.	Out of Service
(8) Inspect for regrooved or recut tires.	(8) Tire is regrooved or recut and regrooving or recutting is not permitted by tire manufacturer, or vehicle is equipped with regrooved tires on the steering axle.	Applicable as written.	Out of Service
(9) Inspect for recapped or retreaded tires on front wheels.	(9) Equipped with recapped or retreaded tires on the front wheels.	No recapped or retreaded tires allowed on any wheel	Out of Service
(10) Inspect for proper mounting.	(10) Tire has tire flap protruding through valve stem slot in rim.	Applicable as written.	Out of Service
(12) Inspect for wheel and tire mounting.	(12) Tire or wheel contacts vehicle chassis or body.	Applicable as written.	Out of Service
(13) Inspect for weight limit rating.	(13) Gross vehicle axle weight exceeds tire load rating, which includes under-inflated tires.	Applicable as written.	Out of Service

Sec. 11.22.03.08.

Wheels, Rims, Lock Rings, Studs, and Nuts A. Wheels. Visually inspect:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Disc Wheels.	-1		
(a) Inspect for condition of wheels.	(a) Wheel is broken, cracked, bent, warped, welded, or loose.	Applicable as written.	Out of Service
(b) Inspect stud holes.	(b) Any stud hole is elongated.	Applicable as written.	Out of Service
(2) Cast Wheels.	-2		
(a) Inspect for condition of wheels.	(a) Wheel is broken, cracked, bent, scraped, welded, loose, or clamping area is worn.	Applicable as written.	Out of Service
(b) Inspect stud holes.	(b) Any stud hole is elongated.	Applicable as written.	Out of Service

B. Rims. Visually inspect for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Wheel and rim matching.	(1) Wheel and rim are mismatched.	Applicable if so equipped.	Out of Service
(2) Damage.	(2) Rim is broken, cracked, bent, warped, or loose.	Applicable as written.	Out of Service

C. Lock Rings.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
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(1) Inspect for butted lock rings.	(1) Locking ring end clearance is less than 1/8 inch.	Applicable if so equipped.	Out of Service
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D. Studs, Nuts, and Clamps. Inspect for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Presence and tightness.	(1) Stud, nut, or clamp is missing or loose.	Applicable as written.	Out of Service
(2) Thread engagement.	(2) Threads are cross-threaded or improperly engaged.	Applicable as written.	Out of Service
(3) Condition.	(3) Stud, nut, or clamp is broken, cracked, bent, welded, or seized.	Applicable as written.	Out of Service

Sec. 11.22.03.09.

Accelerator Pedal and Air Throttle

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Binding.	(1) Engine speed does not return to idle.	Applicable as written.	Out of Service
(2) Mounting.	(2) Pedals are not properly and securely mounted.	Applicable as written.	Out of Service
(3) Condition of linkage.	(3) Linkage is worn, damaged, or contains improper retaining components.	Applicable as written.	Out of Service
(4) Return springs.	(4) Return springs are missing, loose, or weak.	Applicable as written.	Out of Service

Sec. 11.22.03.10. Fuel

Storage and Delivery System A. Fuel Storage. Visually inspect:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Tank.	(1) Tank is leaking, cracked, has broken welds, not an approved type or if mounted forward of steering axle and is wider than the vehicle.	Applicable as written.	Out of Service
(2) Tank mounting.	(2) Tank mounts are missing, cracked, loose, have loose bolts, or bolts are missing.	Applicable as written.	Out of Service
(3) Caps.	(3) Tank cap is missing or does not seal to prevent spillage.	Applicable as written.	Out of Service

B. Fuel Delivery System. Visually inspect:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Pump.	(1) Pump is disconnected or bypassed to provide a gravity fuel feed, pump is loose, leaking, or not securely mounted.	Applicable as written.	Out of Service
(2) Lines and connections.	(2) Lines or connections are leaking, crimped, restricted, improperly mounted, any line or connection is less than 1-1/2 inches from the exhaust system or moving vehicle or engine parts, or located inside the passenger compartment.	Applicable as written.	Out of Service

.11 Exhaust System.

Sec. 11.22.03.11.

Exhaust System

Visually inspect:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(2) Muffler or mufflers.	(2) Muffler is missing or leaking.	Applicable as written.	Out of Service
(3) Exhaust pipe or pipes.	(3) Exhaust pipe is missing, leaking, or perforated.	Applicable as written.	Out of Service
(5) Heat shields (if applicable).	(5) Heat shields are missing, loose, or improperly mounted.	Applicable as written.	Out of Service
(6) Location.	(6) Any part of exhaust system is less than 1-1/2 inches from fuel system, brake system, or other nonshielded combustible material.	Applicable as written.	Out of Service
(7) Exhaust outlet.	(7) Exhaust outlet does not expel exhaust beyond perimeter of the passenger compartment.	Applicable as written.	Out of Service

Sec. 11.22.03.12.

Universal Joints and U-Clamps. With spring brakes on and gear selector in neutral, place a small bar between the yoke and the U-joint and rotate the shaft back and forth.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(2) Visually inspect U-clamps.	(2) U-clamp is missing, loose, nut is missing or loose, or nut or bolt is not locked.	Applicable as written.	Out of Service

Sec. 11.22.03.13.
Vehicle Frame, Body, A. Frame,
and Sheet Metal

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Visually inspect frame for damage, deterioration, and improper frame welding.	(1) Frame is cracked, broken, bent, rusted to substantially weaken the frame, or frame is welded and not fishplated.	Applicable as written.	Out of Service

C. Frame Cross Member.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Visually inspect frame cross member for condition and attachment.	(1) Frame cross member or bolt is loose, missing, or damaged.	Applicable as written.	Out of Service

E. Floors and Floor Covering.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Inspect floors for condition.	(1) Floor is rusted or weakened to a point it does not support occupant, or permits the entrance of engine exhaust into the vehicle.	Applicable as written.	Out of Service
(3) Inspect for presence and condition of standee line or bar.	(3) Not equipped with a 2-inch wide standee line of contrasting color or other means to indicate that a passenger standing forward of the standee line is prohibited.	Applicable as written.	Out of Service

F. Hood or Engine Cover.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Inspect for presence of hood or engine cover.	(1) Hood or engine cover is missing or engine cover does not seal.	Applicable as written.	Out of Service

G. Doors, Handles, Latches, and Hinges.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Inspect doors for presence, attachment, and operation.	(1) Door is missing, loose, or does not readily open or securely close.	Applicable as written.	Out of Service
(2) Inspect emergency door (if equipped) for operation and marking.	(2) Equipped with an emergency door and door does not open or securely close, or is not clearly identified by 1-inch letters and a red light when lighted exterior lamps are displayed.	Applicable as written.	Out of Service
(3) Inspect door handles for presence and operation.	(3) Door handle is missing or does not permit opening or closing of door.	Applicable as written.	Out of Service
(4) Inspect door catches for presence, condition, and operation.	(4) Door catch is missing, damaged, loose, or worn, or does not operate on primary or secondary catches.	Applicable as written.	Out of Service
(5) Inspect hinges for presence and condition.	(5) Hinge is missing, broken, loose, or does not permit door to properly open or close.	Applicable as written.	Out of Service

I. Fenders and Rear Protector (Mud) Flaps. Rear protector flaps are not required on an uncoupled truck tractor, farm truck, farm truck tractor, pole trailer, or any vehicle when the construction is such that complete freedom around the wheel area is necessary to secure the designed use of the vehicle.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Inspect fenders for presence and condition.	(1) Fender is missing, or contains sharp or jagged edges.	Applicable as written.	Out of Service

J. Sheet Metal.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Inspect body sheet metal and moldings for tears, protruding or loose parts, and deterioration.	(1) Body parts and moldings have sharp or jagged edges, protrude to be hazardous, are loose, or body panel has a missing rivet or open seam.	Applicable as written.	Out of Service

K. Bumpers.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Inspect bumpers for presence, condition, and mounting.	(1) Bumper is missing when required, is broken, has sharp or jagged edges, or is not securely attached.	Applicable as written.	Out of Service

Sec. 11.22.03.14.
Lighting

A. Headlamps. Inspect headlamps for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Presence.	(1) Not equipped with at least one headlamp on each side or two headlamps on each side for four-lamp system, or are not as far apart as practical.	Applicable as written.	Out of Service
(2) Condition.	(2) Headlamp is damaged, broken, cracked, or not securely mounted.	Applicable as written.	Out of Service
(3) Function.	(3) Headlamp does not function on high and low beams, does not emit a white light or is not properly directed.	Applicable as written.	Out of Service

B. Tail Lamps. Inspect tail lamps for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
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(1) Presence.	(1) Not equipped with at least one tail lamp on each side to the rear, or are not mounted as far apart as practical.	Applicable as written.	Out of Service
(2) Condition.	(2) Tail lamp does not function, does not emit a red light, or is not visible to rear.	Applicable as written.	Out of Service if none function. Repair before next use if one functions.

C. Stop Lamps. Inspect stop lamps for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Presence.	(1) A 1968 or newer model year vehicle is not equipped with two red or amber stop lamps, or a 1967 or older model year vehicle is not equipped with at least one red or amber stop lamp.	Applicable as written.	Out of Service
(2) Condition.	(2) Stop lamp does not function, does not emit a red or amber light, or is not visible to rear.	Applicable as written.	Out of Service if none function or if one entire side is non-functional. Repair before next use if at least one functions on each side.

D. Turn Signal Lamps. Inspect turn signal lamps for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Presence.	(1) Not equipped with two amber to front and two red or amber to rear, mounted as far apart as practical.	Applicable as written.	Out of Service
(2) Condition.	(2) Turn signal lamp is damaged, broken, cracked, or not securely mounted.	Applicable as written.	Out of Service if none function or if one entire side is non-functional. Repair before next use if at least one functions on each side.
(3) Function.	(3) Turn signal lamp does not function as designed, or does not flash between 60 and 120 cycles per minute, or is not visible to front and rear.	Applicable as written.	Out of Service if none function or if one entire side is non-functional. Repair before next use if at least one functions on each side.

E. Hazard Warning Lamps. Inspect hazard warning lamps for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Presence.	(1) Not equipped with hazard warning lamps emitting amber light to front, and red or amber light to rear.	Applicable as written.	Out of Service

F. Side Marker Lamps. Side marker lamps may function as both side marker and clearance lamps. Inspect side marker lamps for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Presence.	(1) Not equipped with two amber side marker lamps on front and two red side marker lamps on rear, mounted as high and as close to front and rear of vehicle as practical, or if vehicle is longer than 30 feet and is not equipped with an intermediate side marker lamp centrally located on the vehicle.	Applicable as written.	Out of Service

G. Clearance Lamps. Clearance lamps are not required on vehicles less than 80 inches in width. Inspect clearance lamps for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Presence.	(1) When required, vehicle is not equipped with at least two amber to the front and two red to the rear, mounted as far apart as practical.	Applicable as written.	Out of Service

H. Identification Lamps. Identification lamps are not required on vehicles less than 80 inches in width. Inspect identification lamps for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Presence.	(1) When required, vehicle is not equipped with three amber identification lamps on the front and three red identification lamps on the rear.	Applicable as written.	Out of Service

I. License Plate Lamp or Lamps. Inspect license plate lamp or lamps for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Presence.	(1) Not equipped with lamp or lamps to illuminate license plate.	Applicable as written.	Out of Service

J. Additional Lamps (if Equipped).

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(3) Back-up lamps.	(3) Back-up lamp functions in a forward gear, is not properly directed, or properly and securely mounted.	Applicable as written.	Out of Service

L. Reflectors.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Rear. Visually inspect for presence and condition of reflectors.	(1) Not equipped with two red reflectors on rear, mounted at the same height and as far apart as practical.	Applicable as written.	Out of Service
(2) Side Marker. Visually inspect for presence and condition of reflectors.	(2) Not equipped with one amber reflector on each side at or near the front, one red reflector on each side at or near the rear, or if vehicle is more than 30 feet long and is not equipped with an intermediate amber reflector centrally located.	Applicable as written.	Out of Service

Sec. 11.22.03.15.
Electrical System

A. Wiring. Visually inspect wiring for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(2) Mounting.	(2) Wiring is loose to permit contact with exhaust system or moving parts.	Applicable as written.	Out of Service

Sec. 11.22.03.16.
Emergency
Equipment

B. Extinguisher. Vehicles used to transport hazardous materials shall be equipped with a fire extinguisher with an Underwriters Laboratory rating of at least 10 BC. Vehicles used to transport nonhazardous materials shall be equipped with at least one fire extinguisher with an Underwriters Laboratory rating of at least 5 BC or two fire extinguishers with an Underwriters Laboratory rating of at least 4 BC. Inspect fire extinguisher for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Presence.	(1) Fire extinguisher is missing.	Applicable as written.	Out of Service
(3) Condition.	(3) Fire extinguisher is discharged, damaged, or inoperable.	Applicable as written.	Out of Service

Sec. 11.22.03.17.
Seats and Seat Belts

A. Seats. Visually inspect seat for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Condition.	(1) Seat frame is broken or seat is loose.	Applicable as written.	Out of Service
(2) Adjustment mechanism.	(2) Adjustment mechanism does not lock or permit seat adjustment.	Applicable as written.	Out of Service

B. Seat Belts (Applicable to Vehicles Manufactured on and after January 1, 1965). Inspect seat belt for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Presence.	(1) Driver's seat is not equipped with a seat belt.	Applicable as written.	Out of Service
(2) Condition.	(2) Seat belt is cut, torn, damaged, insecurely mounted, or if vehicle is equipped with air ride seat and seat belts are attached to the seat without a secondary belt from the seat to the vehicle body.	Applicable as written.	Out of Service
(3) Function.	(3) Belt does not extend full length or retract if equipped with retractors or if latching system does not lock.	Applicable as written.	Out of Service

Sec. 11.22.03.19.
Mirrors

A. Outside Mirrors. From driver's seat, inspect mirrors for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Presence.	(1) Not equipped with a right and left outside mirror.	Applicable as written.	Out of Service

B. Inside Mirror (When Required). From driver's seat, inspect mirror for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Presence.	(1) Not equipped with an inside mirror when required.	Applicable as written.	Out of Service

Sec. 11.22.03.20.
Glazing

A. Windshield. Visually inspect windshield for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(4) Vision.	(4) Vision is obscured by clouding or other conditions.	Applicable as written.	Out of Service
(5) Tinting.	(5) Windshield contains any add-on tinting.	Applicable as written.	Out of Service
(6) Stickers.	(6) Windshield wiper sweep area contains any stickers.	Applicable as written.	Out of Service
(7) Type.	(7) Windshield is not AS-1 or AS-10 laminated safety glazing.	Applicable as written.	Out of Service
(8) Presence.	(8) Any part of windshield is missing.	Applicable as written.	Out of Service

B. Side Windows. Inspect for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Operation.	(1) Window on driver's side does not open or close.	Applicable as written.	Out of Service
(2) Push-out windows .	(2) Manufactured after September 1, 1983 and is not equipped with push-out windows.	Applicable to emergency escape windows if so equipped.	Out of Service
(3) Cracks.	(3) Any window contains a sharp or jagged edge, or is cracked so as to restrict vision.	Applicable as written.	Out of Service
(4) Obstructions.	(4) Any window is obstructed to restrict vision.	Applicable as written.	Out of Service
(5) Tinting.	(5) Any window to the immediate right or left of the driver contains add-on tinting.	Applicable as written.	Out of Service

(6) Type.	(6) Any window to the immediate right or left of the driver is not AS-1, AS-2, AS-10, or AS-11 safety glazing, or any other side window is not AS-1, AS-2 AS-3, AS-4, AS-5, AS-10, or AS-11 safety glazing.	Applicable as written.	Out of Service
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Sec. 11.22.03.21.
Windshield Wipers
and Washers

A. Windshield Wipers. Inspect windshield wipers for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Operation.	(1) Wipers fail to operate, blades do not contact windshield, or wipers do not return to park position when turned off.	Applicable as written.	Out of Service
(2) Condition of blades.	(2) Wiping portion of blade is missing, torn, or hardened, or does not wipe 75 percent of original sweep area.	Applicable as written.	Out of Service
(3) Condition of arms.	(3) Wiper arm is missing, bent, or distorted.	Applicable as written.	Out of Service

Sec. 11.22.03.23.
Automatic
Transmission Gear
Selector/Neutral
Safety Switch

A. Gear Selector.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) With engine running and parking brake set, place transmission selector in Park (P), Reverse (R), Neutral (N), Drive (D), and Low (L).	(1) Gear selector does not indicate proper gear.	Applicable as written.	Out of Service

B. Neutral Safety Switch.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) With engine turned off and parking brake set, place gear selector in each gear position and determine when starter will engage.	(1) Starter will engage when gear selector is in any position except P or N.	Applicable as written.	Out of Service

Sec. 11.22.03.24.
Speedometer and
Odometer

A. Speedometer.

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Inspect for presence and operation.	(1) Speedometer does not function or is missing.	Applicable as written.	Out of Service

Sec. 11.22.03.25.
Brake and Clutch
Pedal

A. Brake Pedal. Inspect brake pedal for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Operation.	(1) Brake pedal does not return when released or is binding or misaligned.	Applicable as written.	Out of Service
(2) Condition.	(2) Brake pedal or air treadle is loose or foot surface or pedal pad, if applicable, is missing or worn smooth.	Applicable as written.	Out of Service

Sec. 11.22.03.26.
Horn

Inspect for:

<i>Procedures:</i>	<i>Reject Vehicle If:</i>	<i>MTA Mobility Application</i>	<i>MTA Mobility Defect Level</i>
(1) Presence.	(1) Horn is missing.	Applicable as written.	Out of Service
(2) Operation.	(2) Horn fails to function.	Applicable as written.	Out of Service
(3) Accessibility.	(3) Means of activating horn is not readily accessible to the driver.	Applicable as written.	Out of Service

Appendix 9. – Mobility Fleet Inventory

MDOT MTA Mobility Fleet Inventory

Veh. #	Model Year	Chassis Make	Chassis Model	Body Make	Body Model	VIN	Month End	Type	Type Code	Actual in service date
3302	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS5EDA17075	286,141	DRW Wide W/C	822	12/04/15
3304	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS9EDA17077	264,123	DRW Wide W/C	822	12/04/15
3306	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS2EDA17079	291,168	DRW Wide W/C	822	12/04/15
3308	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS9EDA18228	288,336	DRW Wide W/C	822	12/04/15
3311	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS9EDA18231	263,005	DRW Wide W/C	822	12/04/15
3314	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS0EDA23592	247,942	DRW Wide W/C	822	12/04/15
3315	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS2EDA23593	252,444	DRW Wide W/C	822	12/04/15
3316	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS4EDA23594	244,898	DRW Wide W/C	822	12/04/15
3317	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS6EDA23595	261,368	DRW Wide W/C	822	12/04/15
3318	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS8EDA23596	266,922	DRW Wide W/C	822	12/04/15
3320	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS1EDA23598	227,611	DRW Wide W/C	822	12/04/15
3321	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS9EDA88215	245,519	DRW Wide W/C	822	12/04/15
3322	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS0EDA88216	242,095	DRW Wide W/C	822	12/04/15
3323	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS2EDA88217	256,497	DRW Wide W/C	822	12/04/15
3324	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS4EDA88218	238,836	DRW Wide W/C	822	12/04/15
3325	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS6EDA88219	265,525	DRW Wide W/C	822	12/04/15
3326	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS2EDA88220	249,208	DRW Wide W/C	822	12/04/15
3327	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS4EDA88221	240,291	DRW Wide W/C	822	12/04/15
3328	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS6EDA88222	259,738	DRW Wide W/C	822	12/04/15
3329	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS8EDA88223	249,442	DRW Wide W/C	822	12/04/15
3332	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS3EDA88226	273,878	DRW Wide W/C	822	12/04/15
3333	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS5EDA88227	238,228	DRW Wide W/C	822	12/04/15
3334	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS7EDA88228	251,512	DRW Wide W/C	822	12/04/15
3336	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FSXEDA91740	264,224	DRW Wide W/C	822	12/04/15
3337	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS1EDA91741	273,172	DRW Wide W/C	822	12/04/15
3340	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS7EDA91744	271,343	DRW Wide W/C	822	12/04/15
3341	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS0EDA91745	277,139	DRW Wide W/C	822	12/04/15
3342	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS7EDB10079	271,031	DRW Wide W/C	822	12/04/15
3343	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS3EDB10080	283,210	DRW Wide W/C	822	12/04/15
3345	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS7EDB10082	219,106	DRW Wide W/C	822	12/04/15
3347	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS0EDB10084	216,533	DRW Wide W/C	822	12/04/15
3348	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS2EDB10085	239,758	DRW Wide W/C	822	12/04/15
3349	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS4EDB10086	235,484	DRW Wide W/C	822	12/04/15
3350	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS6EDB10087	234,577	DRW Wide W/C	822	12/04/15
3351	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS8EDB10088	238,193	DRW Wide W/C	822	12/04/15
3352	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FSXEDB10089	212,271	DRW Wide W/C	822	12/04/15

3353	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS6EDB10090	236,682	DRW Wide W/C	822	12/04/15
3354	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS8EDB10091	214,330	DRW Wide W/C	822	12/04/15
3355	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FSXEDB10092	257,619	DRW Wide W/C	822	12/04/15
3356	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS1EDB10093	257,744	DRW Wide W/C	822	12/04/15
3357	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS3EDB10094	259,618	DRW Wide W/C	822	12/04/15
3358	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS5EDB10095	254,871	DRW Wide W/C	822	12/04/15
3359	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS7EDB10096	256,955	DRW Wide W/C	822	12/04/15
3360	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS9EDB10097	216,938	DRW Wide W/C	822	12/04/15
3361	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS9EDB17258	248,438	DRW Wide W/C	822	12/04/15
3362	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS0EDB17259	240,144	DRW Wide W/C	822	12/04/15
3363	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS7EDB17260	239,088	DRW Wide W/C	822	12/04/15
3364	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS9EDB17261	231,739	DRW Wide W/C	822	12/04/15
3365	2014	Ford	E-450	CEQ	Phoenix	1FSFE4FS0EDB17262	243,304	DRW Wide W/C	822	12/04/15
3367	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS4EDB17264	236,700	DRW Wide W/C	822	12/17/15
3368	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS6EDB17265	250,524	DRW Wide W/C	822	12/04/15
3369	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS8EDB17266	246,145	DRW Wide W/C	822	12/04/15
3370	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FSXEDB17267	242,403	DRW Wide W/C	822	12/04/15
3371	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS1EDB17268	238,380	DRW Wide W/C	822	12/04/15
3372	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS3EDB17269	253,700	DRW Wide W/C	822	12/04/15
3373	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FSXEDB17270	243,359	DRW Wide W/C	822	12/04/15
3374	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FSXEDB19763	244,693	DRW Wide W/C	822	12/17/15
3375	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS1EDB19764	224,434	DRW Wide W/C	822	12/04/15
3376	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS3EDB19765	236,156	DRW Wide W/C	822	12/04/15
3377	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS5EDB19766	262,829	DRW Wide W/C	822	12/04/15
3378	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS7EDB19767	252,856	DRW Wide W/C	822	12/04/15
3379	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS9EDB19768	255,765	DRW Wide W/C	822	12/04/15
3380	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS0EDB19769	229,834	DRW Wide W/C	822	12/04/15
3381	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS7EDB19770	264,555	DRW Wide W/C	822	12/04/15
3382	2014	Ford	E-450	CEQ	Phoenix	1FDFE4FS9EDB19771	268,517	DRW Wide W/C	822	12/04/15
3400	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS6HDC26450	182,222	SRW Wide W/C	422	11/16/17
3401	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS8HDC26451	182,422	SRW Wide W/C	422	11/16/17
3402	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS8HDC27454	180,075	SRW Wide W/C	422	11/16/17
3403	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FSXHDC27455	170,260	SRW Wide W/C	422	11/16/17
3404	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS1HDC27456	158,811	SRW Wide W/C	422	11/16/17
3405	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FSXHDC26452	153,009	SRW Wide W/C	422	11/16/17
3406	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS3HDC27457	163,764	SRW Wide W/C	422	11/16/17
3407	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS1HDC26453	151,666	SRW Wide W/C	422	11/16/17
3408	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS3HDC26454	174,135	SRW Wide W/C	422	11/16/17
3409	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS5HDC27458	160,114	SRW Wide W/C	422	11/16/17

3410	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS5HDC26455	159,266	SRW Wide W/C	422	11/16/17
3411	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS7HDC27459	159,114	SRW Wide W/C	422	11/16/17
3412	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS3HDC27460	157,077	SRW Wide W/C	422	11/16/17
3413	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS5HDC27461	161,368	SRW Wide W/C	422	11/16/17
3414	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS7HDC27462	171,298	SRW Wide W/C	422	11/16/17
3415	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS9HDC27463	181,554	SRW Wide W/C	422	11/16/17
3417	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS2HDC27465	156,065	SRW Wide W/C	422	11/16/17
3418	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS4HDC27466	166,878	SRW Wide W/C	422	11/16/17
3419	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS6HDC27467	161,122	SRW Wide W/C	422	11/16/17
3420	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS8HDC27468	162,078	SRW Wide W/C	422	11/16/17
3421	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS7HDC26456	165,365	SRW Wide W/C	422	11/16/17
3422	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS9HDC26457	176,231	SRW Wide W/C	422	11/16/17
3423	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FSXHDC27469	161,121	SRW Wide W/C	422	11/16/17
3424	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS6HDC27470	167,038	SRW Wide W/C	422	11/16/17
3425	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS0HDC26458	146,925	SRW Wide W/C	422	11/16/17
3426	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS8HDC27471	164,991	SRW Wide W/C	422	11/16/17
3427	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FSXHDC27472	157,735	SRW Wide W/C	422	11/16/17
3429	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS2HDC26459	156,322	SRW Wide W/C	422	11/16/17
3430	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS3HDC27474	168,336	SRW Wide W/C	422	11/16/17
3431	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS9HDC26460	180,359	SRW Wide W/C	422	11/16/17
3432	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS5HDC27475	165,615	SRW Wide W/C	422	11/16/17
3433	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS0HDC26461	168,519	SRW Wide W/C	422	11/16/17
3434	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS7HDC27476	155,648	SRW Wide W/C	422	11/16/17
3435	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS9HDC27477	159,734	SRW Wide W/C	422	11/16/17
3437	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS2HDC27479	162,397	SRW Wide W/C	422	11/16/17
3438	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS9HDC27480	165,944	SRW Wide W/C	422	11/16/17
3439	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS2HDC26462	153,471	SRW Wide W/C	422	11/16/17
3440	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS0HDC27481	164,093	SRW Wide W/C	422	11/16/17
3441	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS2HDC27482	167,430	SRW Wide W/C	422	11/16/17
3442	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS4HDC27483	176,684	SRW Wide W/C	422	11/16/17
3443	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS6HDC27484	155,326	SRW Wide W/C	422	11/16/17
3444	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS4HDC26463	162,897	SRW Wide W/C	422	11/16/17
3445	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS6HDC26464	149,175	SRW Wide W/C	422	11/16/17
3446	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS8HDC27485	159,847	SRW Wide W/C	422	11/16/17
3447	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FSXHDC27486	158,240	SRW Wide W/C	422	11/16/17
3448	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS8HDC26465	163,128	SRW Wide W/C	422	11/16/17
3449	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FSXHDC26466	174,814	SRW Wide W/C	422	11/16/17
3450	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS1HDC27487	169,236	SRW Wide W/C	422	11/16/17
3451	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS1HDC26467	176,943	SRW Wide W/C	422	11/16/17

3452	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS3HDC27488	158,271	SRW Wide W/C	422	11/16/17
3453	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS3HDC26468	158,803	SRW Wide W/C	422	11/16/17
3454	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS5HDC26469	174,404	SRW Wide W/C	422	11/16/17
3455	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS1HDC26470	161,993	SRW Wide W/C	422	11/16/17
3456	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS5HDC27489	159,958	SRW Wide W/C	422	11/16/17
3457	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS3HDC26471	153,728	SRW Wide W/C	422	11/16/17
3458	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS5HDC26472	176,795	SRW Wide W/C	422	11/16/17
3459	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS7HDC26473	172,713	SRW Wide W/C	422	11/16/17
3460	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS4HDC41593	142,255	SRW Wide W/C	422	11/16/17
3461	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS6HDC41594	164,736	SRW Wide W/C	422	11/16/17
3462	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS8HDC41595	171,893	SRW Wide W/C	422	11/16/17
3464	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS1HDC41597	151,321	SRW Wide W/C	422	11/16/17
3465	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS7HDC42981	158,047	SRW Wide W/C	422	11/16/17
3466	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS9HDC42982	159,697	SRW Wide W/C	422	11/16/17
3468	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS2HDC42984	170,897	SRW Wide W/C	422	11/16/17
3469	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS4HDC42985	164,332	SRW Wide W/C	422	11/16/17
3470	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS6HDC42986	166,583	SRW Wide W/C	422	11/16/17
3471	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS3HDC41598	130,466	SRW Wide W/C	422	11/16/17
3472	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS5HDC41599	180,232	SRW Wide W/C	422	11/16/17
3473	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS8HDC41600	155,221	SRW Wide W/C	422	11/16/17
3474	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FSXHDC41601	140,667	SRW Wide W/C	422	11/16/17
3475	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS6HDC61778	140,863	SRW Wide W/C	422	11/16/17
3476	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS8HDC61779	148,045	SRW Wide W/C	422	11/16/17
3477	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS4HDC61780	136,101	SRW Wide W/C	422	11/16/17
3478	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS6HDC61781	142,586	SRW Wide W/C	422	11/16/17
3479	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS8HDC61782	149,181	SRW Wide W/C	422	11/16/17
3480	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FSXHDC61783	160,139	SRW Wide W/C	422	11/16/17
3481	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS1HDC61784	164,669	SRW Wide W/C	422	11/16/17
3482	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS3HDC61785	169,458	SRW Wide W/C	422	11/16/17
3483	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS5HDC61786	161,862	SRW Wide W/C	422	11/22/17
3484	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS7HDC61787	154,234	SRW Wide W/C	422	11/16/17
3485	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS9HDC61788	166,143	SRW Wide W/C	422	11/22/17
3486	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS0HDC61789	153,289	SRW Wide W/C	422	11/22/17
3487	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS7HDC61790	139,841	SRW Wide W/C	422	11/22/17
3488	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS9HDC61791	140,643	SRW Wide W/C	422	11/22/17
3489	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS0HDC61792	141,159	SRW Wide W/C	422	12/01/17
3490	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS2HDC61793	140,481	SRW Wide W/C	422	12/01/17
3491	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS4HDC61794	86,131	SRW Wide W/C	422	12/05/17
3492	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS6HDC61795	75,681	SRW Wide W/C	422	12/05/17

3493	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS8HDC61796	73,380	SRW Wide W/C	422	12/05/17
3494	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FSXHDC61797	161,526	SRW Wide W/C	422	12/01/17
3495	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS1HDC61798	139,247	SRW Wide W/C	422	12/01/17
3496	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS3HDC61799	148,274	SRW Wide W/C	422	12/01/17
3497	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS6HDC61800	137,931	SRW Wide W/C	422	12/13/17
3498	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS8HDC61801	141,381	SRW Wide W/C	422	11/28/17
3499	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FSXHDC61802	136,970	SRW Wide W/C	422	11/28/17
3500	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS1HDC61803	140,084	SRW Wide W/C	422	12/19/17
3501	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS6HDC60808	138,390	SRW Wide W/C	422	12/19/17
3502	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS3HDC61804	138,171	SRW Wide W/C	422	12/20/17
3503	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS5HDC61805	162,454	SRW Wide W/C	422	12/20/17
3504	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS7HDC61806	157,493	SRW Wide W/C	422	12/20/17
3505	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS9HDC61807	162,925	SRW Wide W/C	422	12/21/17
3506	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS0HDC61808	155,618	SRW Wide W/C	422	12/21/17
3507	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS2HDC61809	159,154	SRW Wide W/C	422	01/11/18
3508	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS9HDC61810	157,919	SRW Wide W/C	422	01/11/18
3509	2017	Ford	E-350	CEQ	Metrolite	1FDEE3FS0HDC61811	150,898	SRW Wide W/C	422	01/11/18
3601	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS8HDC58469	149,158	DRW Wide W/C	822	01/22/18
3602	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS4HDC58470	147,572	DRW Wide W/C	822	01/22/18
3603	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS6HDC58471	147,238	DRW Wide W/C	822	01/24/18
3604	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS8HDC58472	121,289	DRW Wide W/C	822	01/24/18
3605	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FSXHDC58473	156,120	DRW Wide W/C	822	02/05/18
3606	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS1HDC58474	154,239	DRW Wide W/C	822	01/24/18
3607	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS3HDC58475	152,811	DRW Wide W/C	822	01/24/18
3608	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS5HDC58476	144,976	DRW Wide W/C	822	01/29/18
3609	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS7HDC58477	146,101	DRW Wide W/C	822	01/29/18
3610	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS9HDC58478	144,323	DRW Wide W/C	822	02/01/18
3611	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS0HDC58479	142,555	DRW Wide W/C	822	02/01/18
3612	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS7HDC58480	151,441	DRW Wide W/C	822	01/26/18
3613	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS9HDC58481	149,824	DRW Wide W/C	822	02/05/18
3614	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS0HDC58482	134,331	DRW Wide W/C	822	02/08/18
3615	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS2HDC58483	146,930	DRW Wide W/C	822	02/08/18
3616	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS4HDC58484	60,064	DRW Wide W/C	822	02/08/18
3617	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS6HDC58485	111,449	DRW Wide W/C	822	02/08/18
3618	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS8HDC58486	152,687	DRW Wide W/C	822	02/08/18
3619	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FSXHDC58487	118,456	DRW Wide W/C	822	02/05/18
3620	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS1HDC58488	121,526	DRW Wide W/C	822	02/16/18
3621	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS3HDC58489	144,921	DRW Wide W/C	822	02/16/18
3622	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FSXHDC58490	141,014	DRW Wide W/C	822	02/16/18
3623	2017	Ford	E-450	CEQ	Phoenix	1FD4FE4FS1HDC58491	161,655	DRW Wide W/C	822	02/16/18

3625	2017	Ford	E-450	CEQ	Phoenix	1FDFE4FS5HDC58493	148,466	DRW Wide W/C	822	02/22/18
3626	2017	Ford	E-450	CEQ	Phoenix	1FDFE4FS7HDC58494	148,490	DRW Wide W/C	822	02/22/18
3627	2017	Ford	E-450	CEQ	Phoenix	1FDFE4FS9HDC58495	149,446	DRW Wide W/C	822	02/22/18
3628	2017	Ford	E-450	CEQ	Phoenix	1FDFE4FS0HDC58496	146,500	DRW Wide W/C	822	01/22/18
3629	2017	Ford	E-450	CEQ	Phoenix	1FDFE4FS2HDC58497	141,402	DRW Wide W/C	822	02/22/18
3630	2017	Ford	E-450	CEQ	Phoenix	1FDFE4FS4HDC58498	145,251	DRW Wide W/C	822	02/22/18
3631	2017	Ford	E-450	CEQ	Phoenix	1FDFE4FS6HDC58499	142,185	DRW Wide W/C	822	02/22/18
3632	2017	Ford	E-450	CEQ	Phoenix	1FDFE4FS9HDC58500	149,378	DRW Wide W/C	822	03/01/18
3633	2017	Ford	E-450	CEQ	Phoenix	1FDFE4FS0HDC58501	153,332	DRW Wide W/C	822	03/01/18
3634	2017	Ford	E-450	CEQ	Phoenix	1FDFE4FS2HDC58502	144,429	DRW Wide W/C	822	03/16/18
3635	2017	Ford	E-450	CEQ	Phoenix	1FDFE4FS4HDC58503	123,482	DRW Wide W/C	822	03/20/18
3636	2017	Ford	E-450	CEQ	Phoenix	1FDFE4FS6HDC58504	142,407	DRW Wide W/C	822	03/16/18
3700	2018	Ford	E-450	CEQ	Phoenix	1FDFE4FS5JDC41456	58,183	DRW Wide W/C	822	02/11/19
3701	2018	Ford	E-450	CEQ	Phoenix	1FDFE4FS7JDC41457	94,908	DRW Wide W/C	822	01/22/19
3702	2018	Ford	E-450	CEQ	Phoenix	1FDFE4FS9JDC41458	110,686	DRW Wide W/C	822	01/22/19
3703	2018	Ford	E-450	CEQ	Phoenix	1FDFE4FS0JDC41459	52,291	DRW Wide W/C	822	01/23/19
3704	2018	Ford	E-450	CEQ	Phoenix	1FDFE4FS7JDC41460	106,952	DRW Wide W/C	822	01/23/19
3705	2018	Ford	E-450	CEQ	Phoenix	1FDFE4FS9JDC41461	101,317	DRW Wide W/C	822	01/23/19
3706	2018	Ford	E-450	CEQ	Phoenix	1FDFE4FS0JDC41462	105,192	DRW Wide W/C	822	01/24/19
3707	2018	Ford	E-450	CEQ	Phoenix	1FDFE4FS2JDC41463	105,954	DRW Wide W/C	822	02/11/19
3708	2018	Ford	E-450	CEQ	Phoenix	1FDFE4FS4JDC41464	96,403	DRW Wide W/C	822	01/24/19
3709	2018	Ford	E-450	CEQ	Phoenix	1FDFE4FS6JDC41465	98,031	DRW Wide W/C	822	02/11/19
3710	2018	Ford	E-450	CEQ	Phoenix	1FDFE4FS8JDC41466	105,261	DRW Wide W/C	822	02/15/19
3711	2018	Ford	E-450	CEQ	Phoenix	1FDFE4FSXJDC41467	102,631	DRW Wide W/C	822	02/11/19
3712	2018	Ford	E-450	CEQ	Phoenix	1FDFE4FS1JDC41468	93,565	DRW Wide W/C	822	02/11/19
3713	2018	Ford	E-450	CEQ	Phoenix	1FDFE4FS3JDC41469	98,955	DRW Wide W/C	822	02/05/19
3714	2018	Ford	E-450	CEQ	Phoenix	1FDFE4FSXJDC41470	97,797	DRW Wide W/C	822	02/05/19
3715	2018	Ford	E-450	CEQ	Phoenix	1FDFE4FS1JDC41471	90,628	DRW Wide W/C	822	02/22/19
3716	2018	Ford	E-450	CEQ	Phoenix	1FDFE4FS3JDC41472	105,384	DRW Wide W/C	822	02/22/19
3717	2018	Ford	E-450	CEQ	Phoenix	1FDFE4FS5JDC41473	102,875	DRW Wide W/C	822	02/11/19
3718	2018	Ford	E-450	CEQ	Phoenix	1FDFE4FS7JDC41474	84,088	DRW Wide W/C	822	02/05/19
3719	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS6KDC00903	106,153	DRW Wide W/C	822	02/11/19
3720	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS8KDC00904	96,585	DRW Wide W/C	822	02/22/19
3721	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FSXKDC00905	94,081	DRW Wide W/C	822	02/15/19
3722	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS1KDC00906	100,427	DRW Wide W/C	822	02/15/19
3723	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS3KDC00907	98,768	DRW Wide W/C	822	02/22/19
3724	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS5KDC00908	101,539	DRW Wide W/C	822	02/22/19
3725	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS0KDC02176	99,689	DRW Wide W/C	822	02/22/19
3726	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS2KDC02177	97,481	DRW Wide W/C	822	02/19/19

3727	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS4KDC02178	99,994	DRW Wide W/C	822	02/22/19
3728	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS6KDC02179	92,497	DRW Wide W/C	822	02/22/19
3729	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS2KDC02180	98,254	DRW Wide W/C	822	03/11/19
3730	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS8KDC03222	90,832	DRW Wide W/C	822	03/11/19
3731	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS4KDC02181	93,130	DRW Wide W/C	822	03/11/19
3732	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS6KDC02182	90,922	DRW Wide W/C	822	03/11/19
3733	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS8KDC02183	96,560	DRW Wide W/C	822	03/11/19
3734	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FSXKDC02184	96,192	DRW Wide W/C	822	03/11/19
3735	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS1KDC02185	97,237	DRW Wide W/C	822	03/11/19
3736	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FSXKDC03223	95,191	DRW Wide W/C	822	03/11/19
3737	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS3KDC02186	93,705	DRW Wide W/C	822	03/11/19
3738	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS1KDC03224	97,463	DRW Wide W/C	822	03/15/19
3739	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS5KDC02187	96,009	DRW Wide W/C	822	03/15/19
3740	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS7KDC02188	90,377	DRW Wide W/C	822	03/21/19
3741	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS7KDC00909	83,005	DRW Wide W/C	822	03/19/19
3742	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS3KDC00910	89,452	DRW Wide W/C	822	03/21/19
3743	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS5KDC00911	100,098	DRW Wide W/C	822	03/15/19
3744	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS7KDC00912	96,339	DRW Wide W/C	822	03/15/19
3745	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS9KDC00913	87,028	DRW Wide W/C	822	03/19/19
3746	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS0KDC00914	97,968	DRW Wide W/C	822	03/13/19
3747	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS2KDC00915	95,206	DRW Wide W/C	822	03/13/19
3748	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS4KDC00916	96,108	DRW Wide W/C	822	03/13/19
3749	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS9KDC02198	92,572	DRW Wide W/C	822	04/11/19
3751	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS7KDC02191	96,155	DRW Wide W/C	822	03/19/19
3752	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS9KDC02192	93,464	DRW Wide W/C	822	04/15/19
3753	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS0KDC02193	83,564	DRW Wide W/C	822	04/15/19
3754	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS2KDC02194	95,532	DRW Wide W/C	822	03/19/19
3755	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS4KDC02195	95,318	DRW Wide W/C	822	03/19/19
3756	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS6KDC02196	98,347	DRW Wide W/C	822	03/19/19
3757	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS8KDC02197	56,798	DRW Wide W/C	822	04/15/19
3758	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FSXKDC02198	104,985	DRW Wide W/C	822	03/25/19
3759	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FSXKDC02199	98,551	DRW Wide W/C	822	03/25/19
3760	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS4KDC02200	97,154	DRW Wide W/C	822	03/26/19
3761	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS6KDC02201	98,435	DRW Wide W/C	822	03/26/19
3762	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS8KDC02202	101,950	DRW Wide W/C	822	03/26/19
3763	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FSXKDC02203	66,892	DRW Wide W/C	822	04/11/19
3764	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS1KDC02204	93,018	DRW Wide W/C	822	04/15/19
3765	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS3KDC02205	98,330	DRW Wide W/C	822	04/16/19
3766	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS5KDC02206	99,303	DRW Wide W/C	822	04/11/19

3767	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS7KDC02207	85,369	DRW Wide W/C	822	04/11/19
3768	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS3KDC03225	101,337	DRW Wide W/C	822	04/15/19
3769	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS5KDC03226	102,715	DRW Wide W/C	822	04/02/19
3770	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS7KDC03227	91,164	DRW Wide W/C	822	04/02/19
3771	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS9KDC03228	106,853	DRW Wide W/C	822	04/02/19
3772	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS0KDC03229	100,900	DRW Wide W/C	822	04/15/19
3773	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS7KDC03230	82,629	DRW Wide W/C	822	04/15/19
3774	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS9KDC03231	105,830	DRW Wide W/C	822	04/02/19
3800	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS0KDC04581	33,247	SRW Wide W/C	422	05/03/19
3801	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS2KDC04582	73,776	SRW Wide W/C	422	05/03/19
3802	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS4KDC04583	73,176	SRW Wide W/C	422	05/13/19
3803	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS6KDC04584	69,401	SRW Wide W/C	422	05/13/19
3804	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS8KDC04585	70,465	SRW Wide W/C	422	05/14/19
3805	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FSXKDC04586	74,722	SRW Wide W/C	422	05/03/19
3806	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS1KDC04587	72,508	SRW Wide W/C	422	05/03/19
3807	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS3KDC04588	72,637	SRW Wide W/C	422	05/03/19
3808	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS5KDC04589	70,253	SRW Wide W/C	422	05/13/19
3809	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS1KDC04590	80,683	SRW Wide W/C	422	05/03/19
3810	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS3KDC04591	86,273	SRW Wide W/C	422	05/03/19
3811	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS5KDC04592	20,237	SRW Wide W/C	422	05/23/19
3812	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS7KDC04593	83,073	SRW Wide W/C	422	05/13/19
3813	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS9KDC04594	79,794	SRW Wide W/C	422	05/03/19
3814	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS0KDC04595	70,153	SRW Wide W/C	422	05/03/19
3815	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS2KDC04596	72,047	SRW Wide W/C	422	06/06/19
3816	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS4KDC04597	72,921	SRW Wide W/C	422	05/14/19
3817	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS6KDC04598	74,125	SRW Wide W/C	422	05/14/19
3818	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS8KDC04599	23,928	SRW Wide W/C	422	06/03/19
3819	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS0KDC04600	67,395	SRW Wide W/C	422	05/03/19
3820	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS2KDC04601	25,432	SRW Wide W/C	422	05/13/19
3821	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS4KDC04602	22,674	SRW Wide W/C	422	06/06/19
3822	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS6KDC04603	24,176	SRW Wide W/C	422	05/03/19
3823	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS8KDC04604	31,952	SRW Wide W/C	422	05/23/19
3824	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FSXKDC04605	33,007	SRW Wide W/C	422	05/22/19
3825	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS0KDC60519	19,057	SRW Wide W/C	422	02/12/20
3826	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS7KDC60520	18,501	SRW Wide W/C	422	02/12/20
3827	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS0KDC65218	24,165	SRW Wide W/C	422	02/20/20
3828	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS2KDC65219	16,470	SRW Wide W/C	422	02/20/20
3829	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS9KDC65220	31,270	SRW Wide W/C	422	02/25/20
3830	2019	Ford	E-350	CEQ	Metrolite	1FDDE3FS0KDC65221	33,309	SRW Wide W/C	422	02/20/20

3831	2019	Ford	E-350	CEQ	Metrolite	1FDEE3FS2KDC65222	29,542	SRW Wide W/C	422	03/01/20
3832	2019	Ford	E-350	CEQ	Metrolite	1FDEE3FS4KDC65223	33,344	SRW Wide W/C	422	02/25/20
3833	2019	Ford	E-350	CEQ	Metrolite	1FDEE3FS6KDC65224	32,414	SRW Wide W/C	422	02/25/20
3834	2019	Ford	E-350	CEQ	Metrolite	1FDEE3FS8KDC65225	30,340	SRW Wide W/C	422	03/01/20
3835	2019	Ford	E-350	CEQ	Metrolite	1FDEE3FSXKDC65226	33,243	SRW Wide W/C	422	02/20/20
3836	2019	Ford	E-350	CEQ	Metrolite	1FDEE3FS1KDC65227	30,340	SRW Wide W/C	422	03/01/20
3837	2019	Ford	E-350	CEQ	Metrolite	1FDEE3FS3KDC65228	33,215	SRW Wide W/C	422	02/20/20
3838	2019	Ford	E-350	CEQ	Metrolite	1FDEE3FS5KDC65229	29,837	SRW Wide W/C	422	03/01/20
3839	2019	Ford	E-350	CEQ	Metrolite	1FDEE3FS1KDC65230	31,080	SRW Wide W/C	422	02/20/20
3840	2019	Ford	E-350	CEQ	Metrolite	1FDEE3FS3KDC65231	33,343	SRW Wide W/C	422	02/28/20
3841	2019	Ford	E-350	CEQ	Metrolite	1FDEE3FS5KDC65232	35,076	SRW Wide W/C	422	02/27/20
3842	2019	Ford	E-350	CEQ	Metrolite	1FDEE3FS7KDC65233	33,397	SRW Wide W/C	422	02/26/20
3843	2019	Ford	E-350	CEQ	Metrolite	1FDEE3FS9KDC65234	28,978	SRW Wide W/C	422	02/26/20
3844	2019	Ford	E-350	CEQ	Metrolite	1FDEE3FS0KDC65235	32,019	SRW Wide W/C	422	02/26/20
3845	2019	Ford	E-350	CEQ	Metrolite	1FDEE3FS2KDC65236	38,145	SRW Wide W/C	422	02/27/20
3846	2019	Ford	E-350	CEQ	Metrolite	1FDEE3FS4KDC65237	33,768	SRW Wide W/C	422	02/26/20
3847	2019	Ford	E-350	CEQ	Metrolite	1FDEE3FS6KDC65238	38,507	SRW Wide W/C	422	02/29/20
3848	2019	Ford	E-350	CEQ	Metrolite	1FDEE3FS8KDC65239	35,342	SRW Wide W/C	422	02/29/20
3849	2019	Ford	E-350	CEQ	Metrolite	1FDEE3FS4KDC65240	31,662	SRW Wide W/C	422	02/29/20
3850	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FKXMDC25814	1,283	SRW Wide W/C	422	03/21/21
3851	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK1MDC25815	403	SRW Wide W/C	422	04/21/21
3852	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK5MDC25168	350	SRW Wide W/C	422	05/01/21
3853	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK7MDC25169	358	SRW Wide W/C	422	04/21/21
3854	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK3MDC25170	359	SRW Wide W/C	422	05/01/21
3855	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK6MDC26023	366	SRW Wide W/C	422	05/01/21
3856	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK3MDC25816	357	SRW Wide W/C	422	05/01/21
3857	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK5MDC25817	363	SRW Wide W/C	422	04/01/21
3858	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK7MDC25818	3,132	SRW Wide W/C	422	03/21/21
3859	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK5MDC25171	375	SRW Wide W/C	422	06/01/21
3860	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK7MDC25172	10,525	SRW Wide W/C	422	03/07/21
3861	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK9MDC25173	10,429	SRW Wide W/C	422	03/07/21
3862	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK0MDC25174	9,473	SRW Wide W/C	422	03/21/21
3863	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK6MDC25194	9,862	SRW Wide W/C	422	03/21/21
3864	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK8MDC25195	8,989	SRW Wide W/C	422	03/21/21
3865	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FKXMDC25196	10,113	SRW Wide W/C	422	03/21/21
3866	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK2MDC25175	10,035	SRW Wide W/C	422	03/21/21
3867	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK4MDC25176	370	SRW Wide W/C	422	04/21/21
3868	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK6MDC25177	8,363	SRW Wide W/C	422	03/21/21
3869	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK8MDC25178	9,635	SRW Wide W/C	422	03/21/21

3870	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FKXMDC25179	352	SRW Wide W/C	422	05/01/21
3871	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK6MDC25180	360	SRW Wide W/C	422	04/01/21
3872	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK8MDC25181	1,242	SRW Wide W/C	422	03/21/21
3873	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FKXMDC25182	342	SRW Wide W/C	422	03/21/21
3874	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK1MDC25183	351	SRW Wide W/C	422	04/01/21
3875	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK8MDC26024	364	SRW Wide W/C	422	05/01/21
3876	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK3MDC25184	365	SRW Wide W/C	422	05/01/21
3877	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK5MDC25185	333	SRW Wide W/C	422	06/01/21
3878	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK9MDC25819	366	SRW Wide W/C	422	05/01/21
3879	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK7MDC25186	2,455	SRW Wide W/C	422	03/21/21
3880	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK9MDC25187	350	SRW Wide W/C	422	03/21/21
3881	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK0MDC25188	350	SRW Wide W/C	422	03/21/21
3882	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK2MDC25189	350	SRW Wide W/C	422	04/01/21
3883	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK9MDC25190	374	SRW Wide W/C	422	03/21/21
3884	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK0MDC25191	350	SRW Wide W/C	422	03/21/21
3885	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK2MDC25192	350	SRW Wide W/C	422	03/21/21
3886	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK5MDC25820	477	SRW Wide W/C	422	03/21/21
3887	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK4MDC25193	350	SRW Wide W/C	422	03/21/21
3888	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK1MDC25197	350	SRW Wide W/C	422	04/01/21
3889	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK7MDC25821	350	SRW Wide W/C	422	04/01/21
3890	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK3MDC25198	370	SRW Wide W/C	422	03/21/21
3891	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK5MDC25199	352	SRW Wide W/C	422	05/01/21
3892	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK8MDC25200	357	SRW Wide W/C	422	04/01/21
3893	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FKXMDC25201	353	SRW Wide W/C	422	04/01/21
3894	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK9MDC25822	362	SRW Wide W/C	422	03/21/21
3895	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK1MDC25202	5,259	SRW Wide W/C	422	03/07/21
3896	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK0MDC25823	361	SRW Wide W/C	422	05/01/21
3897	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK3MDC25203	351	SRW Wide W/C	422	05/01/21
3898	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK2MDC25824	4,956	SRW Wide W/C	422	03/07/21
3899	2021	Ford	E-350	CEQ	MetroLite	1FDEE3FK4MDC25825	362	SRW Wide W/C	422	04/01/21
3900	2019	Ford	E-450	CEQ	Phoenix	1FD4FE4FS8KDC63534	49,486	DRW Wide W/C	822	06/14/20
3901	2019	Ford	E-450	CEQ	Phoenix	1FD4FE4FS1KDC68607	40,832	DRW Wide W/C	822	09/30/20
3902	2019	Ford	E-450	CEQ	Phoenix	1FD4FE4FSXKDC63535	51,678	DRW Wide W/C	822	02/29/20
3903	2019	Ford	E-450	CEQ	Phoenix	1FD4FE4FS3KDC68608	36,478	DRW Wide W/C	822	09/30/20
3904	2019	Ford	E-450	CEQ	Phoenix	1FD4FE4FS5KDC68609	25,784	DRW Wide W/C	822	09/30/20
3905	2019	Ford	E-450	CEQ	Phoenix	1FD4FE4FS9KDC64496	50,213	DRW Wide W/C	822	06/14/20
3906	2019	Ford	E-450	CEQ	Phoenix	1FD4FE4FS0KDC64497	49,182	DRW Wide W/C	822	06/14/20
3907	2019	Ford	E-450	CEQ	Phoenix	1FD4FE4FS1KDC68610	49,901	DRW Wide W/C	822	07/01/20
3908	2019	Ford	E-450	CEQ	Phoenix	1FD4FE4FS2KDC64498	47,709	DRW Wide W/C	822	07/01/20
3909	2019	Ford	E-450	CEQ	Phoenix	1FD4FE4FS3KDC68611	50,243	DRW Wide W/C	822	07/01/20

3910	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS5KDC68612	26,567	DRW Wide W/C	822	09/30/20
3911	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS1KDC63536	42,933	DRW Wide W/C	822	07/01/20
3912	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS7KDC68613	23,387	DRW Wide W/C	822	09/30/20
3913	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS4KDC64499	41,841	DRW Wide W/C	822	07/01/20
3914	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS7KDC64500	31,518	DRW Wide W/C	822	09/30/20
3915	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS9KDC68614	31,284	DRW Wide W/C	822	09/30/20
3916	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS3KDC63537	39,924	DRW Wide W/C	822	07/01/20
3917	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS2KDC65246	27,830	DRW Wide W/C	822	09/30/20
3918	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS5KDC63538	44,024	DRW Wide W/C	822	07/01/20
3919	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS0KDC68615	26,716	DRW Wide W/C	822	09/30/20
3920	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS2KDC68616	28,716	DRW Wide W/C	822	07/01/20
3921	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS7KDC63539	43,268	DRW Wide W/C	822	02/29/20
3922	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS4KDC68617	27,468	DRW Wide W/C	822	09/30/20
3923	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS6KDC68618	17,848	DRW Wide W/C	822	09/30/20
3924	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS8KDC68619	17,251	DRW Wide W/C	822	09/30/20
3925	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS9KDC64501	21,732	DRW Wide W/C	822	07/01/20
3926	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS4KDC68620	19,420	DRW Wide W/C	822	09/30/20
3927	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS6KDC68621	27,528	DRW Wide W/C	822	09/30/20
3928	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS3KDC63540	44,020	DRW Wide W/C	822	02/29/20
3929	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS8KDC68622	25,533	DRW Wide W/C	822	09/30/20
3930	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS5KDC63541	43,005	DRW Wide W/C	822	06/14/20
3931	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS7KDC63542	41,273	DRW Wide W/C	822	06/14/20
3932	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS9KDC63543	42,794	DRW Wide W/C	822	06/14/20
3933	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS0KDC64502	31,312	DRW Wide W/C	822	09/30/20
3934	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS2KDC64503	31,201	DRW Wide W/C	822	09/30/20
3935	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS0KDC63544	50,452	DRW Wide W/C	822	03/31/20
3936	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS2KDC63545	48,865	DRW Wide W/C	822	02/25/20
3937	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS4KDC64504	30,202	DRW Wide W/C	822	09/30/20
3938	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS4KDC63546	34,391	DRW Wide W/C	822	06/14/20
3939	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FSXKDC68623	32,227	DRW Wide W/C	822	09/30/20
3940	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS6KDC63547	51,311	DRW Wide W/C	822	02/29/20
3941	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS6KDC64505	35,610	DRW Wide W/C	822	07/01/20
3942	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS8KDC64506	45,380	DRW Wide W/C	822	07/01/20
3943	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FSXKDC64507	52,698	DRW Wide W/C	822	07/01/20
3944	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS1KDC68624	39,939	DRW Wide W/C	822	09/30/20
3945	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS8KDC63548	50,911	DRW Wide W/C	822	06/14/20
3946	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FSXKDC63549	50,138	DRW Wide W/C	822	06/14/20
3947	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS6KDC63550	56,273	DRW Wide W/C	822	06/14/20
3948	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS8KDC63551	55,334	DRW Wide W/C	822	06/14/20

3949	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FSXKDC63552	54,345	DRW Wide W/C	822	06/14/20
3950	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS1KDC63553	34,041	DRW Wide W/C	822	06/14/20
3951	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS3KDC63554	48,465	DRW Wide W/C	822	03/31/20
3952	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS5KDC63555	54,830	DRW Wide W/C	822	02/25/20
3953	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS7KDC63556	46,635	DRW Wide W/C	822	03/31/20
3954	2019	Ford	E-450	CEQ	Phoenix	1FDFE4FS9KDC63557	45,880	DRW Wide W/C	822	03/31/20
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1132016	2016	Ford	Taurus	Ford	Taurus	1FAHP2MK9GG110249	156,598	Sedan	3	03/10/16
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1872016	2016	Ford	Taurus	Ford	Taurus	1FAHP2MK1GG105532	133,748	Sedan	3	02/15/16
1892016	2016	Ford	Taurus	Ford	Taurus	1FAHP2MK7GG105535	150,000	Sedan	3	02/15/16
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2072016	2016	Ford	Taurus	Ford	Taurus	1FAHP2MK8GG109092	146,263	Sedan	3	02/15/16

Appendix 10. – Public Transportation Agency Safety Plan

Public Transportation Agency Safety Plan

August 2020

MDOT MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION

Maryland Transit Administration
6 St. Paul Street
Baltimore, MD 21202-1614

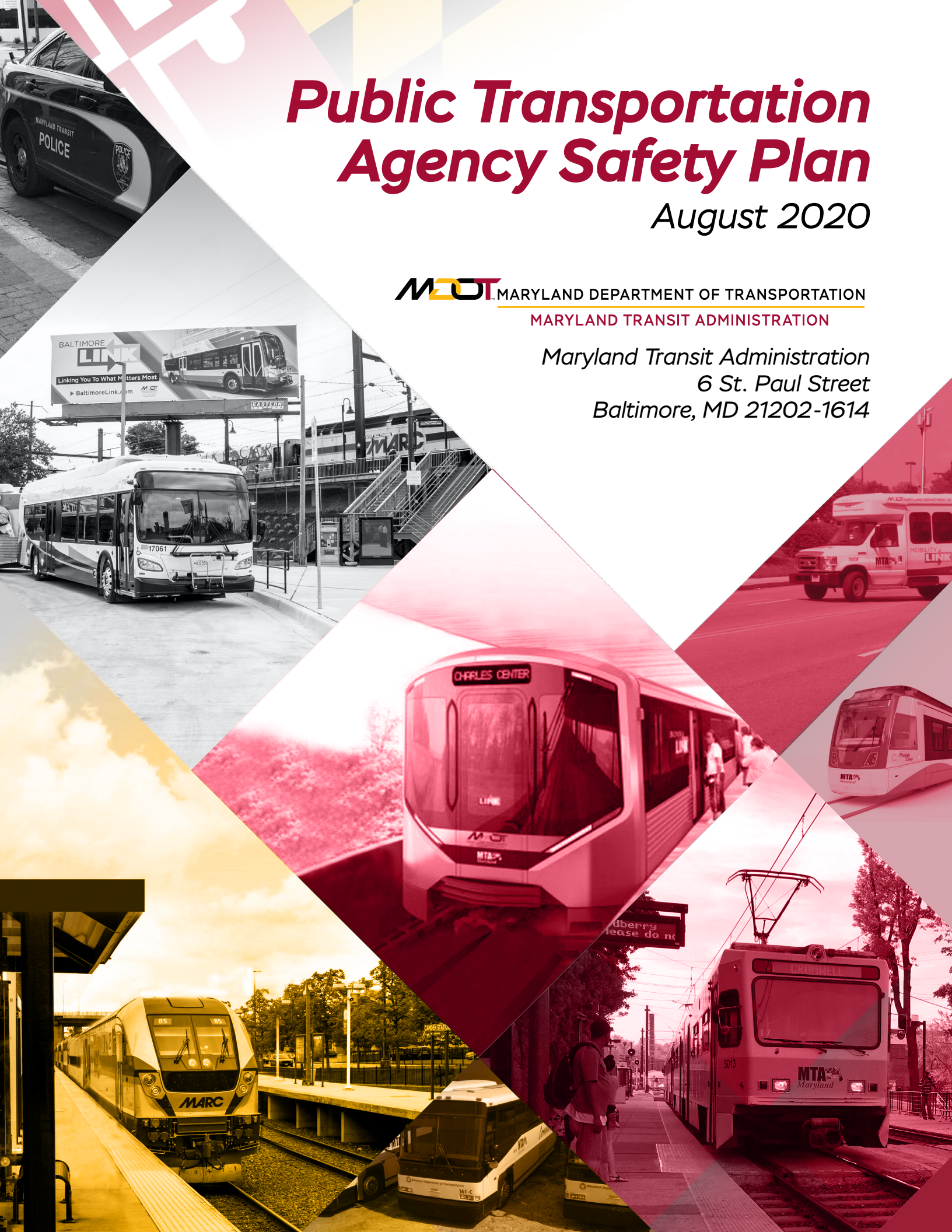


Table of Contents

SECTION 1: General Information	7
1.1 Plan Development, Approval and Certification	7
1.2 List Of Acronyms	10
1.3 List of Definitions	12
1.4 PTASP Revision and Updates	16
1.5 Safety Performance Targets	16
1.6 State and MPO Safety Target Transmittal and Coordination	17
1.6.1 Making Safety Performance Targets Available to the State.....	17
1.6.2 Making Safety Performance Targets Available to the MPO	17
1.6.3 MPO Coordination of Performance Targets.....	17
1.7 PTASP Purpose and Scope	18
1.7.1 Purpose.....	18
1.7.2 Scope.....	18
1.8 Goal and Objectives for SMS	20
1.8.1 SMS Products.....	20
1.8.2 SMS Implementation.....	21
1.9 MDOT MTA System Description and Accountability	21
1.9.1 Operations Control Centers	21
1.9.2 MDOT MTA Bus System Description	22
1.9.3 MDOT MTA Metro Subway System Description	24
1.9.4 MDOT MTA Light Rail System Description	25
1.9.5 MDOT MTA MARC System Description.....	27
1.9.6 MDOT MTA Commuter Bus Services System Description	28
1.9.7 MDOT MTA Mobility Services System Description	30
SECTION 2: Safety Management Policy	32
2.1 Safety Management Policy Statement	32
2.1.1 MDOT MTA Commitment to Safety	32
2.1.2 SMS Safety Culture	33
2.2 Safety Accountabilities and Responsibilities	36
2.2.1 MDOT MTA Organization.....	36
2.2.2 General Safety Authorities	39
2.2.3 Safety Responsibilities and Accountabilities – Key Staff	43
2.2.4 Safety Accountabilities and Responsibilities Matrix	48
2.2.5 Agency Safety Committees.....	50
2.3 Integration with Public Safety and Emergency Management	54
2.3.1 Inter-Departmental Coordination.....	54

Table of Contents

2.3.2	<i>Inter-Agency Agreements and Coordination</i>	55
2.3.3	<i>Coordination with Outside Organizations</i>	55
2.3.4	<i>Emergency Planning and Response</i>	55
2.3.5	<i>Preparedness</i>	56
2.3.6	<i>Response</i>	57
2.3.7	<i>Recovery</i>	57
2.3.8	<i>Notification</i>	58
2.3.9	<i>Emergency Management Team Meetings</i>	58
2.4	SMS Documentation and Records	59
2.4.1	<i>MDOT MTA PTASP Review and Updates</i>	59
2.4.2	<i>Safety and Security Plan Documentation and Retention</i>	60
2.4.3	<i>List of Agency Safety Plans, Directives, and SOPs</i>	62
2.4.4	<i>SMS Documentation Retention</i>	62
SECTION 3:	Safety Risk Management (SRM)	63
3.1	Hazard Identification	63
3.1.1.	<i>Hazard Reporting</i>	65
3.1.2	<i>Hazard Tracking</i>	65
3.1.3	<i>Hazard Identification Training</i>	65
3.2	Safety Risk Assessment	66
3.2.1	<i>Risk Assessment Triggers</i>	66
3.2.2	<i>Hazard Severity</i>	67
3.2.3	<i>Hazard Probability</i>	69
3.2.4	<i>Assessing Risk</i>	69
3.2.5	<i>Determining Risk Value, Risk Level, and Risk Priority</i>	70
3.2.6	<i>Ranking Risk and Assigning Risk Acceptance/Approval Level</i>	70
3.2.7	<i>The MDOT MTA Risk Assessment Process (RAP)</i>	72
3.3	Safety Risk Mitigation	76
3.3.1	<i>Hierarchy of Controls</i>	77
3.3.2	<i>Determining Whether Hazards Are Resolved through Mitigations and Controls</i>	79
3.4	SRM Coordination with SSOA	80
3.4.1	<i>Prioritization of Risks</i>	80
3.4.2	<i>Minimum Criteria for Identifying, Tracking, Notifying SSOA, Investigating, and Reporting Priority 1 and 2 Risks</i>	80
SECTION 4:	Safety Assurance	82
4.1	Monitoring and Measuring Safety Performance	82
4.1.1	<i>MDOT MTA Safety Data Reporting and Tracking</i>	83
4.1.2	<i>Other Key Safety Performance Indicators (SPIs)</i>	84

Table of Contents

4.1.3	Safety Data Acquisition and Analysis Process.....	84
4.1.4	MDOT MTA CAP Monitoring Process.....	87
4.1.5	Accident/Incident Notification, Investigation, and Reporting.....	91
4.1.6	Facilities and Equipment Inspection.....	101
4.1.7	Rules and Procedures.....	105
4.2	Change Management.....	108
4.2.1	Configuration Management.....	110
4.2.2	System Modification.....	111
4.2.3	Safety and Security Certification.....	114
4.2.4	Procurement of Services, Equipment and Materials.....	119
4.3	Continuous Improvement Program.....	124
4.3.1	Internal Safety Management Review.....	124
4.3.2	Safety Culture Assessment.....	126
SECTION 5	Safety Promotion.....	128
5.1	Safety Communications.....	128
5.1.1	SMS Development Milestones.....	128
5.1.2	Agency Safety Committees Communications.....	129
5.1.3	Awards and Recognition.....	130
5.1.4	Employee Safety Reporting Program.....	131
5.1.5	Workplace Safety Communications.....	132
5.1.6	Fitness for Duty.....	132
5.1.7	Drug and Alcohol.....	133
5.1.8	Fatigue Management.....	134
5.1.9	Medical Certification and Monitoring.....	134
5.1.10	Employee Assistance Program (EAP) and Critical Incident Response.....	135
5.1.11	Hazard Communication.....	135
5.1.12	Contractor Requirements for Safety.....	137
5.1.13	Public Safety – Protection of the Public and Property.....	138
5.2	Safety Competencies and Training.....	139
5.2.1	Training and Certification.....	139
5.2.2	Workplace Safety Training.....	144
5.2.3	Roadway Worker Protection Training.....	145
5.2.4	Hazardous Chemicals, Health and Safety Training.....	145
5.2.5	Emergency Management & Response Personnel Training.....	146
5.2.6	Environmental Compliance Training.....	148

Table of Contents

Table of Figures

<i>Figure 1 - MDOT MTA Safety Performance Targets, 2020</i>	18
<i>Figure 2 - The BaltimoreLink fixed-route bus network map</i>	24
<i>Figure 3 - Map of the MDOT MTA Metro Subway system</i>	25
<i>Figure 4 - Map of the MDOT MTA Light Rail system</i>	27
<i>Figure 5 - MARC Commuter Rail System and MDOT MTA Commuter Bus Routes</i>	30
<i>Figure 6 - MDOT MTA SMS maturity results, 2017 gap analysis</i>	36
<i>Figure 7 - Nexus of SMS and TAM - General Process Alignment</i>	37
<i>Figure 8 - MDOT MTA Organizational Chart</i>	38
<i>Figure 9 - MDOT MTA Office of Safety Organizational Chart</i>	43
<i>Figure 10 - Safety Accountabilities and Responsibilities Matrix</i>	50
<i>Figure 11 - MDOT MTA Safety Committee Risk Elevation Process</i>	51
<i>Figure 12 - PTASP Update Tasks and Schedule</i>	60
<i>Figure 13 - Safety Risk Management Process</i>	64
<i>Figure 14 - MDOT MTA Agency Hazard Identification Sources</i>	65
<i>Figure 15 - Seven SRA Triggers</i>	67
<i>Figure 16 - Five Safety Categories and Five Levels of Severity</i>	68
<i>Figure 17 - Hazard Probability Levels</i>	70
<i>Figure 18 - Example of the Medium Risk Level encompassing nine (9) Risk Values</i>	71
<i>Figure 19 - Ranking Risk and Risk Acceptance/Approval Level Index</i>	72
<i>Figure 20 - Risk Assessment Flowchart</i>	74
<i>Figure 21 - MDOT MTA (RAP) side A - Example</i>	75
<i>Figure 22 - MDOT MTA (RAP) side B - Example</i>	76
<i>Figure 23 - Identified Risk Attributes</i>	76
<i>Figure 24 - Hierarchy of Controls Methodology Pyramid</i>	78
<i>Figure 25 - FTA-Required Safety Performance Measures</i>	83
<i>Figure 26 - The MDOT MTA Accident Reporting System (ARS)</i>	87
<i>Figure 27 - MDOT MTA Safety Risk Management and Safety Assurance Relationship</i>	110
<i>Figure 28 - Lanyard Card for Employee Safety Reporting</i>	132
<i>Figure 29 - HazCom pictograms, SDS information, and labeling examples</i>	137
<i>Figure 30 - Safety-related training and certification courses</i>	140


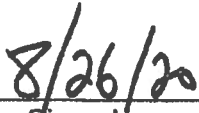
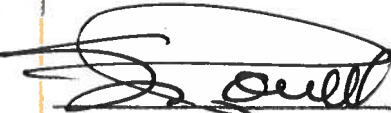
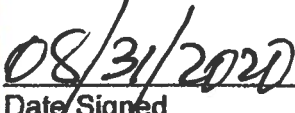

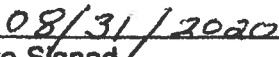
SECTION 1: General Information



1. General Information



1.1 Plan Development, Approval and Certification

Name of Entity that Drafted Plan	MDOT MTA Office of Safety Management and Risk Control	
Signature of the Accountable Executive	 Kevin B. Quinn Jr., MDOT MTA Administrator	 Date Signed
Approval by the Maryland Equivalent Authority	 Sean Powell, Deputy Secretary, Operations & Homeland Security Maryland Department of Transportation	 Date Signed
Approval by State Safety Oversight Agency	 Christopher Holland, Director MDOT Office of Homeland Security, Emergency Management and Rail Safety	 Date Signed



MARYLAND TRANSIT
ADMINISTRATION

LETTER OF CERTIFICATION

The primary mission of the Maryland Department of Transportation Maryland Transit Administration (MDOT MTA) is to provide safe, efficient, and reliable transit across Maryland with world-class customer service. Safety shall be the primary consideration in every stage of all MDOT MTA activities to ensure the highest level of safety for both passengers and employees. All MDOT MTA employees, and contract employees whose contracts so specify, are responsible for fulfilling their respective duties in accordance with the requirements of this Public Transportation Agency Safety Plan (PTASP).

This PTASP has been established and is being implemented by MDOT MTA in accordance with the requirements of 49 CFR Part 673, the Federal Transit Administration (FTA) final rule on Public Transportation Agency Safety Plans. This PTASP is the successor to the 2019 MDOT MTA System Safety Program Plan and is the master document for all agency safety programs, which are now organized under and based on the principles and methods of a Safety Management System (SMS).

As MDOT MTA's Accountable Executive, I have the ultimate responsibility for carrying out this PTASP, directing human and capital resources needed to develop and maintain the agency's safety programs in accordance with 49 U.S.C. 5329(d), and ensuring action is taken, as necessary, to address substandard performance in the agency's SMS. **I hereby certify that MDOT MTA has established and is implementing this Public Transportation Agency Safety Plan (PTASP) to meets the requirements of 49 CFR Part 673.13 and the Maryland Department of Transportation Rail Safety Oversight Program Standard.**

Thank you for your continued commitment to a culture and discipline of safety excellence.

Kevin B. Quinn Jr.

DATE

MDOT MTA Administrator and Accountable Executive



Reviewed by:

Timothy Van
MDOT MTA Chief Safety Officer

8/25/2020
Date

Reviewed by:

Col. [Signature]
MDOT MTA Chief of Police

8/25/2020
Date

Reviewed by:

[Signature]
MDOT MTA Deputy Administrator and Chief
Planning, Programming, and Engineering Officer

8/26/2020
Date

Reviewed by:

[Signature]
MDOT MTA Chief Operations Officer

8/25/2020
Date

Reviewed by:

[Signature]
MDOT MTA Chief Administrative Officer

8/25/2020
Date

Reviewed by:

[Signature] on behalf of William Law
MDOT MTA Deputy COO – Bus Operations

8/26/2020
Date

Reviewed by:

[Signature]
MDOT MTA Deputy COO – Operations Support

8/26/2020
Date

Reviewed by:

[Signature]
MDOT MTA Deputy COO – Rail Operations

8/26/2020
Date

Reviewed by:

[Signature] on behalf of Andrew Farmer
MDOT MTA Deputy COO – Contracted Services

8/26/2020
Date

Reviewed by:

[Signature]
MDOT MTA Deputy Chief/Chief Engineer

8/25/2020
Date



1.2 List of Acronyms

ADA	Americans with Disabilities Act	EAP	Employee Assistance Program
ADU	Aspect Display Unit	EMS	Emergency Medical Services
AIB	Accident Investigation Board	ENS	Emergency Notification System
ANSI	American National Standards Institute	EOC	Emergency Operations Center
APTA	American Public Transportation Association	EOP	Emergency Operations Plan
ARS	Accident Reporting System	EPA	Environmental Protection Agency
AST	Aboveground Storage Tanks	ESRP	Employee Safety Reporting Program
ASTM	American Society for Testing and Materials	FBI	Federal Bureau of Investigations
ATC	Automatic Train Control	FEMA	Federal Emergency Management Agency
ATO	Automatic Train Operation	FFD	Fitness for Duty
ATP	Automatic Train Protection	FMCSA	Federal Motor Carrier Safety Administration
BWI	Baltimore Washington International-Thurgood Marshall Airport	FMECA	Failure Modes, Effects, and Criticality Analysis
CAP	Corrective Action Plan	FMVSS	Federal Motor Vehicle Safety Standards
CBD	Central Business District	FRA	Federal Railroad Administration
CCTV	Closed-Circuit Television	FRM	Fatigue Risk Management
CDL	Commercial Driver's License	FTA	Federal Transit Administration
CDRL	Contract Data Requirements List	GETS	Government Emergency Telecommunications Service
CEIWC	Chesapeake Employers' Insurance Workers' Compensation	GIS	Geographical Information System
CFR	Code of Federal Regulations	HMIS	Hazardous Materials Identification System
CIL	Certifiable Items List	HOS	Hours of Service
CIRT	Critical Incident Response Team	HSEEP	Homeland Security Exercise and Evaluation Program
CITF	Continuous Improvement Task Force	HTL	Hazard Tracking Log
CLRL	Central Light Rail Line	HVAC	Heating, Ventilation, and Air Conditioning
CMC	Crisis Management Center	ICC	Intercounty Connector
CMV	Commercial Motor Vehicle	ICS	Incident Command System
COMAR	Code of Maryland Regulations	IIPP	Injury and Illness Prevention Plan
COOP	Continuity of Operations Plan	ISRP	Internal Safety Review Process
CPR	Cardiopulmonary Resuscitation	KPI	Key Performance Indicator
CPTED	Crime Prevention Through Environmental Design	LMS	Learning Management System
CSHPG	Contractor Safety and Health Plan Guidelines	LOA	Letter of Agreement
DHS	Department of Homeland Security	LRV	Light Rail Vehicle
DOT	Department of Transportation	MOSH	Maryland Occupational Safety and Health
		MARC	Maryland Area Regional Commuter



MDE	Maryland Department of the Environment	SERMA	State Employee Risk Management Administration
MDOT	Maryland Department of Transportation	SDS	Safety Data Sheets
MEMA	Maryland Emergency Management Agency	SGR	State of Good Repair
MEOP	Master Emergency Operations Plan	SHA	Subsystem Hazard Analysis
MOW	Maintenance-of-Way	SMP	Safety Management Plan
MTA	Maryland Transit Administration	SMS	Safety Management System
MPO	Metropolitan Planning Organization	SPI	Safety Performance Indicator
NEO	New Employee Orientation	SOP	Standard Operating Procedure
NFPA	National Fire Protection Association	SRCP	Safety Rules Compliance Program
NIMS	National Incident Management System	SSCC	Safety and Security Certification Committee
NIOSH	National Institute for Occupational Safety and Health	SSCP	Safety and Security Certification Program
NTD	National Transit Database	SSCPP	Safety and Security Certification Program Plan
NTSB	National Transportation Safety Board	SSCVR	Safety and Security Certification Verification Report
OCC	Operations Control Center	SSEPP	System Security and Emergency Preparedness Plan
OCIP	Owner Controlled Insurance Program	SSI	Sensitive Security Information
OCS	Overhead Catenary System	SSMP	Safety and Security Management Plan
OHA	Operating Hazard Analysis	SSOA	State Safety Oversight Agency
OSHA	Occupational Safety and Health Administration	SSORC	Safety and Security Operations Review Committee
OTP	On-Time Performance	SSPP	System Safety Program Plan
PA	Public Address	SSVTL	Safety and Security Verification Tracking Log
PHA	Preliminary Hazard Analysis	SWPPP	Stormwater Pollution Prevention Plan
PM	Periodic Maintenance	TAM	Transit Asset Management
PPE	Personal Protective Equipment	TBU	Transportation Business Unit
PTASP	Public Transportation Agency Safety Plan	TPA	Third-Party Administrator
RACI	Responsible, Accountable, Consulted, and Informed	TRC	Training Review Committee
RAP	Risk Assessment Process	TSA	Transportation Security Administration
RMWG	Risk Management Working Group	TSI	Transportation Safety Institute
RRC	Risk Review Committee	TVA	Threat and Vulnerability Assessment
RWP	Roadway Worker Protection	USC	United States Code
RSOPS	Rail Safety Oversight Program Standard	UST	Underground Storage Tank
SAP	Substance Abuse Professional	WMATA	Washington Metropolitan Area Transit Authority



1.3 List of Definitions

Accident – An Event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicles at any location, at any time, whatever the cause.

Accountable Executive – A single, identifiable person who has ultimate responsibility for carrying out the PTASP of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Asset Condition Score – A numeric score derived using the FTA Transit Economic Requirements Model (TERM) scale that describes the condition of an asset (5.0 – Excellent; 4.0 – Good; 3.0 – Adequate; 2.0 – Marginal; and 1.0 – Poor).

Chief Safety Officer – An adequately trained individual who is responsible for safety and reports directly to a transit agency's chief executive officer, general manager, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities.

Collision – There are three types of Safety Events that FTA defines as a reportable Collision:

- (1) A crash involving a transit vehicle with another vehicle and the vehicle (either transit or non-transit) must be towed away from the scene;
- (2) A transit vehicle that strikes or has contact with a person not in a vehicle; or
- (3) A crash of a transit non-revenue in which the amount of property value damage exceeds the reportable threshold.

Consequence – Potential effect or result of a hazard or condition that could cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; and/or damage to the environment, i.e., the outcome, "What could happen?"

Corrective Action Plan (CAP) – A plan that describes actions taken to minimize, control, correct, or eliminate risks and hazards, and the schedule for taking those actions.

Designated Personnel – Employees and contractors identified by a public transportation agency whose job function is directly responsible for safety oversight of the agency's public transportation system.

Events – Any Accident, Incident, or Occurrence.

Fatality – A person who is killed in a safety event and the death is confirmed within 30 days, including intentional death (suicide).

Hazard – Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system or damage to the environment.

Hazmat – Abbreviation for hazardous materials. Substances in quantities or forms that may pose a reasonable risk to health, property, or the environment.

Hierarchy of Controls – Methodology of applying safety strategies to eliminate hazards by prevention through design or to implement reasonably practical and effective mitigations to minimize exposure to hazardous conditions or consequences (Elimination, Substitution, Engineering Control, Administrative Control, and Personal Protective Equipment).



Incident – An Event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Initial Risk – The initial/inherent impact or effect that the consequence of a hazard or condition may have on a system.

Injury – Damage or harm to a person requiring immediate medical attention and/or transported away from the scene because of a safety event.

Investigation – The process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Lessons Learned – Experiences distilled from a project or other activity that should be actively considered in future similar projects or activities.

National Public Transportation Safety Plan – The plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence – An Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Performance Measure – An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target – A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Probability – Likelihood of how often a consequence would occur, i.e., How likely it is to occur? [Frequent, Probable, Occasional, Remote, Improbable]

Rail Fixed Guideway Public Transportation System – Any fixed guideway system that uses rail, is operated for public transportation, is within the jurisdiction of a State, and is not subject to the jurisdiction of the Federal Railroad Administration, or any such system in engineering or construction. Rail fixed guideway public transportation systems include but are not limited to rapid rail, heavy rail, light rail, monorail, trolley, inclined plane, funicular, and automated guideway.

Reportable Property Damage – Damage to any involved transit agency vehicles, facilities, equipment, or infrastructure resulting from a Safety or Security Event where the estimated property damage equals or exceeds \$25,000.

Residual Risk – The risk that remains in a system or environment after all efforts have been made to identify consequences and reduce the risk to as low as reasonably practical.

Resiliency – The ability to return to original form, recover.

Risk – The composite of predicted severity and probability of the potential effect (consequence) of a hazard.

Risk Acceptance/Approval – The process of accepting residual risk at designated levels of tolerance set by the agency to include the personnel who are trained and qualified with authority and accountability to approve and accept those levels of risk.

Risk Level – A term that describes the magnitude of risk by designating a color and title to specific risk values to be used as criterion for risk-based decision making (e.g., risk acceptance or risk mitigation).

Risk Mitigation – A method or methods to eliminate or reduce the effects of hazards.



Risk Priority – A number assigned to a Risk Level that determines the specific action taken.

Risk Value – A designated number associated with specific Severity and Probability Levels used for grouping assessed hazard consequences into Risk Levels.

Root Cause Analysis – A process of defining, understanding, and solving problems by determining the underlying or fundamental cause of an accident or incident.

Safety – Freedom from unintentional harm to people, equipment, reputation.

Safety Assurance – Processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety-Critical – Designed or needing to be fail-safe for safety purposes.

Safety Event – An event occurring on transit right-of-way, in a transit revenue facility, in a transit maintenance facility, or involving a transit revenue vehicle that can cause either: injury or death of an employee or customer; or damage to facilities, equipment, rolling stock or infrastructure that disrupts the operations of a transit agency. Types of events include collision of public transportation vehicles, derailment of a rail transit vehicle, fire, hazardous materials spill, acts of nature, and evacuation for life/safety reasons.

Safety Management Policy – A transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management System (SMS) – The formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring effectiveness of safety risk mitigations. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive – A Chief Safety Officer or an equivalent.

Safety Promotion – A combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk – The assessed probability and severity of the potential consequences(s) of a hazard, using as reference the worst foreseeable, but most credible, outcome.

Safety Risk Assessment – The formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management – A process within a transit agency's Public Transportation Agency Safety Plan (PTASP) for identifying hazards and analyzing, assessing, and mitigating safety risk.

Security – Freedom from intentional harm to people, equipment, or reputation

Security Events – A transit system event that results from intentional harm to the system, such as a bomb threat, nuclear/chemical/biological release, arson, sabotage, burglary, vandalism, or projectiles thrown at vehicles; or personal security events such as operator or customer assault, attempted suicide and suicide, homicide, motor vehicle theft, robbery, rape, or theft.

Serious Injury – An injury that requires hospitalization for more than 48 hours/within 7 days, fracture of any bone (except simple fractures of fingers, toes, or nose), severe hemorrhages, nerve, muscle, or tendon damage, involves any internal organs, or involves 2nd or 3rd degree burns, or any burn affecting more than 5% of the body surface.



Severity – The worst foreseeable, but most credible consequence resulting from a hazard or condition.

Severity Level – Designated level assigned to the most credible consequence of the outcome, i.e., How bad could it be? [Catastrophic, Critical, Major, Minor, Negligible]

State of Good Repair – The condition in which a capital asset is able to operate at a full level of performance, meeting each of the following three criteria: (1) The capital asset is able to perform its designed function; (2) The use of the asset in its current condition does not pose an identified unacceptable safety risk; and (3) The life-cycle investment needs of the asset have been met or recovered, including all scheduled maintenance, rehabilitation, and replacements.

State Safety Oversight Agency (SSOA) – An agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in this part - 49 CFR Part 674 State Safety Oversight (SSO).

System Safety – The application of management and engineering principles and techniques to optimize all aspects of safety, within the constraints of operational effectiveness, time, and cost, throughout all phases of a system life cycle.

Transit Asset Management Plan – The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Vulnerability – Any weakness, flaw or condition that allows and/or can be exploited, for the successful realization of a potential threat against a system.



1.4 PTASP Revision and Updates

The PTASP is a living document that is reviewed during the year and officially released in March of each year. The PTASP must be updated at least annually, but more frequent review and update may be required if there are:

- Significant changes to service delivery, such as restructuring bus routes or opening a rail system extension
- Significant changes in MDOT MTA’s organizational structure
- Significant changes in funding and other resources to support SMS

The PTASP must be reviewed and approved by Maryland’s SSO Agency, MDOT Office of Homeland Security, Emergency Management and Rail Safety, before it is finalized and released. Section 2.4.1 of this plan sets out the PTASP update and review timeline.

To submit questions, comments or revision requests regarding the policies and procedures published in this PTASP, please email MTASafety@mdot.maryland.gov.

Version Number and Updates			
Version Number	Date	Section/Pages Affected	Description of Change
1.0	August 2020		

1.5 Safety Performance Targets

Pursuant to 49 CFR Part 673.11(a)(3), MDOT MTA is required to include safety performance targets in its PTASP that are based on the safety performance measures established under the National Public Transportation Safety Plan (49 CFR Part 670, Subpart D). The four required safety performance measures are:

- Fatalities (total number of reportable fatalities and rate per total vehicle revenue miles by mode)
- Injuries (total number of reportable injuries and rate per total vehicle revenue miles by mode)
- Safety Events (total number of reportable events and rate per total vehicle revenue miles by mode)
- System Reliability (mean distance between major mechanical failures by mode)

The thresholds for reportable fatalities, injuries, and safety events are defined in the National Transit Database (NTD) Safety and Security Reporting Manual. The definition of reportable major mechanical failures is defined in the NTD Glossary as “a failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns.”

The table below shows MDOT MTA’s 2020 safety performance targets. Other safety-related key performance indicators (KPIs) are outlined in Section 4, Safety Assurance.



Mode of Transit Service	Fatalities	Fatalities (per 1M VRM)	Injuries	Injuries (per 1M VRM)	Safety Events	Safety Events (per 1M VRM)	System Reliability (VRM/Failures)
Local Bus	3	0.1	184	8.7	143	6.8	5,727
Light Rail	1	0.3	15	5.1	15	5.1	1,383
Metro Subway	1	0.2	37	8.1	38	8.3	2,820
Mobility	0	0.0	107	4.8	90	4.1	14,000
Commuter Bus	0	0.0	0	0.0	0	0.0	14,975

Figure 1 - MDOT MTA Safety Performance Targets, 2020

1.6 State and MPO Safety Target Transmittal and Coordination

49 CFR Part 673.15 requires that a transit agency make its safety performance targets available to the State and Metropolitan Planning Organization (MPO) to aid in the planning process. Additionally, to the maximum extent practicable, States and transit agencies must coordinate with MPOs in the selection of safety performance targets.

1.6.1 Making Safety Performance Targets Available to the State

The MDOT Office of Homeland Security, Emergency Management and Rail Safety, MDOT MTA's SSO SSOA, will receive an updated PTASP by March 1 of each year. The updated PTASP will include MDOT MTA's safety performance targets. Additionally, MDOT MTA meets on a quarterly basis with the MDOT SSOA team and will update the SSOA in those meetings of the agency's progress in meeting safety performance targets.

1.6.2 Making Safety Performance Targets Available to the MPO

MDOT MTA's transit and commuter bus service area is within two MPOs, the Baltimore Regional Transportation Board (BRTB) and the National Capital Region Transportation Planning Board (TPB). These two MPOs provide regional planning and inter-governmental coordination for the central Maryland regions. MDOT MTA will make its safety performance targets available to the BRTB and TPB not less than annually. MDOT MTA will inform the MPOs of proposed changes the agency is making to its safety performance targets after the annual review and update process is completed (see section 2.4.1 for the annual PTASP review and update schedule).

1.6.3 MPO Coordination of Performance Targets

The FTA/Federal Highway Administration (FHWA) joint planning regulation requires MPOs and States to incorporate transit safety performance targets into the statewide and metropolitan planning process. MPOs must "integrate, directly or by reference, the goals, objectives, performance measures, and targets described in other State transportation plans and transportation processes," including plans developed by public transportation providers as a part of a performance-based program (23 CFR § 450.306(d)(4)). MDOT, including MDOT MTA, has signed Letters of Agreement (LOA) with both BRTB and TPB documenting the responsibilities for Federal Transportation Performance-Based Planning and Programming, including transit safety. Prior to the original PTASP compliance deadline of July 20, 2020, MDOT MTA shared information with the MPOs. By July 20, 2021, specific written provisions for the transit safety performance measures must be jointly agreed upon and adopted by MPOs, States, and



providers of public transportation. MDOT MTA will, to the maximum extent practicable, coordinate with the two MPOs after PTASP approval and certification and before the July 20, 2021 MPO coordination deadline, to discuss and assist in determining appropriate public transportation safety performance targets for each MPO.

1.7 PTASP Purpose and Scope

1.7.1 Purpose

The MDOT MTA's SMS provides an agency-wide coordinated effort and common framework to assess safety risks and take effective action to reduce those risks to a level that is as low as reasonably practicable. The SMS addresses all aspects of the MDOT MTA's transit services, including Bus, Light Rail, Metro Subway, Commuter Rail, Commuter Bus, and Mobility (Paratransit) operations and applies operating, technical, and risk management techniques and principles to conserve life and property, prevent and reduce safety events, and maintain a safe and healthful work environment. The SMS facilitates cross-functional Safety Risk Management (SRM) among all MDOT MTA divisions, describes the organizational principles and processes that will be used to carry out the SMS, documents the agency divisions and positions who are responsible for the management of safety in transit operations, and provides a standard and reference for consistent implementation of safety management processes within MDOT MTA.

This document, MDOT MTA's PTASP, has been prepared to meet the standards established by FTA under 49 CFR Part 673. The FTA requires that transit agency PTASPs incorporate SMS structure, principles, and methods in a manner that is tailored to the size, complexity, and scope of the public transportation system and environment in which it operates.

The MDOT MTA PTASP directs the establishment and implementation of technical and managerial safety strategies for the identification, assessment, and control of safety risks to MDOT MTA customers, employees, the public, and others who may be impacted by the system. Specifically, the PTASP describes the safety management policies, procedures, and processes that MDOT MTA will use to manage the following safety activities:

- Safety data collection and analysis
- Safety reviews, audits, and evaluations
- Investigation of transit safety events and discovery of significant hazards
- Continuous monitoring of safety performance
- Assuring compliance with controls for making system modification/configuration changes and keeping relevant documentation up to date
- Continuous improvement of SMS processes
- Communication of safety activities and progress towards safety performance objectives, development, and delivery of safety-related training.

1.7.2 Scope

The SMS applies to all MDOT MTA managers (at all levels), employees, and contractors who are either directly or indirectly involved in or responsible for providing transit services, infrastructure elements, and/or processes from planning, construction, testing, commissioning, and operational phases of all modes. The SMS addresses both operational and occupational safety and harmonizes with federal/state/local environmental policies and system security requirements.



Development and preparation of the SMS is in accordance with:

- FTA SMS Framework (August 2015)
- National Public Transportation Safety Plan, 49 CFR Part 670, Subpart D
- Public Transportation Safety Certification Training Program, 49 CFR Part 672
- PTASP, 49 CFR Part 673
- SSO, 49 CFR Part 674
- Code of Federal Regulations, DOT, 49 CFR, Chapter VI
- FTA's Transit Advisory Committee for Safety (TRACS) Report 10-01 "Safety Planning Model and SMS Principles"
- FTA's Transit Advisory Committee for Safety (TRACS) Report 12-02 "PTASP"
- International best practices for public transportation safety
- Maryland DOT SSOA requirements and program standard for rail transit found in the Rail Safety Oversight Program Standard (RSOPS).

PTASP-SSPP Statement for MARC Commuter Rail

MDOT MTA's MARC commuter rail system safety program is covered under a separate safety program planning document entitled System Safety Program Plan (SSPP). The MARC SSPP conforms to the requirements of the Federal Railroad Administration's (FRA) rule, 49 CFR Part 270 – System Safety Program. Because of the confidential nature of MDOT MTA's security measures, the MARC System Security Plan (SSP) is maintained separately from their SSPP.

PTASP Statement for Construction of MDOT MTA Purple Line

The Maryland Purple Line is a 16.2-mile light rail line currently under construction that extends from Bethesda in Montgomery County to New Carrollton in Prince George's County. The project is being managed and constructed by a public-private partnership consortium, Purple Line Transit Partners.

Maryland Purple Line construction is governed under this PTASP. The Purple Line project has an established Safety and Security Management Plan (SSMP) and Safety and Security Certification Program (SSCP). Until the Maryland Purple Line project construction and operational testing is complete, MDOT MTA's Purple Line will be covered under this PTASP.

Prior to entering revenue service, a determination will be made by MDOT MTA whether the Purple Line light rail system will establish its own individualized safety plan that conforms to the requirements of 49 CFR Part 673 – PTASP, or whether the Purple Line light rail system will be explicitly added to this MDOT MTA PTASP as a modal operation covered by all safety programs and processes described herein.



1.8 Goal and Objectives for SMS

The overall goal of our SMS is to provide MDOT MTA with a management system that reduces the level of safety risk to as low as reasonably practicable through the effective management of safety risks. This goal is reflected in the safety activities integrated during planning, design, construction, operation, and maintenance phases of transit projects and services. Achievement of the goal is accomplished, in part, through the application of a formal system of analytical techniques and methods to be used for the identification, assessment, and mitigation of safety risks (and assuring that risk mitigation worked as intended), along with resource support and prioritization from senior management. The expected outcomes of the SMS over time will be improved safety culture, safety performance, and assurance that safety risk is being managed to a level that is as low as reasonably practicable.

MDOT MTA will proactively address safety risk using a top-down, organization-wide management system. The following objectives will assist the agency in meeting this goal:

1. Use standard safety risk management processes to identify, assess, evaluate, and mitigate hazards that may impact customer, employee, and public safety.
2. Incorporate all-hazard controls into capital project design criteria and specification development. (An all-hazards approach considers safety, security/public safety, and emergency preparedness/management hazards in a holistic manner.)
3. Analyze causes of employee and passenger injuries.
4. Analyze causes of transit vehicle collisions, close calls, and other safety events.
5. Train MDOT MTA personnel in SMS and other safety-related topics and ensure that safety certifications are up-to-date and maintained.
6. Comply with all federal, state, and local environmental regulations.
7. Promote safety education and participation internally with MDOT MTA employees through campaigns, promotional campaigns, and other activities.
8. Improve planning and projections for safety-related fiscal support needs by tracking and analyzing data.
9. Coordinate and communicate management of safety risks with jurisdictional partners, the MDOT SSOA, FTA, and the FRA.
10. Collect and analyze safety data that informs MDOT MTA's safety performance measures and other safety KPIs.
11. Conduct internal MDOT MTA safety reviews, audits, and evaluations to determine compliance with safety rules and procedures and identify new hazards.
12. Assure compliance with controls for making system modification/configuration changes and keep relevant documentation up to date.
13. Continuously improve SMS processes.
14. Communicate safety activities and progress towards safety performance objectives with MDOT MTA front line employees.

1.8.1 SMS Products

The products of the SMS include safety risk assessments, measurement and collection of safety data, and the development of safety assurance and evaluation reports based on analyses of the supporting data. These products are intended to document and support decision-making across all transit operations and maintenance activities based on reducing safety risk. SMS products support the identification, assessment, prioritization, and implementation of safety enhancements for all transit services.



1.8.2 SMS Implementation

MDOT MTA's implementation of its SMS will be a multi-year process. For transit agency implementation, these times will be approximate and will vary, dependent upon available resources for implementation. MDOT MTA will prepare an SMS Implementation Plan based on a phased approach that identifies SMS implementation activities, responsible staff, and schedule milestones.

1.9 MDOT MTA System Description and Accountability

MDOT MTA, a business unit of the Maryland Department of Transportation that was first established in 1970, is responsible and accountable for the planning, design, construction, operation, and maintenance of a multi-modal transportation system that is authorized to provide public transportation services. MDOT MTA owns and maintains a fleet of passenger buses, light rail vehicles (LRVs), heavy rail vehicles, commuter trains, and mobility vehicles to meet its service demands for public transportation services. Additionally, MDOT MTA oversees commuter bus services throughout the State of Maryland.

The combination of these services provides regularly scheduled transit and additional transportation for special events throughout the city of Baltimore and its surrounding counties, as well as in service provided by the agency's commuter rail and commuter bus services throughout the State of Maryland to the greater Washington, DC metropolitan area and parts of West Virginia. MDOT MTA strives to provide accessibility to all areas of the city of Baltimore and surrounding counties, and to and from Washington, DC, for both work and non-work activities.

MDOT MTA employs approximately 3,400 employees. Additionally, MDOT MTA has its own police department, which has sworn police officers who are empowered with the same police powers as the Maryland State Police. The MTA Police also have communication officers and civilian uniformed personnel services (CUPS) employees who perform fare enforcement and security guard functions. MDOT MTA maintains an internet site (<http://www.mta.maryland.gov>), that provides individual modal routes and schedule information. The MDOT MTA also maintains an Information Line at (410) 539-5000 or 1-866-RIDE-MTA (743-3682).

1.9.1 Operations Control Centers

Operations Control Centers (OCC) for each mode other than MARC and Commuter Bus are currently located in Baltimore City and surrounding areas and contain the necessary systems and the operating personnel to supervise, regulate, and control Bus, Light Rail, and Metro Subway operations. The OCC has the capability to monitor and control safe operation of the transit system and to handle any emergency situations that may arise and is continuously attended during all hours of operations. OCC personnel monitor train and switch positions, signal status and malfunctions, fire and intrusion alarms, traction power systems, and pumping station status.

Each modal OCC is equipped with monitoring, control, and communication facilities required to operate a safe and efficient transit system, and to handle emergency situations. A computer system monitors train and switch positions, signal status and malfunctions, status of support systems such as ventilation, drainage, fire and intrusion alarms, traction power system status and pumping station alarms. The OCC has direct communication via radio, telephone, and/or public address with:



- Train and bus operators and train passengers
- Station attendants and passengers in stations
- MDOT MTA Systems and SCADA Maintenance
- Road, terminal, and yard tower supervisors
- Local fire/rescue communications centers
- MDOT MTA and local police

OCC staff has the responsibility for complete control of the Bus, Light Rail, Metro Subway, and all facilities necessary to coordinate activities required for correction of an emergency and/or non-routine situation in accordance with established Standard Operating Procedures (SOPs) and Emergency Operating Procedures (EOPs).

1.9.2 MDOT MTA Bus System Description

The MDOT MTA bus system operates four division facilities located throughout the City of Baltimore in which operations, administration, and maintenance activities are housed. These divisions include – Bush, Eastern, Kirk, and Northwest.

General repairs and maintenance are performed at all locations, although the major overhaul facility is located at the Bush Division. Routes are modified periodically to adapt to changing needs and to support special services. The MDOT MTA periodically procures new buses as existing buses age and as ridership and service areas increase and expand.

1.9.2.1 Bus Fleet Description

The MDOT MTA operates a mixed fleet of approximately 750 transit buses. The fleet consists of 40-foot diesel powered buses, 40-foot hybrid buses, and 60-foot (articulated) hybrid buses. The more fuel-efficient hybrid buses comprise one-third of the bus fleet.

1.9.2.2 BaltimoreLink

MDOT MTA's BaltimoreLink fixed route bus network opened for revenue service in June 2017. BaltimoreLink is a completely restructured and rebranded core fixed-route bus system operating within the city and throughout the greater Baltimore region. The project name was developed to emphasize how the redesigned network will provide better connection between origins and destinations and between modes of transportation. BaltimoreLink lines connect with Light Rail, Metro Subway, and MARC commuter rail service, and providing approximately 64 million unlinked passenger trips each year.



To achieve MDOT MTA's overarching mission of providing safe, efficient, and reliable transit across Maryland with world-class customer service, BaltimoreLink had five major service goals:

1. Improve service quality and reliability
2. Maximize access to high-frequency transit
3. Strengthen connections between MDOT MTA's bus and rail routes
4. Align the network with existing and emerging job centers
5. Engage riders, employees, communities, and elected officials in the planning process



The BaltimoreLink network includes three different types of fixed route bus service under interconnected system:

- **CityLink:** 12 high-frequency, 24-hour service bus routes that form a downtown grid and radiate out from the city on major streets, connecting with each other, Metro Subway, Light Rail, MARC, Commuter Bus, Amtrak, and other services in an integrated transit network.
- **LocalLink:** 53 local bus routes that provide comprehensive crosstown connections and system-wide connectivity to neighborhoods and communities.
- **Express BusLink:** the BaltimoreLink system retained several already-existing express bus services that provide suburban-city connections. Typically, express bus routes have fewer stops and use higher speed roadways.

BaltimoreLink creates a more efficient and reliable bus network by spreading out the routes within the downtown core and creating a grid of high frequency routes serving more downtown locations.

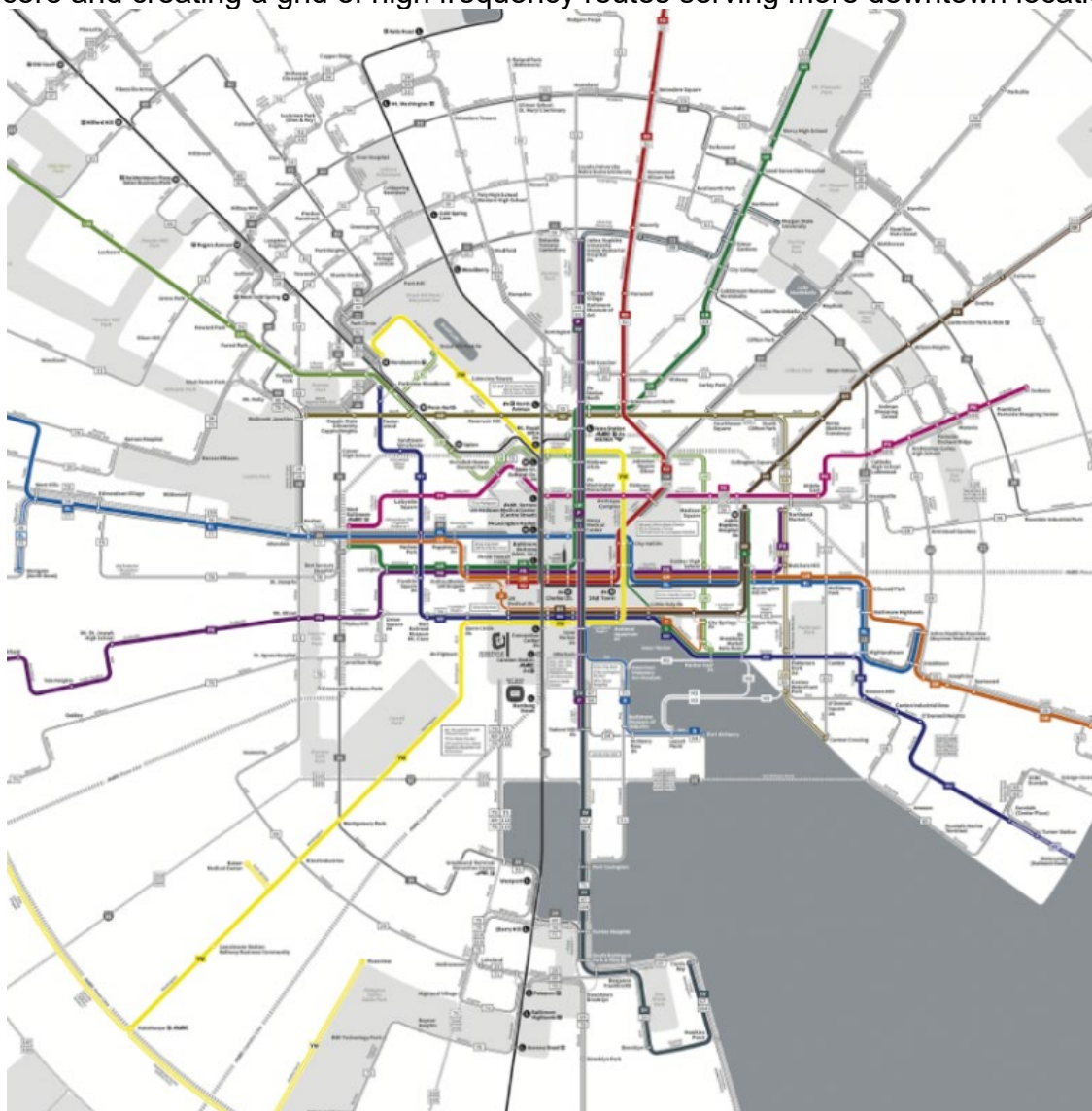


Figure 2 - The BaltimoreLink fixed-route bus network map



1.9.3 MDOT MTA Metro Subway System Description

The MDOT MTA Metro Subway System (Metro Subway) is a 15.5-mile long, 14-station mainline, double track rail system. A one-way trip encompassing the entire system takes approximately 29 minutes to complete.

The Metro Subway system was constructed in three stages. Phase 1, Section A, included the Northwest Line, which extends from the Charles Center Station in downtown Baltimore to the Reisterstown Plaza Station in northwest Baltimore. Section A is 7.55 miles long and was completed in November 1983. It consists of a below-ground section that runs from Charles Center Station to Portal (located between Mondawmin and West Cold Spring Stations). An aerial section runs from the Portal to Reisterstown Plaza Station.

Phase 2, Section B, was an extension to the Northwest line that currently runs northwest from the Reisterstown Plaza Station to the Owings Mills Station. Section B is 6 miles long and was completed in July of 1987 and runs completely at grade level from the Reisterstown Plaza Station to the Owings Mills Station.

Phase 3, Section C, was an extension that currently runs from Charles Center to Johns Hopkins Hospital. It is 1.5 miles long and was completed in 1995. This section is completely underground.

Map of the MDOT MTA Metro Subway system



Figure 3 - Map of the MDOT MTA Metro Subway system

1.9.3.1 Metro Heavy Rail Car Description

The MDOT MTA procured 100 heavy rail vehicles (50 married pairs) from the former Budd Company, which entered service between 1982 and early 1987. The cars, weighing 75,847 pounds, are 75 feet long (over couplers), 10 feet, 2-1/2 inches wide (at the greatest outside dimension), and 12 feet, 31/2 inches high (top of rail to top of roof including antenna), with a seating capacity of 76 passengers.



Each vehicle (rail car) is independently powered by four (two per truck) type 1462DA, series wound DC traction motors. Each motor drives one axle in which power from the motor is transferred through a coupling to a gear unit to the axle and wheels. The high voltage power system is at a nominal 750-Volts DC and receives power from the wayside power distribution system through a third rail.

speed regulations, program station stopping, and tractive effort generation. The ATP system operates in conjunction with the wayside signaling system, providing speed limit information (cab signals) and overspeed enforcement to the Train Operator and the ATO system. Selection data, route lock data, and signal indication for transfer track areas are exchanged between the mainline and yard interlocking subsystems.

1.9.3.2 Metro Subway Control, Repair, and Maintenance Facilities

Metro Subway operations also include the Metro Wabash Yard and Shops, which are located between the Reisterstown Plaza and Rogers Avenue stations, and include facilities to repair, maintain, clean, and store vehicles and equipment and to support the maintenance of the system. There are several turnouts that provide the capability to move trains between the two mainline tracks and yard transfer tracks. OCC and Yard Tower controllers are alerted of impending yard/mainline interfacing train moves (yard to mainline or mainline to yard) by both audible and visual indications. Cooperative action permits such moves to be made, subject to prevailing operating rules.



1.9.4 MDOT MTA Light Rail System Description

The MDOT MTA Light Rail system is a 30-mile system operating from Hunt Valley, MD (northern terminus) to Glen Burnie, MD (its southern terminus at the Cromwell station). The Light Rail system also includes two extensions to Penn Station and BWI-Thurgood Marshall Airport, as well as the Light Rail Maintenance Facility located on North Avenue in Baltimore City. An additional maintenance facility was constructed at the Central Light Rail Line's (CLRL) Cromwell station located in Glen Burnie, MD. In 2006, the MDOT MTA also completed a double track project, in which adjacent tracks were built in nearly all remaining single tracked sections of right-of-way throughout the Light Rail system.

During the Light Rail Double Track Project, ATP was added to the system and car body equipment. The



Light Rail system utilizes ATP, which prevents train collisions by forcing operators to comply with speed restrictions that are displayed on the Aspect Display Unit (ADU). This is done by monitoring track circuits for the presence of trains and applying a speed code to the track when a train is detected. The speed code is processed by equipment on the Light Rail Vehicle (LRV) and presented to the train operator. Failure to operate the vehicle at or below the assigned speed code results in the automatic braking and eventual emergency brake application to bring the LRV to a safe stop. ATP is in operation throughout the majority of the Light Rail system, with the exception of the Central Business District (CBD), which runs directly through downtown Baltimore City along the Howard Street corridor. In the CBD, line-of-sight operations governed by bar signals interconnected with existing traffic signals allow for LRVs to operate through a mixed traffic roadway.

There is a total of 33 Light Rail stations within the system and the stations are designed to be barrier-free. Sidewalks and at-grade crosswalks provide pedestrian access between platforms. Ancillary station facilities include passenger shelters, lighting, signage, and ticket vending machines. Parking is provided at specified locations and many stations are designed with bus drop-off areas.

Light Rail stations are low platform throughout the system. However, due to the current LRV design, station platforms utilize high blocks in order to be fully compliant with the Americans with Disabilities Act of 1990 (ADA). Ramps from the platform to the highblock tie into the pedestrian system at the station. The Light Rail system interfaces with the MDOT MTA Bus, Metro Subway, and MARC Commuter Rail systems to provide improved circulation in the Baltimore City CBD.



Figure 4 - Map of the MDOT MTA Light Rail system



1.9.4.1 Light Rail Vehicle Description

The MDOT MTA Light Rail fleet consists of 53 manually operated LRVs. The LRVs are two-car, six-axle, articulated vehicles that can accommodate 84 seated passengers, 172 standing passengers, and 260 passengers with a crush load (1 person per square foot). The LRV is of conventional design and is consistent with generally accepted practices in the transit industry.

The LRV consists of an “A” section and a “B” section, with an articulated (jointed) section in the middle and is operated as a single unit or in consists of up to three vehicles. An Operator’s cab is located at the end of both the “A” and “B” sections. There are three trucks on the vehicle. A powered truck is located at the cab end of the “A” and “B” sections, and an unpowered truck is located under the articulated section. A coupler located at the end of each section permits coupling of the LRV to additional LRVs to form a consist.

The LRV operates from a 750-volt DC power source provided by an overhead catenary system (OCS). A pantograph, located on the roof of the “A” section, collects power from the OCS. An ice-scraper pantograph, located at the cab end of the “B” car, is used for ice removal during winter operations. Eight passenger doors, four on each side of the vehicle, provide access to and from the LRV.

Safety-critical items identified by specification relate to deceleration rates and braking distances, Operator’s controls, and fire and smoke emissions. A deadman feature and an emergency pushbutton are an integral part of the propulsion and braking system. Communications systems include two-way train radios, passenger intercoms, and an internal/external PA system. Doors with sensitive edges and inside emergency door releases are provided. A designated area with wheelchair securement devices is located near the cab of each LRV. Once dispatched from the yard tracks in the Maintenance Facility area, each vehicle will follow the ATP speed commands as displayed on the ADU.



1.9.5 MDOT MTA MARC System Description

The Maryland Area Regional Commuter (MARC) commuter rail service is a division of MDOT MTA. Because MARC is a commuter railroad, safety oversight of MARCs operations falls under the jurisdiction of the FRA, pursuant to 49 CFR Part 209, Appendix A, “Statement of Agency Policy Concerning Enforcement of the Federal Railroad Safety Laws.” Because MARC is subject to FRA rather than FTA safety oversight, it is specifically exempted from being included in the PTASP (49 CFR Part 673.13(f)). However, the MDOT MTA Office of Safety provides safety management and oversight services for MARC.

MARC provides weekday services to Baltimore, Maryland; Washington, DC; eight counties in Maryland; and parts of northern West Virginia. The system encompasses approximately 200 miles of track and 42 stations, providing 95 trips daily. MARCs revenue fleet consists of 177 railcars and 42 diesel



locomotives, which are operated at maximum speeds of 125 miles per hour, depending on design and railroad limitations.

MARC operates three lines that service Anne Arundel, Prince George's, Montgomery, and Harford Counties, Maryland; Baltimore City; Washington DC; Brunswick, Maryland; Frederick, Maryland and Martinsburg, West Virginia. MARC operates on weekdays only with limited service on select holidays. Train service is offered during morning and evening rush hours only on the Brunswick and Camden Line, with all-day, weekends, and late evening service on the Penn Line. Services on the Penn Line are operated and maintained under contract by Amtrak, who owns most of the Penn Line right-of-way as part of its Northeast Corridor. Services on the Brunswick and Camden Lines are operated and maintained under contract by Bombardier on shared CSX Transportation railroad.

1.9.6 MDOT MTA Commuter Bus Services System Description

The MDOT MTA's Commuter Bus service is a fully contracted transportation system serving both Baltimore and Washington, DC bound commuters from outlying counties. Commuter Bus operates primarily to peak travel destinations and during peak travel times on weekdays only. Currently there are 37 routes that operate under 13 multi-year contracts. Baltimore-bound trips consist of approximately 10% of Commuter Bus resources while Washington DC-bound trips consume about 80%. Routes along the MD Intercounty Connector (ICC), also known as MD Route 200, consume the remaining 10%. MDOT MTA Commuter Bus service consists of the following three units:



Commuter Bus – Baltimore. As part of the MDOT MTA bus service, the Commuter Bus program provides express transit service (at a premium price) within the Baltimore metropolitan region. These long-haul routes connect suburban residential areas, downtown Baltimore, and suburban employment centers. Commuters can access these express lines via several Park & Ride lots located throughout the region. Five commuter routes operate in the Baltimore region making 42 daily trips.

Commuter Bus – Washington. The MDOT MTA provides 14 privately contracted Commuter Bus routes that offer long-haul service from points throughout Maryland and Washington, DC, and its inner-ring suburbs. Buses make 392 daily trips.

Commuter Bus – ICC (MD-200). The MDOT MTA provides 5 privately contracted Commuter Bus routes that offer long-haul service from points along the Inter-County Connector (MD – 200). Buses make 63 daily trips.

The MDOT MTA Office of Safety provides safety management and oversight services for Commuter Bus.



Figure 5 below displays a map of the MARC commuter rail and MDOT MTA commuter bus route systems:



Figure 5 - MARC Commuter Rail System and MDOT MTA Commuter Bus Routes



1.9.7 MDOT MTA Mobility Services System Description

Mobility services (Paratransit) is a specialized, door-to-door service for people with disabilities who are unable to independently navigate fixed-route public transportation, including lift-equipped buses. The Mobility fleet consists of over 545 vehicles that include a mix of 10- to 12-passenger wheelchair lift buses and full-size sedans.

Mobility service is provided within three-quarters of a mile of any fixed-route service in Baltimore City and the Baltimore and Anne Arundel counties. The term “fixed-route” refers to local Bus, Light Rail, or Metro Subway routes operated by the MDOT MTA. Mobility service is not offered within three-quarters of a mile of Commuter Bus or MARC Train routes.

Transportation service delivery providers, MDOT MTA Mobility meets the requirements of the ADA. Mobility schedules an average of 180,000 trips per month, transporting an average of 74,000 customers per month. In addition, MDOT MTA Mobility contracts to provide Call-A-Ride services for an average of 67,000 additional riders per month (FY19).

The Mobility service is available to MDOT MTA-certified Mobility customers who meet the eligibility requirements. Mobility is part of MDOT MTA core services but is a separate and distinct service provided under contract by participating area taxicab and sedan companies. MDOT MTA Mobility does not guarantee the availability of a particular type of vehicle or pickup time.

The MDOT MTA Office of Safety provides safety management and oversight services for Mobility.

SECTION 2: Safety Management Policy



2. Safety Management Policy



2.1 Safety Management Policy Statement

2.1.1 MDOT MTA Commitment to Safety

Safety Management System (SMS) Commitment to Safety

The Maryland Department of Transportation Maryland Transit Administration (MDOT MTA) is committed to a positive safety culture and creating a workplace that is safe, healthy, and injury free. Our employees are our most valuable assets, and your safety is our top priority. This applies to all personnel and every aspect of the organization's activities. This commitment as well as relevant safety information, activities and performance shall be communicated consistently throughout the organization.

MDOT MTA is implementing a Safety Management System (SMS) to prevent accidents, reduce risk of injury, and minimize damage to property, equipment, or the environment. We will work proactively towards identifying and reducing the existence of hazards and risks in the workplace and throughout our system by using the appropriate safety risk management tools and processes. As the Accountable Executive for all operations and activities, I will ensure that resources are available to support a robust and successful SMS. The SMS program is managed under my authority by the Chief Safety Officer who reports directly to me.

All MDOT MTA employees, vendors, and contractors are accountable for safety performance. Management will provide top-level support for safety program initiatives. We will consider all employee suggestions for achieving a safer, healthier workplace, and regularly monitor our safety and health programs against data driven performance measures.

Supervisors are responsible for supervising and training workers in safe work practices. I expect our supervisors to enforce MDOT MTA's safety rules and work cooperatively with employees to eliminate or control hazardous conditions.

All employees, vendors, and contractors are encouraged to participate in safety and health program activities, including reporting hazards immediately to Supervisors or a Safety Representative, wearing required Personal Protective Equipment (PPE), and participating in safety committee activities. MDOT MTA's reporting programs include the Safety Hotline at 844-MTA-SAFE (682-7233) and email at reportallhazards@mdot.maryland.gov.

Disciplinary or retaliatory action shall not be taken against any employee who acts to prevent an injury, accident, incident, or hazard from occurring; or who reports safety concerns such as non-compliance or violations of safety rules, hazardous conditions, environmental concerns, or incidents and accidents involving MDOT MTA personnel, equipment, and property. Employee behaviors such as illegal activity, negligence, acts of willful misconduct, or undue care are unacceptable at the MDOT MTA and may be subject to disciplinary action.

Thank you for your continued commitment to a safe and positive work environment.



Kevin B. Quinn Jr.
MDOT MTA Administrator



MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION



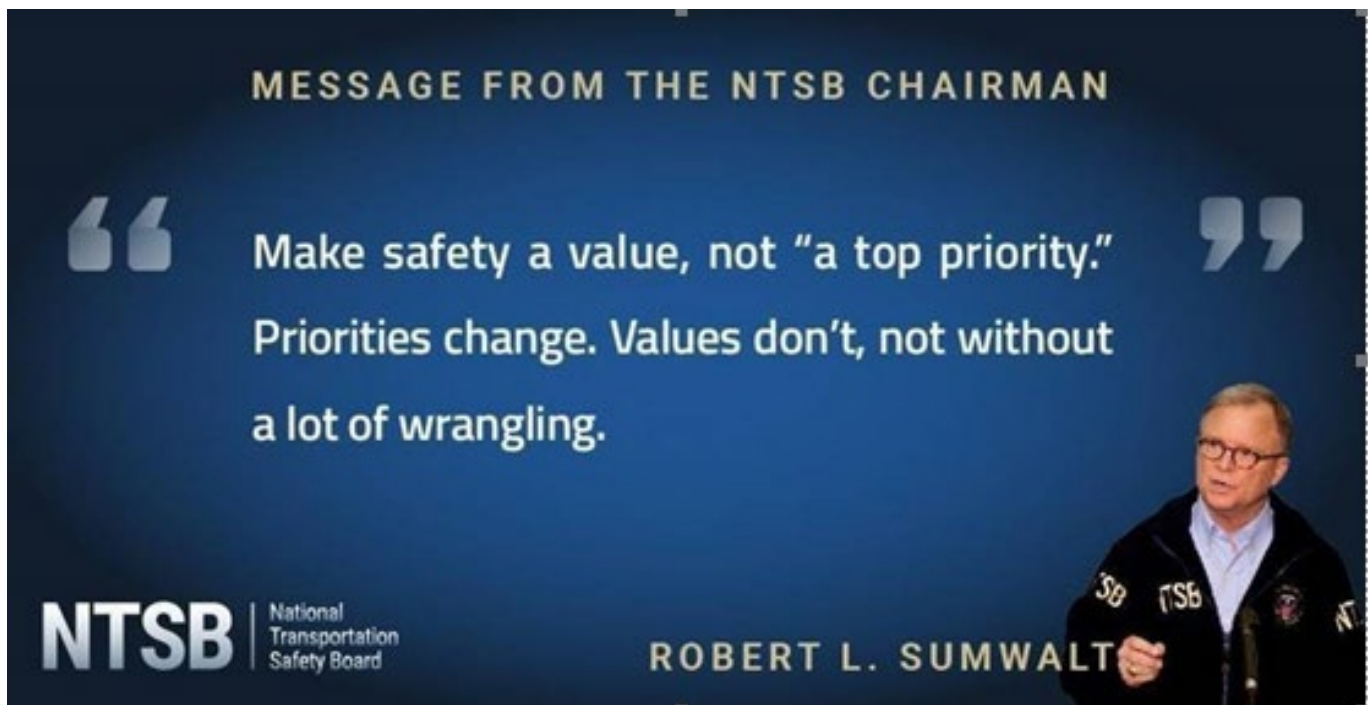


2.1.2 SMS Safety Culture

2.1.2.1 Safety Culture Definition and Importance

Safety culture is the product of individual and group values, attitudes, competencies, and patterns of behavior that determine commitment to safety management. In addition, the four key attributes of a positive safety culture (based on James Reason's work on safety culture)¹ are:

- **Reporting** - encouraging employees to divulge information about hazards that they encounter
- **Just** - rewarding employees for providing essential safety-related information, but are held accountable for deliberate violations of the rules
- **Flexible** - adapting to changing demands and reacting to events
- **Learning** - willing to change based on safety indicators and hazards uncovered through assessments, audits, data, and incidents.



Accordingly, safety culture is both attitudinal, as well as structural, relating to both individuals and organizations. It consists not only of identifying safety issues, but also matching them with appropriate actions. A positive safety culture focuses on finding and correcting systemic issues rather than finding someone or something to blame. A positive safety culture flourishes in an environment of trust, encouraging error-reporting and discouraging covering up mistakes. The need to address behavior that is malicious or recklessly negligent must be balanced with the need for a just culture that is not excessively punitive. A positive safety culture goes beyond simply adhering to procedures. It is demonstrated when employees carry out their duties correctly, with alertness, full knowledge, sound judgment, and a sense of accountability. Positive safety culture must develop as an organizational value, not just a “top priority.”

¹ “Achieving a safe culture: theory and practice” James Reason, Department of Psychology, University of Manchester, **Work and Stress**, 1998, Volume 12, pp. 293-306.



2.1.2.2 MDOT MTA's Safety Culture Values

MDOT MTA strives to develop a safety culture that is built on **safety integrity**. Much like personal integrity, **safety integrity** is “doing the right thing, the safe thing, when no one is watching.” MDOT MTA’s management sets the standards for the agency’s safety culture by allocating adequate resources, providing unambiguous policy direction, promoting open communication, and leading by example. The following values are inherent to MDOT MTA’s safety culture. These are the standards by which the agency will measure its safety culture moving forward, as SMS is fully implemented.

- Employees at all levels and those with whom they interface understand the hazards and risks inherent in their operations.
- Employees continuously work to identify and control/manage hazards or potential hazards.
- Employees understand errors, make efforts to eliminate potential errors from the system, and do not tolerate willful violations.
- Employees and management understand and agree on what is acceptable and unacceptable behavior and risk.
- Management at all levels encourages employees to report safety hazards.
- When employees report hazards, others are empowered to analyze them using a risk-based assessment methodology and take appropriate action.
- Management tracks hazards and actions to control them and report them at all levels of the organization.
- Management encourages employees to develop and apply their own skills and knowledge to enhance organizational safety.
- Employees and management communicate openly and frequently concerning safety hazards.
- Management widely distributes/makes available safety reports to share lessons learned.

2.1.2.3 SMS Gap Analysis

MDOT MTA has been preparing for implementation of SMS since 2016. In early 2017, the agency conducted a SMS Gap Analysis, which included a document review and interview process, to examine the agency’s current safety management policies, programs, and procedures and to gauge the level of understanding of SMS principles among all levels of MDOT MTA employees and contractors. More than 50 interviews were conducted, using the FTA SMS Gap Analysis questionnaire used with the Washington Metropolitan Area Transit Authority (WMATA) and Chicago Transit Authority (CTA). The questionnaire results were scored on the Likert Scale and tabulated. The results of the gap analysis were described on the same maturity scale utilized for the MDOT MTA Transit Asset Management Gap Analysis. The results in the four SMS component areas are displayed in Figure 6 below:

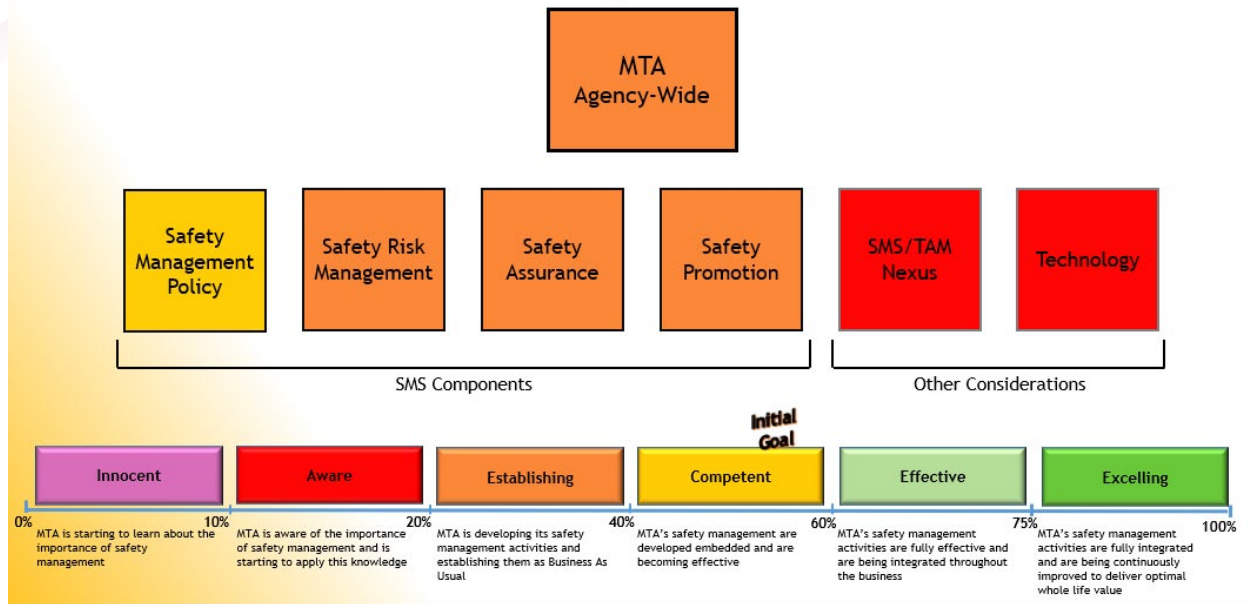


Figure 6 - MDOT MTA SMS maturity results, 2017 gap analysis

The MDOT MTA was found to be strongest in the area of policies and procedures, meeting the initial goal of “competent”. In the areas of risk management, safety assurance, and communication, the agency scored lower in “establishing” those processes and practices. The SMS Gap Analysis also examined two areas outside the formally defined SMS structure, looking at MDOT MTA’s technology readiness for full SMS implementation and at processes that could reflect the shared “nexus” between safety and asset management. In both these areas, MDOT MTA was “aware”, but did not have robust programs developed to implement.

A series of 17 targeted areas of improvement, ranging from stronger cross-discipline communication to a more automated safety data management system were recommended. This improvement program has, in part, formed the basis of MDOT MTA’s SMS implementation program.

2.1.2.4 Nexus Between Safety Management and Transit Asset Management

A philosophical nexus between SMS and Transit Asset Management (TAM) is acknowledged by our industry, but the functional integration opportunities between these business management systems are less understood. As the MDOT MTA implements and improves its SMS, it also endeavors to explore these functional integration opportunities to improve the overall outcomes of system safety and asset performance.

The SMS requirements under 49 U.S.C. 5329 were created to help transit agencies develop a better business approach to proactively mitigate safety risk to their customers, employees, and the general public. The TAM requirements under 49 U.S.C. 5326 were created to help transit agencies develop a better business approach to keeping their assets in a State of Good Repair (SGR) and maximizing their performance. Both SMS and TAM are data-driven management systems and federal regulations require that these systems be planned and implemented in parallel.

Currently, SMS and TAM are still relatively new requirements for the transit industry, and agencies are in very early phases of planning their SMS and TAM systems accordingly. Both business management systems are being developed at the MDOT MTA using the same general process:

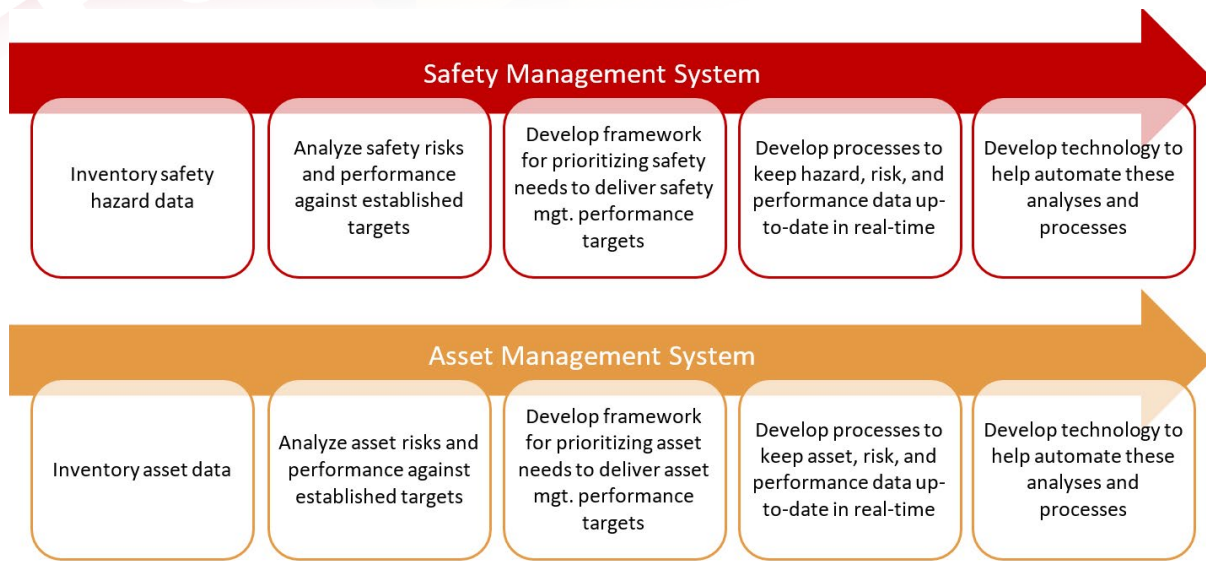


Figure 7 - Nexus of SMS and TAM - General Process Alignment

The *philosophical* nexus between SMS and TAM is simple. Transit assets (vehicles, facilities, infrastructure, and equipment) that are not in an SGR can pose a significant safety risk. Conversely, safety events (incidents and accidents) can pose a significant cost and performance risk to the transit system.

The *functional* nexus between SMS and TAM is not spelled out in regulations. It is up to the MDOT MTA to explore how it functionally integrates these management systems, starting with identification of the assets most critical to transit system safety, and then identifying how the MDOT MTA can better manage these assets to maximize the benefits of SMS and TAM. As the MDOT MTA plans and implements its SMS and TAM systems, it will concurrently explore the functional nexus in the following areas:

- Staffing
- Capital project prioritization
- Competencies and training
- Asset information
- Lifecycle management
- Technology

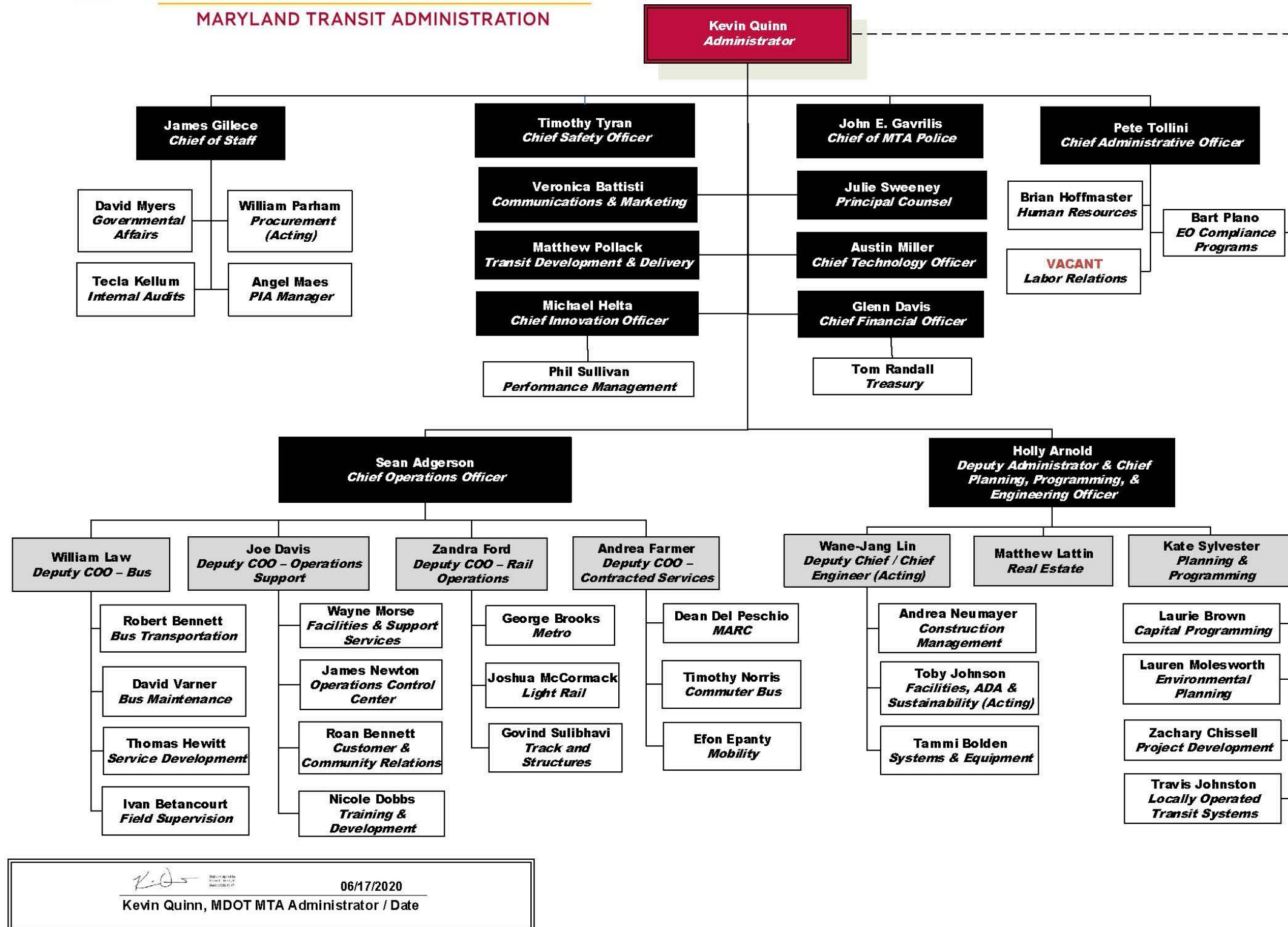
2.2 Safety Accountabilities and Responsibilities

2.2.1 MDOT MTA Organization

The MDOT MTA organization is led by an Administrator who reports to the Maryland Secretary of Transportation. The MDOT MTA comprises the following organizational functions as shown in the organizational chart, Figure 8.

- Administrative Offices (Human Resources, Labor Relations, Equal Opportunity Compliance)
- Finance
- Legal Counsel
- Real Estate
- Communications and Marketing
- Governmental Affairs
- Operations (Bus, Rail, Operations Support, Contracted Services)
- Safety Management and Risk Control
- Engineering (Construction, Facilities, and Systems)
- Information Technology
- Planning and Programming
- Transit Development and Delivery
- Innovation and Performance Management
- Procurement
- Transit Police
- Internal Audits

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MARYLAND TRANSIT ADMINISTRATION



 06/17/2020
Kevin Quinn, MDOT MTA Administrator / Date

Figure 8 - MDOT MTA Organizational Chart



2.2.2 General Safety Authorities

The Chief Safety Officer (CSO), as the SMS Executive, is empowered and authorized by the Accountable Executive (MDOT MTA Administrator) to develop, implement, and administer the SMS. This includes identifying safety hazards and concerns, conducting internal audits and inspections, developing recommendations and Corrective Action Plans (CAPs) to address safety concerns, tracking and verifying the implementation of recommendations and CAPs, and reporting on a regular basis the status of the SMS to MDOT MTA's Accountable Executive with the goal of keeping operational risks as low as possible throughout the organization. The CSO, with the support of the Administrator, has the authority to develop and institute safety policies, procedures, and general practices and to develop and implement specific plans for the identification, prevention, control, and resolution of any unsafe conditions during design, construction, testing, operations, maintenance, and disposal of MDOT MTA facilities, equipment, systems, and services. The CSO is an adequately trained individual who is solely dedicated to the functions described in this PTASP and may not serve in other operational or maintenance capacities. The SMS Manager within the Office of Safety Management and Risk Control (Office of Safety) is responsible and accountable for the SMS review process. Revisions, if necessary, are coordinated and led by the CSO acting under the authority of the MDOT MTA Administrator.

The CSO has assigned Modal Safety Officers with the responsibility of interfacing with each transportation mode. Modal Safety Officers are responsible and accountable for tracking identified hazards or safety deficiencies to closure. If a safety concern or issue cannot be resolved at the Modal Safety Officer level, the issue can be elevated to one of the Assistant Chief Safety Officers or the Deputy Chief Safety Officers. If resolution of a safety issue cannot be attained at these levels of management, it can be elevated to the CSO and ultimately to the Administrator.

All personnel are responsible and accountable for fulfilling and complying with the safety requirements of their positions. All department heads, supervisors, and managers are likewise responsible and accountable for enforcing the safety requirements pertaining to their employees. Further, it is the responsibility of all employees to take into consideration the safety of others as well as their own safety, when performing their daily duties. All employees are encouraged to identify hazards or potential hazards when performing their jobs. It is the responsibility of all employees to immediately notify their immediate supervision or the Office of Safety, according to the appropriate chain of command when a hazard or potential hazard has been identified.

When an immediate or serious hazard has been identified, all employees have the authority and responsibility to order the cessation of unsafe activities or operations until the hazardous condition is corrected. The identification, analysis, and reporting of hazards is further described in the Safety Risk Management Process of this plan. Additionally, the CSO is empowered to order the cessation of unsafe activities or operations that are evaluated as creating an immediate and serious hazard within the system. The CSO is also empowered to conduct unannounced inspections aimed at identifying and eliminating unsafe practices, operations, and conditions not corrected by immediate management/supervision.



2.2.2.1 The Office of Safety Management and Risk Control

The Office of Safety Management and Risk Control (Office of Safety) is comprised of five functional departments including Operations Safety, Emergency Management and Compliance, SMS, Workers' Compensation and DOT Compliance, and Transit Claims. The Office of Safety team is led by the Chief Safety Officer, four Deputy Chief Safety Officers, and the SMS Manager. The Office of Safety organizational chart is provided in Figure 9.

The Office of Safety serves as a resource for MDOT MTA's modal operations and services, and is responsible and accountable for the daily oversight, identification, and control of operating and workplace hazards. Responsibilities of the Office of Safety include:

- Performing periodic reviews and updates of the PTASP and other documents developed by the Office of Safety
- Developing and maintaining safety related policies, rules, and training programs for the Office of Safety
- Coordinating with MDOT in the development and implementation of the RSOPS
- Providing the State Safety Oversight Agency (SSOA) notification of the MDOT MTA's involvement in any Light Rail or Metro Subway event that has the potential of high media or public interest
- Providing input to each of the modes and offices pertaining to safety requirements in the development of procedures and other departmental documentation
- Coordinating and executing the Internal Safety Review process
- Evaluating safety processes and practices of MDOT MTA offices and personnel
- Participating in and overseeing testing programs of new systems and system modifications
- Overseeing and performing System Safety Certification Plans (SSCPs) of new systems and system modifications
- Evaluating proposed system changes and modifications to determine their impact on the safety of MDOT MTA operations and services
- Coordinating emergency drills, simulations, table-top exercises, and training exercises
- Developing and implementing loss control and injury/illness prevention programs
- Assisting other offices in the development of training lesson plans to ensure safety elements are included
- Responding to emergencies and disasters in accordance with the MDOT MTA Emergency Operation Plans (EOPs)
- Evaluating hazardous material/chemical data to determine potential safety hazards prior to its purchase, use in MDOT MTA systems or by MDOT MTA employees, or storage on MDOT MTA properties
- Conducting accident/incident investigations to determine root causes and develop recommendations to mitigate or prevent recurrences
- Participating in and reviewing procurement processes and documents to ensure safety elements are addressed

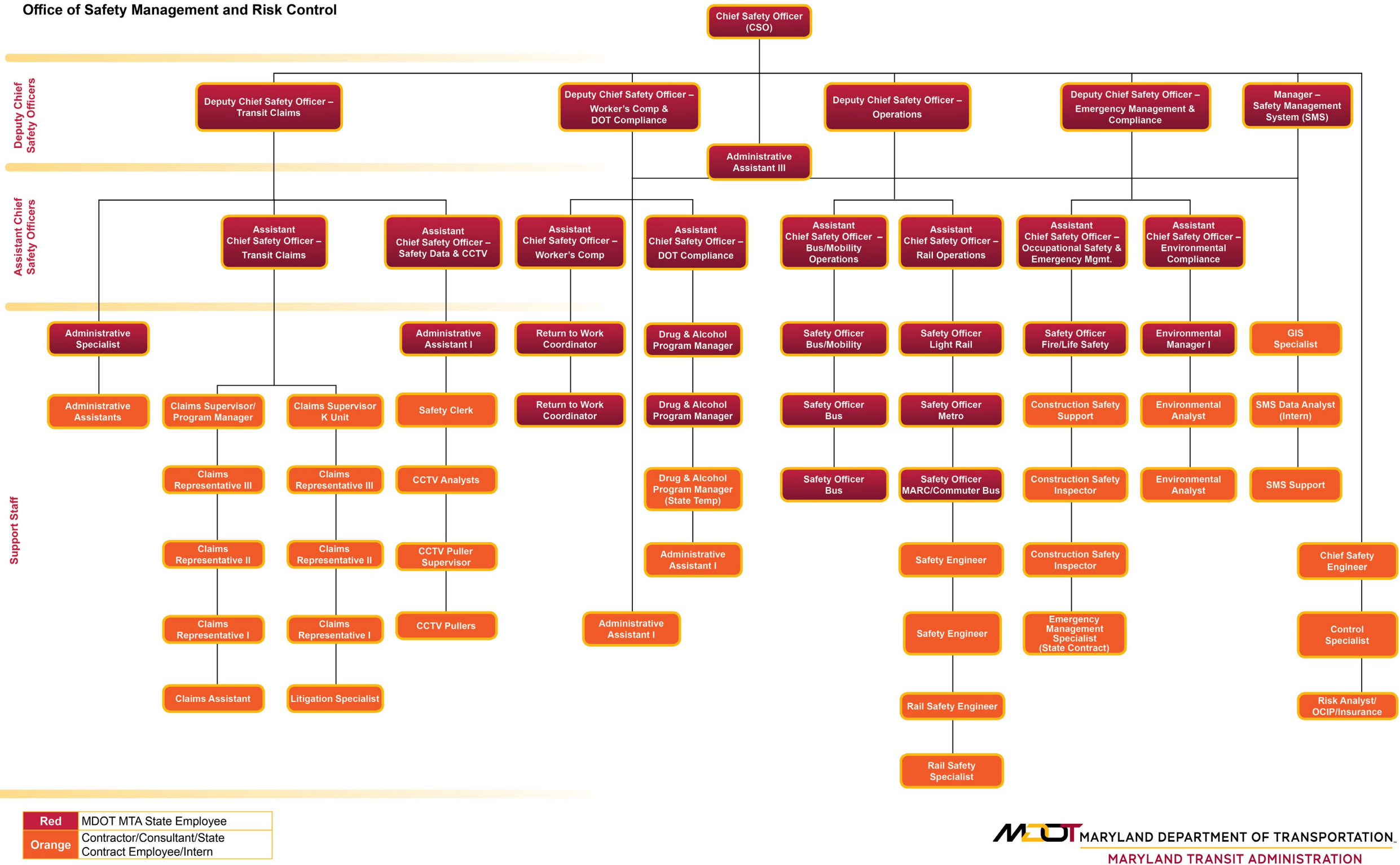


- Assisting in the evaluation and determination of the need for safety equipment and devices and making recommendations for their implementation
- Acting as an MDOT MTA representative at outside safety meetings and seminars
- Ensuring safety information is made available to MDOT MTA offices, personnel, contractors, and patrons
- Reviewing and approving contractor site-specific safety plans for all construction projects
- Responding to Maryland Occupational Safety and Health (MOSH) and other regulatory agency citations related to safety and developing CAPs as necessary
- Managing the MDOT MTA's Owner Controlled Insurance Program (OCIP) which includes site visits and inspections for all projects enrolled in the program
- Compiling and analyzing accident/incident, injury, illness, and property damage data to identify potential trends and submitting reports to appropriate regulatory agencies
- Reviewing and approving risk assessments and hazard mitigations developed by other MDOT MTA offices
- Assisting in the evaluation and resolution of hazards when departments are unable to achieve resolution through their management structure
- Assisting departments with the development and review of CAPs and follow-up activities resulting from the hazard identification and resolution process, accident/incident investigations, employee or passenger complaints, etc. and ensuring proper documentation is maintained
- Ensuring Drug & Alcohol testing performed is in accordance with 49 CFR Parts 40 and 655
- Providing Drug Awareness, Reasonable Suspicion and Post-Accident training for selected employees
- Ensuring all Commercial Motor Vehicle operators are compliant with federal and state licensing requirements including DOT medical examiner certificate compliance
- Managing MDOT MTA's Workers' Compensation program to include implementing and managing the Return to Work Program for injured workers
- Managing and improving communication among the agency, employees, and Third-Party Administrator (TPA)
- Setting and maintaining standards of internal claim investigation and reporting
- Improving claims handling protocols to include nurse case management and increasing surveillance and investigating tools
- Developing strategies to identify and eliminate root causes of worker's injuries
- Managing environmental regulatory compliance under federal, state, and local requirements, including regulations of the Environmental Protection Agency (EPA) and Maryland Department of the Environment (MDE)
- Communicating MDOT MTA's environmental policy and Standard Operating Procedures (SOPs) to all employees and interested parties
- Overseeing all environmental safety and risk management programs for MDOT MTA employees



- Developing and delivering environmental safety and risk management training
- Reviewing and implementing environmental protection and pollution prevention in planning and during early design stages of all new MDOT MTA projects and programs
- Conducting site visits, inspections, and audits to identify environmental safety hazards and determine whether required mitigations are being implemented
- Reviewing environmental documents, reports, design specifications, planning studies, environmental surveys and assessments, and inspection records
- Interacting with and responding to inquiries, correspondence, and external audits or investigations from federal and state regulatory entities
- Ensuring that MDOT MTA complies with all state and federal statutes and regulations regarding insurance claims and adheres to fair claims practices
- Obtaining/requesting property damage assessments from appraisers to examine the damages on vehicles involved in the claims
- Obtaining photographs that fairly and accurately documents the damage before the vehicles have been altered or repaired
- Retrieving data packs from data video recorders from MDOT MTA revenue vehicles
- Securing and retrieving Closed-Circuit Television (CCTV) via network download, manual download, hard drives, or data packs via request for footage
- Ensuring that the evidence chain of custody is properly executed
- Obtaining recorded statements and written documentation of first reports to set up new claim files
- Examining claims forms, medical reports, and other reports to determine insurance coverage on Parties involved in claims
- Gathering, preserving, organizing, and evaluating evidence in preparation of litigation
- Negotiating out of court settlements with claimants, when appropriate, in order to avoid unnecessary litigation and defense costs
- Participating in the litigation process by attending and/or testifying at depositions, pre-trial conferences, and trials, obtaining, and forwarding information requested by Defense Counsel
- Evaluating and recommending any settlement amounts for claimants based on the complete investigation documented and preserved in the claim file and utilized to determine the liability issues
- Obtaining settlement authority or any authority required above authorization given to the claims adjusters in writing prior to the settlement or denial of a claim

Office of Safety Management and Risk Control



Red	MDOT MTA State Employee
Orange	Contractor/Consultant/State Contract Employee/Intern

Figure 9 - MDOT MTA Office of Safety Organizational Chart



2.2.3 Safety Responsibilities and Accountabilities – Key Staff

Safety does not “happen” at the agency’s Office of Safety. It is a shared responsibility. The following key staff represents MDOT MTA executive management with authorities or responsibilities for the day-to-day implementation and operation of the agency’s SMS.

2.2.3.1 Accountable Executive - MDOT MTA Administrator

The MDOT MTA Administrator is designated as the agency’s Accountable Executive. The Administrator is responsible and accountable for carrying out the PTASP and has direction over human and capital resources to effectively implement SMS.

2.2.3.2 Chief Safety Officer

The Chief Safety Officer is MDOT MTA’s designated SMS Executive. The CSO is responsible and accountable for the overall safety performance of personnel and equipment, implementing and maintaining effective control and mitigation measures, and for reporting compliance to the SSOA. The CSO is responsible and accountable to:

- Facilitate full implementation of the SMS across MDOT MTA
- Advocate for a positive safety culture and leading with integrity
- Conduct strategic planning for the SMS
- Manage SMS processes based on best practices and past experiences
- Review and update the PTASP at least annually
- Facilitate coordination of Safety Risk Management (SRM), evaluations and investigations, and controls with special attention to cross-organizational impacts
- Monitor the safety performance of MDOT MTA operations and activities through formal data collection and analysis
- Track safety-critical issues and corrective actions to conclusion, using appropriate tracking systems

In addition, the CSO is responsible and accountable for advising MDOT MTA leadership on safety-related issues.

2.2.3.3 SMS Manager

The MDOT MTA SMS Manager is responsible for the implementation and continuous improvement of MDOT MTA’s SMS. As the SMS Manager, overseeing the management of MDOT MTA’s safety risks is a core responsibility. The SMS Manager is responsible and accountable to:

- Develop and implement SMS processes
- Deliver SMS training at all levels of MDOT MTA
- Develop and implement SMS directives, procedures, forms, worksheets, promotional materials, and other tools
- Ensure Job Hazard Analyses are performed for “high/medium risk” tasks
- Review identified safety risks to verify the risks are properly prioritized using the established risk matrices



- Collect and manage safety risk data
- Ensure the Chief Operations Officer, Deputy Chief Operations Officers, and Modal Operations Directors are informed of safety risks categorized to be Medium, Serious, or High
- Ensure the Accountable Executive is informed of all hazards that have been rated with a High or Serious risk level or require additional resources to sufficiently reduce the risk to its lowest practicable level
- Foster a positive safety culture by leading with integrity in the SMS
- Establish and manage methods to collect and analyze safety risk data, including data that is reactive, proactive, and predictive

2.2.3.4 Chief Operations Officer, Deputy Chief Operations Officers, and Modal Operations Directors

MDOT MTA Chief Operations Officer, Deputy Chief Operations Officers, and Modal Operations Directors are accountable and responsible for the safety performance of all personnel and equipment under their supervision, implementing and maintaining control or mitigation measures, and for reporting close calls, accidents, and incidents to the Risk Management Work Group Chief Operations Officer, Deputy Chief Operations Officers, and Modal Operations Directors are responsible and accountable to:

- Foster a positive safety culture by leading with integrity in the SMS
- Complete the Safety Risk Assessment (SRA) forms for hazards and their associated risks that are identified in their Areas of Responsibility (AoR) including, but not limited to, equipment and workplace conditions
- Submit the SRA form to the Office of Safety for review and approval

If the risk rating for the potential consequence of an identified hazard is within MDOT MTA's defined "acceptable" regions (with a risk level rating of Medium, Low, or Negligible), the Chief Operations Officer, Deputy Chief Operations Officers, and Modal Operations Directors will reinforce or implement the appropriate mitigation or control within their ability and resources. Certain levels of safety risk may also be accepted without further mitigation. If the risk rating for the potential consequence of an identified hazard is not within the MDOT MTA's defined "acceptable" region (with a risk level rating of High or Serious), the responsibility for determining the corrective action is elevated to a higher level of management for decision making. The safety risk assessment and risk acceptance/approval authority processes are further described in Section 3, Safety Risk Management.

2.2.3.5 Modal Safety Officers

The Office of Safety staff includes Modal Safety Officers for Bus, Light Rail, Metro Subway, Mobility, and MARC/Commuter Bus. The Modal Safety Officers report to the Assistant Chief Safety Officers for Rail and Bus operations. Modal Safety Officers are responsible for incorporating the PTASP into all aspects of MDOT MTA's operations and services and acting as a resource for the operations, maintenance, and administrative staff of their respective mode, with assistance from modal management. Each Modal Safety Officer has the authority and responsibility to:

- Perform duties as on-call Safety Officer by monitoring and responding to phone calls to the dedicated Safety Hotline (e.g., accidents, incidents, hazard reports, pandemic health reports)
- Perform accident/incident investigation on behalf of the MDOT MTA as well as on behalf of MDOT, when requested to do so



- Conduct internal safety reviews and inspections in accordance with MDOT MTA's Internal Safety Review Process to proactively identify hazards and risks to prevent accidents and incidents from occurring
- Plan, coordinate, and conduct emergency exercises by mode to ensure readiness for safety and security related incidents and to ensure compliance with policies and procedures
- Review SRA forms submitted to the Office of Safety to confirm that an appropriate risk assessment procedure was followed, and the level of risk determination is valid
- Participate in the design reviews of system expansions and new equipment procurements, including overseeing, and administering formal SSCPs when necessary
- Perform hazard analyses of system modifications to determine potential hazards that may be created because of the system modification, and support development of mitigating and controlling factors to address such hazards
- Report unacceptable hazardous conditions to executive management as soon as possible
- Work daily with modal operations and maintenance staff to ensure all PTASP requirements are being implemented and program goals and objectives are being achieved
- Make recommendations and develop CAPs that result from accident/incident investigations, hazard analyses, risk assessments, and safety reviews and audits, and track corrective actions through fruition to ensure all identified deficiencies are adequately eliminated or controlled
- Chair Safety Committee meetings for their respective mode
- Foster a positive safety culture by supporting the SMS with integrity
- Ensure that the CSO is immediately notified of imminent danger hazards or other problems are identified or arise

2.2.3.6 Chief Engineer

The primary safety tasks and responsibilities of the MDOT MTA Systems, Equipment, and Facilities Engineering divisions are to:

- Ensure that system safety principles are incorporated in concept, planning, design, architectural, and engineering services, and in the procurement, installation, and disposal of system-wide elements
- Support the development of and incorporate system safety and security requirements into design criteria and technical specifications
- Coordinate with the MDOT MTA Office of Safety in the design review process
- Coordinate safety-related activities of the Office of Engineering staff and ensure compliance with the PTASP
- Oversee design services during construction

2.2.3.7 Director, Training and Development

The primary safety tasks and responsibilities of the Office of Training and Development are to:

- Coordinate new employee training and job-specific training courses, including SMS training and other safety-related training



- Train new mechanics and technicians to inspect, maintain, and repair MDOT MTA's rail, bus, and mobility vehicles in a safe and effective manner
- Train and certify new rail operators and new bus operators
- Oversee the Roadway Worker Protection (RWP) Program for Metro Subway and Light Rail systems. Includes training, class scheduling, manuals, guidebooks, and revisions as necessary
- Oversee and coordinate rail operator, bus operator, and mobility operator training programs and practices
- Ensure that training programs for safety-sensitive employees are consistent with agency directives or SOPs in areas that impact safety performance, such as Hours of Service, fatigue management, fitness for duty, medical qualification, and return to work
- Coordinate with and train external agencies such as city and county fire, police, and Emergency Medical Services (EMS) in MDOT MTA rail and bus operations, particularly in relation to emergency response training
- Establish or coordinate training programs in alternative fuels safety
- Coordinate safety-related activities of Training and Development staff and to help ensure compliance with the PTASP

2.2.3.8 Director, Communications and Marketing

The primary safety tasks and responsibilities of the Office of Communications and Marketing are to:

- Fully support Accountable Executive and the Office of Safety in carrying out employee information campaigns regarding SMS, safety-related directives and SOPs, and other safety-related communications
- Support the Office of Safety in distributing safety education and awareness messages and materials to MDOT MTA employees
- Coordinate with Accountable Executive and the Office of Safety in outward-facing safety communications to customers and the greater Baltimore region
- Coordinate with Accountable Executive and Chief Safety Officer regarding public statements regarding MDOT MTA accidents or incidents

2.2.3.9 Chief Administrative Officer

The primary safety tasks and responsibilities of Human Resources and Labor Relations are to:

- Develop position descriptions that address safety-related restrictions and requirements
- Develop and administer medical services and standards for specific job positions, as warranted
- Ensure that candidates for positions are capable of safely performing the tasks of these positions on a repetitive basis
- Maintain documentation regarding safety-related restrictions and requirements and medical standards in personnel files
- Assist in facilitating emergency/safety training to employees as appropriate
- Participate on safety and security committees established and facilitated by the MDOT MTA Office of Safety
- Include safety orientation in New Employee Orientation (NEO)



2.2.3.10 Chief, MTA Police

The MTA Transit Police Department is primarily responsible for security on the MDOT MTA transit system, to help all passenger feel safe and at ease when they ride public transportation. The Police Force was established in 1971 as a fully commissioned, full-service police force with full police authority throughout the State of Maryland. The MTA Transit Police enforces state, city and county laws and codes within and upon MDOT MTA vehicles, stations, facilities, and property, protecting the transit agency's customers and assets against criminal activity. The mission of the MTA Transit Police is "to professionally enforce the law, protect its transit community, employees, and facilities with dignity and respect."

The primary safety tasks and responsibilities of the MTA Transit Police Department are to:

- Participate and coordinate with internal and external departments in emergency drills and exercises
- Assist in development of emergency response plans for MDOT MTA Operations
- Oversee anti-terrorism efforts and homeland security coordination for MDOT MTA through engagement in the intelligence community and memoranda of understanding with local, state, and federal agencies
- Ensure that MTA Police officers receive appropriate safety and security training
- Develop, implement, and maintain the System Security and Emergency Preparedness Plan (SSEPP)
- Provide support for development and implementation of security-related training and operational procedures for MDOT MTA employees
- Coordinate with other MDOT MTA offices to help ensure safe and secure Bus, Mobility, Light Rail, and Metro Subway systems

2.2.3.11 SMS Ambassadors

MDOT MTA SMS Ambassadors act as an extension of the Office of Safety and are responsible for supporting improved safety performance within their departments and functional areas. This responsibility includes determining and implementing countermeasures required to counteract safety risks and problems that negatively impact MDOT MTA safety performance. Within their respective departments and functional areas, SMS Ambassadors support the Office of Safety by performing the following responsibilities:

- Identify risk associated with organizational failures including but not limited to policies, procedures, and directives
- Ensure compliance to SMS processes
- Review SRA forms submitted by front line employees
- Provide direction and/or additional resources to control safety risks within their departments or functional areas
- Manage/Monitor the safety risks within their departments or functional areas, using safety management tools
- Fostering a positive safety culture by supporting the SMS with integrity



- Periodically (Quarterly), hold “Open Safety Risk” meeting to:
 - Discuss effectiveness of corrective actions implemented/reinforced
 - Review supporting data and documentation
 - Review progress of corrective actions in progress
 - Communicate hazard analysis finding

2.2.4 Safety Accountabilities and Responsibilities Matrix

A responsibility assignment matrix describes the participation by various roles in completing tasks or other deliverables for a project or business process. The shared responsibility is expressed by identifying both the Office of Safety and the office responsible for the task. This assures that the office is equally responsible and accountable for active implementation of tasks in their area of responsibility, in addition to the Office of Safety’s overall responsibility for the task on an MDOT MTA-wide basis. The interface relationship for offices means that the office is responsible and accountable for responding to, cooperating with, and participating in the execution of the task under the leadership role of the Office of Safety.

The Safety Accountabilities and Responsibilities Matrix provided in Figure 10 uses a RACI (Responsible, Accountable, Consulted, and Informed) Matrix structure to display the roles and responsibilities of Office of Safety and other MDOT MTA offices. As used in the matrix, the following notations are defined as:

R - Responsible: *Performing the Task/Activity*

This person or group performs the task or deliverable. They are responsible for getting the work done or making the decision.

A - Accountable: *Owning and Approving the Task/Activity*

This person is responsible for the overall completion and approval of the task or activity. He/she will not perform the work but is responsible for making sure it’s finalized.

C - Consulted: *Assisting and Supporting the Task/Activity*

This person or group will provide information useful to completing the task or activity. There will be two-way, coordinated communication between those Responsible and those Consulted.

I - Informed: *Keeping Aware of the Task/Activity*

These people or offices will be kept up to date on the task or activity. However, they will not be asked to feedback or review, but can be affected by the outcome of the task or activity.



Task/Activity	Accountable Executive/Administrator	Deputy Administrator/Chief Planning, Programming, and Engineering Officer	Chief and Deputy Chief Operating Officers, Modal Operations Directors (Bus, Rail, Operating Support, Contracted Services)	Deputy Chief of Planning, Programming, and Engineering/Chief Engineer	Chief Safety Officer, Office of Safety Management and Risk Control	Director, Office of Training and Development	Director, Communications and Marketing	Director of Human Resources and Director of Labor Relations	Chief, Transit Police
Acceptance Testing and Inspection	A		C	R	C				
Accident/Incident Response and Investigation	A		C	C	R	I	I	C	R
Configuration Management	A	I	C	R	C	I			
Construction Safety Program	A			R	R	C		I	
Contractor Safety Program	A		C	R	R	C		I	
Safety-Related Directives, Rules, and SOP Review	A	C	C	C	R	I	I	I	I
Drug and Alcohol Program	A		C	C	R	I	I	C	R
Emergency Drills and Exercises	A	I	C	I	R	C	I		R
Emergency Management	A	I	C	I	R	I	I		R
Emergency Operation Procedures and Plans	A	C	C	I	R		I		R
Emergency Response Training	A	I	C	I	R	C			R
Employee Safety Awards	A	I	R	C	R	I	I	I	
Employee Safety Communications	A	I	C	C	R	C	R		I
Employee Safety Reporting Program	A	C	R	R	R	C	C	I	I
End User Safety Requirements and Guidelines	A	C	C	C	R	I			
Environmental Protection Program	A	C	C	C	R	C	I		
Equipment and System Design	A	C	I	R	C			I	
Facilities and Equipment Inspections	A	C	R	C	R				I
Fatigue Management/Hours of Service	A		R		R	C	I	C	
Fire/Life Safety Implementation	A		C	R	R	I		I	I
Hazard Identification, Assessment, and Mitigation	A	C	R	R	R	C	C	I	C
Hazardous Waste Management Program	A		C	C	R	C	I		
Industrial Hygiene Program	A		C	C	R	C	I	I	
Internal Review and Audit Processes	A		C		R			I	I
Maintenance of Physical Plant and Equipment	A	R	R	C	C			I	
Maintenance Training	A	C	R	C	C	R		I	
Management of Change	A	C	C	R	R	I			
Medical Certification and Return-to-Work	A		R		R	C	I	I	
Occupational Safety & Health Program	A		R	R	R	C		I	
Operations Training	A		R		C	R		I	
Passenger Safety Communications	A	I	C		C	I	R	I	I
Personal Protective Equipment	A	C	R	R	R	C	I	I	I
Safety and Security Certification	A		C	R	R	C			
Safety Data Acquisition & Management	A	C	C	C	R	C	I	I	C
Safety Performance Monitoring	A	C	R		R	C	I	C	C
Safety Policy	A	C	C	C	R	C	I	I	C
Safety Rules Compliance Program	A		R		C	C		C	
Security Committee	A			C	C				R
SMS Documentation and Retention	A		C	C	R	C	I	I	
Transit Asset Management	A	R	C	C	C	C	I		
Waste Water Abatement Program	A	C	R	R	C	C	I		

Figure 10 - Safety Accountabilities and Responsibilities Matrix



2.2.5 Agency Safety Committees

MDOT MTA's SMS is dependent on strong intra-agency communication about safety hazards and risk. Safety Committees are an effective tool to help facilitate the identification of hazards, discuss potential risk mitigation actions to resolve safety issues, and distribute safety information. The MDOT MTA's standing Safety Committees are:

- Risk Review Committee
- Risk Management Work Group
- Modal Safety Committees (Bus and Mobility, Light Rail, Metro, MARC/Commuter Bus)
- SMS Ambassadors Committee
- Safety Rules Compliance Program Committee
- Worker's Compensation Safety Task Force

In addition to the standing committees listed above, MDOT MTA will form safety committees that are required to support the safety development, engineering, and construction of major capital projects on a project-by-project basis. These ad hoc committees will be organized and carry out the functions described in FTA Circular 5800.1, "Safety and Security Management Guidance for Major Capital Projects." These committees include:

- Fire/Life Safety Committee
- Safety and Security Certification Committee
- Safety and Security Operations Review Committee

Figure 11 illustrates how safety-related data that is collected from a variety of sources is elevated from modally- or functionally-based safety committees to higher levels of management review, depending upon the level of risk represented by the data or other safety information.

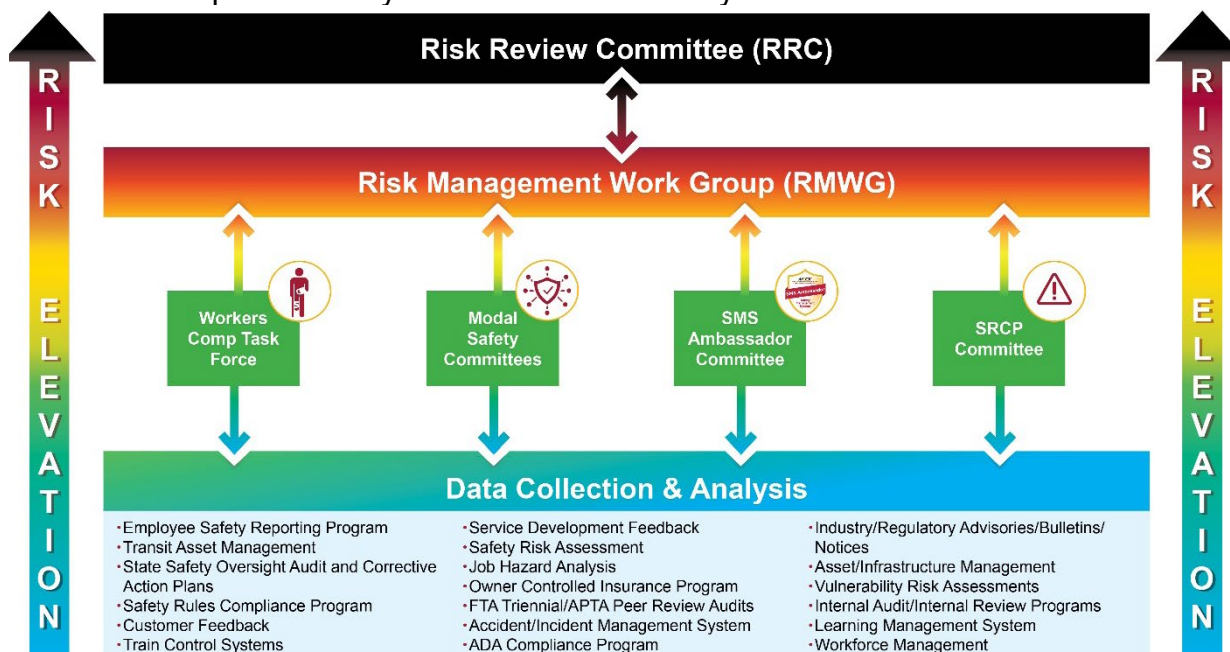


Figure 11 - MDOT MTA Safety Committee Risk Elevation Process



2.2.5.1 Safety Committee Organization

The following subsection describes how MDOT MTA Safety Committees are organized, who may participate, what training is required, and how agency employees can participate in the Safety Committee process.

2.2.5.1.1 Safety Committee Officers and Representatives

Each committee will have a Chairperson. The Chairperson will be responsible and accountable for conducting meetings, establishing an agenda, and selecting the time and place of the meeting. Meeting minutes shall be recorded and retained electronically for a minimum of three years. Each committee will include a member of the Office of Safety. All members of the committee are responsible for reporting employee concerns and hazards, providing recommendations to mitigate hazards, and participating in facility inspections.

2.2.5.1.2 Safety Committee Membership

Safety Committees include management, employees, an Office of Safety representative, and employee representatives. MDOT MTA executive management may appoint persons to any safety committee.

2.2.5.1.3 Safety Committee Member Training

All members of MDOT MTA Safety Committees will be trained in hazard identification and fundamental safety risk management principles through the SMS Level 1 – Basics training course described in Section 5.2, Competencies and Training.

2.2.5.1.4 Elevation of Risk and Conducting Inspections

The Committee may elect to bring issues to the attention of the board-level Risk Review Committee (RRC). All safety risks that have been assessed at a “High” or “Serious” risk level must be elevated to the RRC. Facility and systems inspections may be conducted instead of a regular committee meeting. All members of a Safety Committee may participate on the inspection team.

2.2.5.1.5 Employee Involvement and Informing Safety Committees About Hazards

Employees may, verbally or in writing, share a safety/security concern with a Safety Committee member who will bring the concern to the attention of the relevant Modal Safety Committee, Risk Management Work Group, or the Risk Review Committee, as appropriate. Any Safety Committee member can bring employee concerns to the Safety Committee. If the Committee members believes that an employee concern has identified a hazard that might result in immediate injury, he/she may:

- Notify their Lead/Supervisor, local Safety Representative, or a member of the Office of Safety
- Make a confidential hazard report through the Safety Hotline phone system (844-MTA-SAFE, or 844-682-7233)
- Send an email detailing their safety concern to ReportAllHazards@mdot.maryland.gov

2.2.5.2 Standing MDOT MTA Safety Committees

The following safety committees are standing committees that meet on a regular basis.

2.2.5.2.1 Risk Review Committee

The Risk Review Committee (RRC) is the MDOT MTA's highest-level safety committee, chaired by the MDOT MTA Administrator. The committee is alternately chaired by the Chief Safety Officer. The RRC is comprised of the MDOT MTA executives and senior leadership team representing all offices.



The RRC meets quarterly to review reports on safety, accident trends, major accidents, urgent/safety critical concerns or hazards, internal/external audit findings, certification recommendations, items referred from the Risk Management Work Group (RMWG) and other items of concern to the RRC for comment, direction, resolution, and execution. All risks that have been assessed at Risk Priority 1 or 2 must be referred to the RRC, as well as unresolved internal or external safety audit results that have taken too long to close, or safety mitigations that will require additional budgetary resources. Minutes are maintained and disseminated to members of the committee. Results of these meetings will be communicated with the MDOT MTA through SMS monthly and/or quarterly publications.

2.2.5.2.2 Risk Management Work Group

The Risk Management Work Group (RMWG) is a high-level SMS review and coordination committee overseeing ongoing safety and security efforts within the MDOT MTA. The committee is chaired by the SMS Manager, and alternately chaired by the Deputy Chief Safety Officers. The RMWG comprises of the SMS Manager/Deputy CSOs, and senior leaders representing bus and rail modes, and operations support. The RMWG promotes safety within the MDOT MTA through monthly findings using results from their committee meetings. The findings are communicated through safety messages, safety posters, and involving MDOT MTA employees by rewarding positive acts of safety and health, including ideas.

2.2.5.2.3 Modal Safety Committees

Each MDOT MTA transportation mode has a standing Modal Safety Committee. The Modal Safety Committees coordinate on-going safety efforts within the operations, facilities, and maintenance departments of the bus and rail systems. They meet monthly to update and mitigate hazards within their facilities, and on their systems. Modal Safety Committees are usually chaired by the modal safety officer from the Office of Safety.

Other members of the Modal Safety Committee may include managers within the division/group, MTA Transit Police, and employees from the following areas: bus operators, bus maintenance workers, facilities maintenance workers and any other unique area (i.e., Maintenance of Way). Union employees may serve as safety representatives from the ranks of a department, voicing safety concerns to the Modal Safety Committee. Modal Safety Committees are also empowered to form task-based working groups as needed for the various shops, groups, locations, and/or divisions.

2.2.5.2.4 SMS Ambassador Committee

The purpose of MDOT MTA's SMS Ambassador Committee is to bring management, employees, and employee representatives together to achieve and maintain an effective and robust SMS throughout all MDOT MTA operations. The SMS Ambassador Committee is comprised of the MDOT MTA SMS Ambassadors, the SMS Manager, and other interested employees and contractors. The SMS Ambassador Committee meets monthly to assist the Office of Safety in fully implementing SMS in all divisions and departments of the agency.

2.2.5.2.5 Safety Rules Compliance Program Committee

The Safety Rules Compliance Program (SRCP) Committee is composed of representatives of bus operations, rail operations, maintenance, trainers, union representatives and two representatives from the Office of Safety. The SRCP results are shared at the RRC. Additionally, all accidents are reviewed and discussed, with respect to preventability and safety rules compliance. Any safety deficiencies or hazards noted is referred to the party responsible for assessment and mitigation. This could include referral to the RMWG, one of the other applicable Safety Committees, or a specific department. Any issues with the actions of an Operator are also referred to the Office of Training to note in training development.



2.2.5.2.6 Worker's Compensation Safety Task Force

The Worker's Compensation Safety Task Force comprises members of the Office of Safety, a State Employee Risk Management Administration (SERMA) safety consultant, and the MDOT MTA dedicated Claims Supervisor from the agency's Third-Party Administrator (TPA). The Worker's Compensation Safety Task Force identifies trends and reviews resource utilization, communication channels, and the coordination and implementation of best practices.

Additionally, Office of Safety, Office of Training and Development, and Bus Operations staff meet weekly with our TPA claims staff and TPA legal to review Closed-Circuit Television (CCTV) footage to determine claim compensability, training, and disciplinary actions for each claim incident reviewed.

2.2.5.3 Major Capital Project Safety Committees

The following two MDOT MTA committees are established on an as-needed basis when a large capital project is being planned, designed, and constructed.

2.2.5.3.1 Fire/Life Safety Committee

The purpose of the committee is to identify and work through issues related to agency matters relevant to fire protection and life safety concerns. The committee develops lists of potential issues related to fire and life safety and identifies mitigations and solutions to those problems/issues.

The committee is comprised of stakeholders affected by fire and life safety conditions, as well as assisted by members of the MDOT MTA Capital Projects and Emergency Management teams. These stakeholders may include representatives from the City of Baltimore, Baltimore City Police Department, Fire & Rescue, and the following MDOT MTA offices: Transit Police, Operations Support, Field Operations, Maintenance of Way, Rail Equipment Maintenance, Facilities Maintenance, Community Relations, Bus Transportation, and/or Rail Transportation.

2.2.5.3.2 Safety and Security Certification Committee

The purpose of the SSCC is to oversee the conduct of safety and security efforts for MDOT MTA capital projects. The SSCC oversees the SSCP and directs resolution of identified hazards. The SSCC is responsible for overseeing the design criteria conformance process. The SSCC discusses ongoing safety and security concerns; reviews and approves certification activities; and resolves issues among the project team and with the agency's executive leadership.

Members of the committee may include Project Manager(s), Operations Support, Engineering, an Office of Safety representative, MTA Transit Police, and Maintenance of Way, as determined appropriate to the type of capital project being built. The SSOA may be invited to attend on an as-needed basis. The committee reviews the project design and works with the Project Manager to identify and eliminate hazards and must approve the design before certification activities are undertaken.

2.2.5.3.3 Safety and Security Operations Review Committee

Before a new major capital project begins revenue service, all safety and security certification documentation should be reviewed to determine whether any outstanding items remain. A construction specification conformance process is used to verify that the as-built facilities and systems incorporate the safety and security-related requirements identified in the specifications and other contract documents. The Safety and Security Operations Review Committee (SSORC) oversees construction conformance and additional safety and security test requirements before revenue service begins.



2.2.5.3.4 Continuous Improvement Task Forces

Continuous Improvement Task Forces (CITF) are temporary teams of managers, supervisors, and frontline employees assembled at the request of the CSO to address specific safety and security issues. The teams are temporary, typically lasting several months; until the team actions are fully implemented. CITFs have addressed roadway worker protection, bus ergonomics, operator assaults, and rail rule book modifications.

2.3 Integration with Public Safety and Emergency Management

The guidelines for integration with public safety and emergency management officials for MDOT MTA are described in the Security Management Plan (SMP) filed with FTA, and the Department of Homeland Security (DHS), Transportation Security Administration (TSA). The MDOT MTA System Security and Emergency Management Plan (SSEPP) is considered sensitive security information (SSI) per 49 CFR 15 and 1520, with distribution controlled to only those with a need-to-know. The SSEPP complies with DHS guidance including the National Response Framework, National Incident Management System (NIMS), and National Preparedness Goal.

2.3.1 Inter-Departmental Coordination

For response to terrorism or natural disaster incidents, the MDOT MTA Maryland Transit Administration Police Force Continuity of Operations Plan (COOP) & Emergency Operations Plan (EOP) is based on partnerships with the Metropolitan Washington Council of Council of Governments National Capital Region Homeland Security Strategic Plan and Regional Emergency Coordination Plan, the Baltimore Metropolitan Council, and first-responder organizations of cities and counties throughout MDOT MTA's service area.

For traditional security functions as well as terrorism prevention, MDOT MTA's plans are based upon a formally-adopted policy of awareness, alert observation and reporting by all employees, especially front-line personnel, combined with effective responses by both MDOT MTA and first-responder law enforcement and emergency management organizations such as the Maryland Emergency Management Agency (MEMA). MDOT MTA riders are also asked to report suspicious behaviors or packages to employees or call 9-1-1 in the event of an incident. MDOT MTA Police works in partnership with Police and Sheriff's departments throughout MDOT MTA's service area for high responsiveness to calls for police assistance on the transit system, for application of the MDOT MTA Code throughout the MDOT MTA service area, and for effective criminal investigations and prosecutions.

In support of security awareness and reporting by transit system employees, MDOT MTA's design criteria for new service projects applies Crime Prevention Through Environmental Design (CPTED) principles and provides Closed-Circuit Television (CCTV) and other equipment throughout the system to enhance security.

Effective Emergency Management, response, coordination, and training are essential elements to minimize losses during the occurrence of an emergency or disastrous event. The overall objective of Emergency Management and planning is to ensure fast and efficient response to emergencies or disasters in a manner that minimizes risk to the safety and health of passengers, employees, and emergency response personnel as well as unnecessary property loss.

In order to meet this objective, the MDOT MTA has written comprehensive Emergency Operations Plans (EOPs) for the agency as a whole and for each of its modal operations (i.e., Metro Subway, Light Rail, MARC, Bus, and Mobility). These plans also include the involvement of many offices that



provide support functions such as MDOT MTA Media Relations, Police, Safety, Engineering, Human Resources, and Procurement. These plans establish the roles and responsibilities to be carried out by MDOT MTA personnel, as well as by various emergency response agencies during an emergency or disastrous event. The EOPs are supplemented by the comprehensive SSEPP, SOPs, EOPs, and the operating rules used by each mode. The following sections summarize key components of MDOT MTA's Emergency Management Program.

2.3.2 Inter-Agency Agreements and Coordination

Interagency agreements are necessary to ensure that all organizations understand their roles and responsibilities during disasters and emergencies. Although interagency agreements exist through Maryland State Law, various offices of the MDOT MTA have prepared and maintained interagency agreements between applicable organizations (e.g., MDOT MTA, local, county, and State police departments). These agreements:

- Identify the roles and responsibilities of each organization
- Identify the appropriate chain of authority
- Identify the necessary contact information

In addition to preparing these agreements, the Office of Safety conducts annual reviews to ensure this information remains accurate and up to date.

2.3.3 Coordination with Outside Organizations

Emergency Management personnel within the Office of Safety coordinate with various outside organizations and committees at the federal, state, and local levels in order to foster greater cooperation and align overall objectives concerning Emergency Management and response.

These organizations include:

- Federal Emergency Management Agency (FEMA) Region III, through the MEMA
- Federal Transit Administration
- Transportation Security Administration (in conjunction with MTA Transit Police)
- Metropolitan Washington Council of Governments (MWCOC) National Capital Region Transportation Emergency Management Committee (RESF-1)
- Local Jurisdiction's Local Emergency Planning Committee (LEPC)
- Baltimore Metropolitan Council Traffic Incident Management for the Baltimore Region (TIMBR) Committee
- Baltimore Metropolitan Council Transportation & Public Works Committee

2.3.4 Emergency Planning and Response

During emergencies and disasters, it is the policy of the MDOT MTA to provide the most effective and timely response to any emergency or disaster to ensure the safety of the general public, passengers, and employees. MDOT MTA will make provisions for the immediate needs of individuals involved in the emergency or disaster and ensure that all passengers, bystanders, and employees receive the appropriate care and treatment. During the emergencies, the agency will ensure that the highest practical level of service for all passengers is maintained by providing alternate or temporary service while striving to restore normal service and equipment. MDOT MTA has prescribed protocols regarding coordination with federal, state, and local authorities to make available additional or alternative transit



service as deemed necessary to support response efforts of these authorities. MDOT MTA's response will be consistent with the federally initiated NIMS and Incident Command System (ICS) adopted by federal, state, and local agencies. In addition, the agency will provide for the following:

- Ensure that customers, the public, and the media are presented with timely, accurate, and easily understandable information including information regarding service changes, disruptions, or re-routing
- Ensure protection and preservation of MDOT MTA assets
- Coordinate debris removal and clean-up activities with the appropriate local, state, and federal agencies. The Maryland Department of the Environment or EPA shall be contacted for incidents resulting in environmental impacts
- Conduct incident damage assessments to determine the resources necessary for recovery and the services that can be restored
- Assist in any subsequent accident/incident investigation process conducted by federal, state, or local authorities or agencies with regulatory authority including the NTSB, FRA, FTA, TSA, FBI, MDOT, or other appropriate agencies
- Document and maintain records of all disasters or emergencies

2.3.5 Preparedness

The MDOT MTA prepares for emergencies and disasters by establishing objectives, procedures, and resources for future emergency response efforts. This is done in part through this plan as well as through the SSEPP, SOPs, and EOPs of each mode. Each mode has a Continuity of Operations Plan (COOP) that allows for continued operations in the event of an emergency or significant event that would disrupt normal operations. While these documents may vary depending on the transportation mode for which they were developed and the type of event for which they have been written, all incorporate and address methods for event assessment, notification procedures, hazard control and incident scene security, and evacuation and emergency rescue assistance. These documents are reviewed annually and updated every three years or if an emergency event occurs that identifies a need for a change as well as after any emergency response effort in which they were used.

The MDOT MTA further prepares for emergencies and disasters through frequent and proper training of personnel and by conducting tabletop and functional exercises, emergency drills and simulations, and individual unit drills. Office of Safety or MDOT MTA Police, in cooperation with each Modal Manager and local emergency response agencies, has implemented a program for exercise drills and simulations. These activities involve "in-the-field" full-scale mock emergencies as well as tabletop drills and exercises. The MDOT MTA will strive to conduct exercises consistent with the Homeland Security Exercise and Evaluation Program (HSEEP) guidelines established by FEMA.

Emergency simulations differ from other exercises and drills in that they involve utilizing actual railway, trains, equipment, facilities, and personnel together to form a "full-scale" mock emergency. The purpose of these simulations is to demonstrate that personnel understand and carry out their individual roles and responsibilities during an emergency and are familiar with the equipment and layout. These simulations are typically conducted once per year and often involve more than one mode.

Discussion based exercises such as tabletop drills are typically conducted once per year to prepare MDOT MTA personnel and participating agencies' personnel for emergencies. These exercises involve presenting various emergency situations to teams of selected personnel from MDOT MTA as well as other applicable agencies with the purpose of allowing the teams to discuss the appropriate steps involved in resolving the accident/incident. The purpose of these drills is to ensure everyone understands



their roles and responsibilities during an emergency and to check that procedures are up to date with accurate information.

Functional exercises, full-scale exercises, and emergency drills are scheduled by the Deputy Chief Safety Officer – Emergency Management and Compliance in coordination with the individual MDOT MTA modes. The purpose of these drills is to assure that individuals clearly understand what steps they are required to perform during an emergency. The drills also give the MDOT MTA the opportunity to further train employees on appropriate response activities. Results of these drills will be fed back into the tabletop drills for modifications to response activities, if necessary. Typical drills may include operators assisting passengers in de-boarding; MDOT MTA Police crowd control during an emergency; and OCC personnel responding to Operator-initiated emergency call-ins. These drills may also include personnel from external law enforcement agencies.

The execution of these activities functions as part of MDOT MTA's Internal Safety Review Process and serves to evaluate the emergency response capabilities and procedures of all involved parties. Likely scenarios are acted out to demonstrate and train MDOT MTA personnel and emergency response personnel. They are also conducted to ensure all personnel and emergency response personnel are aware of their individual roles and responsibilities. After action reports are prepared to capture lessons learned and any corrective actions that need to be implemented upon completion of full-scale exercises and emergency drills. Findings generated through these activities are documented, and corrective actions are developed and tracked through completion.

2.3.6 Response

The response phase of emergency management puts the planned emergency activities, responsibilities, and agreements into effect. EOPs, SOPs, and Interagency agreements (as provided through Maryland State Law) are currently in place and have been written to ensure that when an emergency or disaster occurs, MDOT MTA offices and first response agencies and organizations will break down their areas of responsibility into manageable units, assess what has happened, what can be done, and what is needed. This information is communicated to all necessary parties and sent by whatever means available to the MDOT MTA Administrator. Response efforts focus on the preservation of lives concurrent with incident stabilization activities. These activities are conducted consistent with NIMS/ICS and will often require teamwork with other State and local emergency response agencies.

The MDOT MTA Critical Incident Response Team (CIRT) SOP describes the process the agency utilizes in the event of a critical incident, disaster, or catastrophe that has widespread impacts to MDOT MTA services or to the safety of employees, contractors, passengers, and the general public. The CIRT process is under the responsibility of the CSO. For the purposes of the CIRT SOP, a critical incident is an occurrence that results in property damage, deaths, or injuries to MDOT MTA employees, contractors, passengers, the general public, facilities, or a condition, situation, or occurrence of a serious nature that develops suddenly and unexpectedly and demands immediate attention. The primary purpose of the CIRT SOP is to quickly develop recommendations from senior MDOT MTA leadership about if and when public transportation services are to be suspended, why they should be suspended, and to offer mitigation options.

2.3.7 Recovery

The recovery phase of emergency management includes the restoration of normal services and conditions and the assessment and documentation of emergency response operations. Depending on the nature and severity of the event and its aftermath, restoration of normal services and conditions are dependent upon other recovery activities. The MDOT MTA Master COOP provides the framework for the agency to restore its essential functions in the event of an emergency that affects its operations, including loss of access to a facility (as in a fire); loss of services due to a reduced workforce (as in a



pandemic); and loss of infrastructure services due to equipment or systems failure (as in an information technology systems failure). The COOP also addresses reconstitution, the process to return the organization to fully functioning capability.

2.3.8 Notification

It is the responsibility of all MDOT MTA personnel to understand the requirements for proper notification when an emergency or disaster occurs. To minimize and control the threat to health, life, and property, it is essential that all appropriate parties be notified as quickly as possible to ensure a timely response to the disaster or emergency.

Emergencies and disasters affecting the MDOT MTA can be both internal, such as in the case of a vehicle fire or passenger injury, and external, such as in the case of a natural disaster or mass evacuation of population centers such as the City of Baltimore. Likewise, the declaration of emergencies and disasters can be both internal and external. Internal declarations most frequently occur at the modal or operational level and typically follow a bottom to top notification process where the initial assessment and declaration of an emergency or disaster is made by a vehicle operator or other employee(s). These individuals notify and communicate all necessary information pertaining to the emergency event to their OCC or Supervisor, which in turn notifies the appropriate departments, personnel, emergency response agencies, and upper management including the MDOT MTA Administrator.

External declarations come from an outside party such as MDOT, MEMA, FEMA, the Governor's office, etc. This type of declaration typically results in a top to bottom notification process, during which the MDOT MTA Administrator and Office of Safety receive notification from an outside agency or party that a disaster or emergency event has occurred. The Administrator then coordinates with the Chief Operations Officer (COO), and other appropriate managers regarding the role the MDOT MTA will play in the response. The COO provides the OCCs with an initial report, followed by hourly updates, regarding the event and any changing conditions.

When a determination is made that an emergency exists, all MDOT MTA employees adhere to the guidelines established in current operating rules and procedures and EOPs. If guidance and instruction from the appropriate parties is not available, employees are expected to follow the established chain of authority and apply sound judgment. The MDOT MTA has acquired Federal Government Emergency Telecommunications Service Cards (GETS Cards) for key management personnel to have the ability to communicate during regional emergencies.

2.3.9 Emergency Management Team Meetings

Emergency management meetings are conducted quarterly with a team member from the Office of Safety, MTA Transit Police, and each modal group. Fire and Life Safety committee meetings are scheduled on an as-needed basis to discuss emergency management initiatives and each mode sends representatives to attend. Emergency Management training is further explained in the EOP. Modal operations supervisors are involved in the planning and coordinating of emergency activities at these emergency management team meetings. Emergency response organizations are informed of the modal system and important fire/life safety features. These meetings provide an informational forum and interface to address emergency concerns. Meetings with external agencies are coordinated for training, information, exercising, and to provide familiarization training for local first responders. Exercises, types of training, reports, and schedule are also explained within the EOP.



2.4 SMS Documentation and Records

2.4.1 MDOT MTA PTASP Review and Updates

The PTASP is a living document that is reviewed during the year and officially released in January of each year. The schedule for review and update is as follows:

PTASP Update Tasks and Schedule

PROCESS TASK	TIMELINE	DESCRIPTION
Content Gathering	June - July	Review existing policies, procedures, bulletins, and presentations noting possible areas of change in areas such as Standard Practices and State and Federal regulations. Communicate with stakeholders and subject matter experts to gather any existing material and review knowledge areas.
Create First Draft	August	Based on the information provided during the Content Gathering phase, a revised first draft of the PTASP is created.
Review First Draft with Content Providers	September	Document is reviewed by MDOT MTA Office of Safety content providers. The First Draft (Draft 1) review serves two (2) purposes. <ol style="list-style-type: none"> 1 Staff can note specific changes in the existing document. 2 Identify specific areas that will require updates and/or must be created as new.
Create Second Draft	October	Based on the first draft review changes, the Office of Safety will make edits and produce the PTASP Draft 2.
Conduct Reviews	November - December	Provide the second draft to stakeholders for review. All changes and are documented and action items are assigned as needed. Draft 2 is shared with Agency Directors during this phase, which provides opportunity for review, changes, and concurrence.
Create Final Draft	January	All issues and reviews to date are resolved and the documentation is edited for a final time. A concurrence form is prepared to route to the appropriate Agency Directors for sign-off.
Conduct SSOA Acceptance Review	February	Prior to final delivery, the final draft document is provided for Acceptance Review by the SSOA.
Final Changes and Signature	Final week of February	Present final document to the Accountable Executive for approval and signature.
Delivery to SSOA	March 1	Provide final document to the SSOA, as required in the Program Standard.

Figure 12 - PTASP Update Tasks and Schedule

The focus of the annual review is to:

- Evaluate current safety initiatives for appropriateness
- Refine and improve ongoing safety activities



- Identify new initiatives, which may be required to improve safety performance or the SMS
- Define organizational responsibility for accomplishing safety related tasks
- Incorporate organizational, operational, or legislative changes

Reviews may be needed in addition to the annual review due to major system changes such as:

- Rail system extensions or major bus route modification
- New construction or modification of existing vehicles, infrastructure, facilities, or system equipment
- Significant changes to operational practices
- Changes to oversight regulations
- Significant negative safety events or experiences

2.4.2 Safety and Security Plan Documentation and Retention

The MDOT MTA PTASP, System Security and Emergency Preparedness Plan (SSEPP), and the Emergency Operations Plan (EOP) seek to take proactive measures to implement preventive actions to minimize the potential for undesirable outcomes to MDOT MTA operations and the public.

Emergency management plans have been developed for MDOT MTA and are part of the MDOT MTA Master Emergency Operations Plan (MEOP). Each mode within MDOT MTA has the requirement to develop their specific emergency response procedures. These plans detail activities and responsibilities for MDOT MTA personnel and are the responsibility of affected personnel, CSO and Administrator. The MDOT MTA MEOP is reviewed annually and updated as needed. The CSO is accountable to senior management for the accuracy and timeliness of all PTASP, SSEPP and EOP updates approvals and distribution.

The MDOT MTA SSEPP details the security program for MDOT MTA. This plan describes the system security and the threat and vulnerability management process employed by MDOT MTA Transit Police organization. This plan details how state and local law enforcement agencies and MDOT MTA Transit Police work together to provide for a secure transit environment. Involvement of MDOT MTA security managers and local law enforcement personnel is essential for a strong cooperative security effort.

The SSEPP is a controlled document that is applicable to all MDOT MTA employees, contractors, and visitors. (Note: The SSEPP is not distributed as it is a security sensitive document. It may be reviewed after an approved written request is made). All MDOT MTA safety and security documents and documents relevant to SMS development and implementation are housed in the agency's electronic document management system and will be retained for no less than three years. The plans are retained in accordance with the MDOT, Records Retention and Management Policy, Policy number "MDOT 043".



2.4.3 List of Agency Safety Plans, Directives, and SOPs

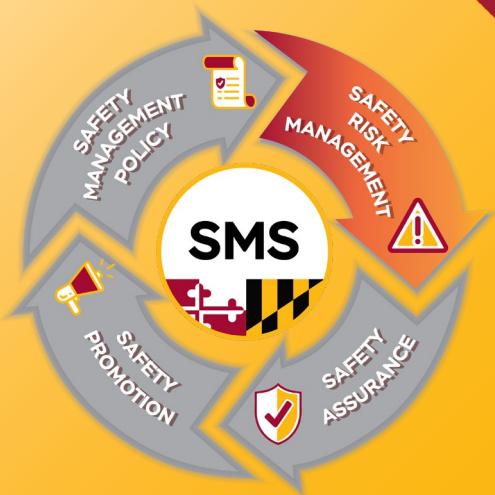
A reference listing of MDOT MTA Plans, SOPs, Directives, and Guidelines that augment the PTASP and address operational and occupational safety; federal, state, and local environmental policies; and system security requirements is provided below.

- Bulk Fluid Transfer Operations
- Configuration Management SOP (MTA-GP-04-01)
- Consolidated Plans
- Employee Safety Reporting Program Directive
- Guidelines for Elite Safe Operator and Maintainer Program
- Injury and Illness Prevention Plan (IIPP)
- Light Rail Fitness for Duty SOP
- Master Continuity of Operations Plan (COOP)
- MARC System Safety Program Plan (SSPP)
- Master Emergency Operations Plan (MEOP)
- MDOT MTA 6.11 Accident/Incident Investigation SOP
- MDOT MTA Bus CCTV Policies and Procedures
- MDOT MTA Contractor Safety and Health Plan Guidelines, 2011
- MDOT MTA 3074 Critical Incident Report Team SOP
- MDOT MTA Development of Standard Operating Procedures
- MDOT MTA 317.03 Hazardous Waste Management SOP
- MDOT MTA 4.2 Paint Spray Booth Operating Practices SOP
- MDOT MTA 3124 Protective Footwear Directive
- MDOT MTA 3011 Reflective Safety Apparel Directive
- MDOT MTA 1.11 Spill Prevention, Response, Cleanup and Reporting SOP
- MDOT MTA 3200 Substance Abuse Policy Education, Treatment and Program Directive
- Office of Safety Site Visit/Inspection/ Investigation Policy, 2012
- Policies and Procedure for Drivers of State Vehicles, 2010
- Policies and Procedure for Vehicle Fleet Management, 2005
- Quarterly Visual Stormwater Monitoring
- Rail Safety Oversight Program Standard (RSOPS)
- Safety Monitor Responsibilities
- Single Stream Recycling
- Smoke-Free Workplace Executive Order, 1992
- Stormwater Pollution Prevention Plan (SWPPP)
- System Modification Authorization Request
- System Modification Final Report
- System Modification Review and Approval Process
- Vehicle and Equipment Fueling
- Visits from Regulatory Agencies Memorandum, 2011

2.4.4 SMS Documentation Retention

In accordance with 49 CFR Part 673 Subpart D, MDOT MTA will maintain this PTASP and all referenced documents within this PTASP, as well as those documents related to the implementation of its Safety Management System (SMS), and results from SMS processes and activities for a minimum of three years after they are created. These documents are available upon request by the FTA or other Federal entity, or the SSOA.

SECTION 3: *Safety Risk Management (SRM)*



3. Safety Risk Management (SRM)



MDOT MTA’s Safety Risk Management program incorporates the management of risk in all elements of the agency’s systems, including all modes and addressing all stages of a system’s life cycle, from design through construction, operations, maintenance, and disposal. The three main subcomponents of Safety Risk Management (SRM) are: (1) safety hazard identification, (2) safety risk assessment, and (3) safety risk mitigation. An effective SRM program demonstrates continuous improvement, effectiveness of safety risk controls, and a level of safety performance that meets MDOT MTA safety management goals and objectives and regulatory requirements.

The SRM process is a vital component of a successful SMS. A successful SRM program is based on a proactive and systematic approach to change management (e.g., the Seven Triggers for Safety Risk Assessment), continuous improvement, and effectiveness of implemented safety controls. The three subcomponents of the SRM process are shown in the figure below.



Figure 13 - Safety Risk Management Process

3.1 Hazard Identification

The first step in the SRM process is to identify as many hazards as possible, real or potential, throughout the agency. Safety hazard identification is a continuous process that involves establishing methods or processes for capturing safety data for continuous improvement. While identifying every hazard is virtually impossible, an active employee safety reporting program and robust interdepartmental data collection can greatly increase the ability to eliminate hazards and reduce risk to an acceptable level. The figure below illustrates some of the many sources of hazard information that MDOT MTA collects and analyzes.



Figure 14 - MDOT MTA Agency Hazard Identification Sources

Below are some additional MDOT MTA hazard identification sources:

- Committee reviews
- Compliance programs
- Industry data and government sources (FTA, NTSB, SSOA)
- Inspection and audit results
- Internal safety investigations
- Maintenance reports
- OCC logs
- Operator/Operations observations
- Reports/Lessons Learned from drills and exercises
- Reports/Lessons Learned from emergency response
- Safety Certification hazard analyses
 - Preliminary Hazard Analyses (PHA)
 - Operational Hazard Assessment (OHA)
 - Failure Modes, Effects, and Criticality Analyses (FMECA)
 - Fault Tree Analyses



3.1.1. Hazard Reporting

The MDOT MTA Employee Safety Reporting Program (ESRP) directs the policies and procedures for the agency's non-punitive employee reporting system. There are multiple ways that MDOT MTA employees can report safety hazards, near misses, or other safety concerns:

- Notify your Lead/Supervisor, local Safety Representative, or a member of the Office of Safety
- Call the Safety Hotline 844-MTA-SAFE (844-682-7233)
- Formally submit a confidential report
- Email ReportAllHazards@mdot.maryland.gov (QR Code option auto populates the Report All Hazards email address)

Hazards or safety concerns identified by and received from passengers or the general public are normally communicated to the most immediately available MDOT MTA personnel or through the Transit Information Services (410-539-5000). Once the hazard is received, it is the responsibility of the MDOT MTA personnel or customer service representative to formally document the hazard or concern and make the necessary notifications.

3.1.2 Hazard Tracking

Hazard reports are submitted to the Office of Safety where they will be assessed and tracked in mode-specific Hazard Tracking Logs (HTLs) and stored in an electronic document management system. The HTLs are managed by the modal Safety Officer. Incidents and hazards can be tracked and analyzed for leading indicators for potential hazards and risk.

MDOT MTA is currently transitioning from its current hazard tracking platform to a software database where incidents and hazards can be tracked and analyzed for leading indicators of potential hazards and risks.

3.1.3 Hazard Identification Training

All MDOT MTA employees, contractors, and vendors are required to take the online learning module SMS Level 1 – Basics training, or that the course be taught to them via instructor-led training. SMS Level 1 – Basics training includes familiarization with SMS principles; describing the differences between a hazard, a consequence, and a risk; and explaining how MDOT MTA employees can report hazards or safety concerns all the while promoting agency-wide hazard identification and reporting. Hazards are an inevitable part of the MDOT MTA transit operations. Accessing safety information from many data sources increases the likelihood that hazards can be adequately identified, assessed, and mitigated.



3.2 Safety Risk Assessment

Identified hazards and their potential consequences are assessed to determine the level of risk and associated impact they may have on the system. Assessing risk has two major steps – assessing consequence(s) of the hazard (i.e., categorizing the severity) and assessing the likelihood of the consequence(s) (i.e., categorizing the probability).

Generally, the greater the probability of a consequence to cause injury or loss, the greater the risk, and subsequently the greater the need to eliminate the hazard or reduce the risk. The severity of the consequences the hazard may present must also be taken into consideration when assessing the risk level associated with the hazard. Commensurate to probability, as the severity of the hazard's consequences increase, so will the risk level; and again, so will the need to eliminate the hazard or reduce the risk.

The MDOT MTA Risk Assessment Process (RAP) is an SRM tool to help SMS Level 2 – Advanced trained personnel and/or the Office of Safety perform a safety risk assessment (SRA). Each identified hazard is examined to determine the conditions under which the hazard exists in order to choose the most applicable category within the RAP. The category provides criterion for determining the most credible consequence.

Although the depicted RAP has multiple categories, such as Security/Cyber and Customer/Brand/Reputation, that can be considered in a MDOT MTA agency wide RAP (i.e., Enterprise Level) including safety categories (Safety Event and/or Injury to Employee or Customer, Environment, and etc.), this document is only considering the safety categories within the RAP. The RAP lists what will trigger an SRA, and who can accept or approve the determined safety Risk Level.

3.2.1 Risk Assessment Triggers

MDOT MTA's RAP is initiated by the identification of a condition or action that “triggers” a safety risk assessment (found in Start Here of the RAP). These seven triggers are not hazards in and of themselves but can lead to potential consequences that present safety risk. The seven triggers are listed in the *What Triggers A Safety Risk Assessment* graphic, Figure 15. If uncertain whether an action or condition requires an SRA, contact the Office of Safety.

What Triggers A Safety Risk Assessment?

1. New Hazard Identified or Reported Through Employee Safety Reporting Program (ESRP)
2. New Procedures Developed/ Existing Procedure Revised
3. New Construction Project/ Existing Facility or System Modification
4. New Capital Acquisitions/ Modification to Equipment or Infrastructure
5. Proposed System Expansion/ New or Modified Routes
6. Asset Condition Risk Score Level of “High” or “Serious”
7. Ineffective Risk Controls Identified

Figure 15 - Seven SRA Triggers



3.2.2 Hazard Severity

Hazard severity is a subjective determination of the worst foreseeable, yet most credible consequence or outcome that can be anticipated to result from human error, design inadequacies, or component failure or malfunction. Each level of severity (Catastrophic, Critical, Major, Minor, or Negligible) is attributed through multiple descriptions of the consequences dependent on the hazard category (e.g., injury, environment, financial, emergency, etc.). The levels of severity (found in Step 1 of the RAP) for the following safety categories are defined in Figure 16 – Five Safety Categories and Five Levels of Severity.

Figure 16 - Five Safety Categories and Five Levels of Severity

Safety Severity Category	Catastrophic (I)
Safety Event and/or Injury to Employee or Customer	Could result in death, permanent total disability
Environment	Irreversible severe environmental damage that violates law or regulation
Financial	Loss exceeds \$1 million
Emergency/ Resiliency	Catastrophic failure of a major element or segment of the public transportation system from natural disaster (flood, hurricane, etc.) or infrastructure failure/damage / Inability to continue or restore basic service for 15 days or longer to fulfill continuity of operations as TBU / Excessive or extended weather
Operations/ Service Delivery	Total loss of equipment or system interruption, requiring months to repair / catastrophic change to normal operations (by Mode) / catastrophic change to OTP Goal (by Mode)

Safety Severity Category	Critical (II)
Safety Event and/or Injury to Employee or Customer	Could result in permanent total disability, serious injuries or occupational illnesses that may result in hospitalization of 2 or more persons
Environment	Reversible environmental damage that violates law or regulation
Financial	Loss exceeds \$200,000, but less than \$1 million
Emergency/ Resiliency	Critical failure of a major element (safety critical) or segment of the public transportation system from natural disaster (flood, hurricane, etc.) or infrastructure failure/damage / other disasters (fires, damage to facilities, roads, and utilities) affecting multiple modes / Inability to continue or restore basic service within 15 days to fulfill continuity of operations as TBU
Operations/ Service Delivery	Significant loss of equipment or system interruption, requiring weeks to repair / critical change to normal operations (by Mode) / critical change to OTP Goal (by Mode)



Safety Severity Category	Major (III)
Safety Event and/or Injury to Employee or Customer	Could result in injury or occupational illness resulting in one or more lost workdays
Environment	Mitigatable environmental damage without violation of law or regulation where restoration activities can be accomplished
Financial	Loss exceeds \$25,000, but less than \$200,000
Emergency/ Resiliency	Hazmat/chemical release, evacuations, quarantine of buildings/surrounding areas (e.g., health, protest, or other demonstration) or severe weather conditions affecting one or more modes for a few days / Inability to restore full service or continue basic service within 5 days to fulfill continuity of operations as TBU
Operations/ Service Delivery	Some loss of equipment or system interruption, requiring seven or less days to repair / major change to normal operations (by Mode) / major change to OTP Goal (by Mode)

Safety Severity Category	Minor (IV)
Safety Event and/or Injury to Employee or Customer	Could result in injury or illness not resulting in a lost work day
Environment	Minimal environmental damage not violating law or regulation
Financial	Loss exceeds \$2,000, but less than \$25,000
Emergency/ Resiliency	Inclement weather affecting one or more mode, damaged infrastructure (e.g., Road blockage/closed bridge/tunnel) affecting peak revenue service / Inability to restore full service within 48 hours to fulfill continuity of operations as TBU
Operations/ Service Delivery	Some loss of equipment, no system interruption, less than 24 hours to repair / minor change to normal operations (by Mode) / minor change to OTP Goal (by Mode)

Safety Severity Category	Negligible (V)
Safety Event and/or Injury to Employee or Customer	Injury Not Likely
Environment	Negligible environmental damage not violating MDOT MTA SOP's
Financial	Loss exceeds \$1, but less than \$2,000
Emergency/ Resiliency	Police activity or other disturbance temporarily disrupting revenue service for any mode / Inability to provide full service but able to continue basic services to fulfill continuity of operations as TBU
Operations/ Service Delivery	Minor damage to equipment no system interruption, no immediate repair necessary / Insignificant change to normal operations (by Mode) / Insignificant change to OTP Goal (by Mode)



3.2.3 Hazard Probability

Hazard probability is described quantitatively and qualitatively in potential occurrences (e.g., per units of time). A hazard probability may be derived from the analysis of transit system operating experience, evaluation of the MDOT MTA safety data resources, or from historical safety data from other transit systems. Each level of probability is attributed through multiple descriptions of the consequence's occurrence. The levels of probability (found in Step 2 of the RAP) are defined below.

Probability Levels		
Probability Level		Individual Item
Frequent	A	Likely to occur often in the life of an item. Consequence may occur 26 or more events a year.
Probable	B	Will occur several times in the life an item. Consequence may occur 13 to 25 times a year.
Occasional	C	Likely to occur sometime in the life of an item. Consequence may occur 6 to 12 times a year, or less than 24 events per 5 years.
Remote	D	Unlikely, but possible to occur in the life of an item. Consequence may occur 1 to 5 times a year, or less than 10 times per 10 years.
Improbable	E	So unlikely, it can be assumed occurrence may not be experienced. Consequence may occur 1 time in 25 years.
Eliminated	F	Incapable of occurrence within the life of an item. This probability is used when the initial risk has been mitigated and the residual risk is Eliminated.

Figure 17 - Hazard Probability Levels

3.2.4 Assessing Risk

When assessing risk, emphasis is placed on the worst foreseeable, but most credible consequence or outcome. If we are using agency historical data (quantitative) or subject matter expert opinion (qualitative), the condition must always be credible. The severity or impact of a consequence occurring is classified as: **Catastrophic, Critical, Major, Minor, or Negligible**.

Assessing risk probability involves an assessment of the potential likelihood of the consequence occurring. The probability of a consequence occurring is classified as: **Frequent, Probable, Occasional, Remote, Improbable, or Eliminated**, if the hazard has been removed.

To determine or quantify the risk probability, MDOT MTA uses qualitative data (data from subject matter expert opinion) or quantitative data (agency historical data). The probability can be more accurately predicted by using more data concerning the hazard and previous occurrences. Final determination of the probability and severity ratings must consider any existing mitigations.



3.2.5 Determining Risk Value, Risk Level, and Risk Priority

Risk Value and Risk Level are both the outcome or combination of both the Severity and Probability of the Hazard consequence assessment but are represented differently within the matrix. The Risk Value and Risk Level are located at the intersection of the identified severity and probability (found in Step 3 of the RAP). Risk Levels are categorized as: **High, Serious, Medium, Low, or Negligible**. Risk Values are categorized as: One through twenty-five (1-25). Multiple Risk Values can be merged into a single Risk Level. For example, Risk Level Medium encompasses nine Risk Values (7-15), see the matrix below.

STEP 3 - Determine Risk Level/Value at the intersection of the selected Severity and Probability Levels				
Catastrophic (I)	Critical (II)	Major (III)	Minor (IV)	Negligible (V)
1 High	3 High	5 Serious	8 Medium	10 Medium
2 High	4 Serious	12 Medium	14 Medium	17 Low
4 Serious	11 Medium	15 Medium	19 Low	21 Low
7 Medium	13 Medium	18 Low	22 Negligible	24 Negligible
9 Medium	16 Low	20 Low	23 Negligible	25 Negligible

Figure 18 - Example of the Medium Risk Level encompassing nine (9) Risk Values

Both Risk Value and Risk Level each has a corresponding Risk Priority and a Risk Acceptance and Approval Level that signifies a required action that needs to be taken. For example, Risk Level High has a Risk Priority of One (1) that equates to a *Not Acceptable* risk that must be addressed according to the guidelines set forth in the Risk Acceptance and Approval matrix (found in Step 4 of the RAP). *Generally, Not Acceptable* risks (Risk Level Serious) should be mitigated to as low as reasonably practical but can be accepted with executive management review by the MDOT MTA Administrator or Chief Safety Officer.

3.2.6 Ranking Risk and Assigning Risk Acceptance/Approval Level

Following the risk assessment, risks shall be ranked so they can be addressed in a systematic prioritized manner. The most straightforward ranking of risk is by the Risk Value (1-25) and Risk Level (High - Negligible). The prioritized effort to mitigate hazards to as low as reasonably practical will depend on budget, time, and expertise. Medium Risk may be more easily mitigated, but the emphasis on eliminating or reducing Serious Risk should not be disregarded due to budget constraints or by mitigation difficulties.

Safety hazards that have been identified must be controlled or eliminated so that the hazard does not continue to pose a danger. The controls may be done in a temporary manner until a long-term mitigation plan is implemented. Regardless of whether the controls implemented are short-term or long-term mitigations, monitoring and measuring for effectiveness is a necessary Safety Assurance action. All measures taken to control risks/hazards are recorded in the HTL by the Office of Safety.

Dependent on the risk ranking of the hazards' severity and likelihood, a multi-departmental team may be established to analyze and control these risks/hazards. The team should, at least, be comprised of the following personnel:

- Subject matter expert (SME) for the system
- Front line personnel and supervisors
- SSOA participation is encouraged
- Safety staff, as support



Select MDOT MTA personnel will be designated and authorized to assess, mitigate, accept, and approve risk. This is an awesome responsibility of being held accountable to the accuracy of the assessment, the implementation of a mitigation plan, and the approval and acceptance of risk that will affect the safety of the agency. With concurrence from the Office of Safety according to the SRA processes, only the following personnel can accept/approve risk: MDOT MTA Administrator, Chief Safety Officer (CSO), Departmental Director Level, Deputy Chief Safety Officer, and SMS Level 2 trained. As shown in Figure 19 - Ranking Risk and Risk Acceptance/Approval Level index below, the higher the risk, the rank of the accepting/approving personnel increases. For example, SMS Level 2 trained personnel can accept and approve Low and Negligible Risk Levels, but only the Administrator or CSO can approve and accept a High Risk Level.

Risk Value	Risk Level	Risk Priority	Action Taken	Acceptance / Approval Level
1-3	High	1	<p>Not acceptable</p> <ul style="list-style-type: none"> •Operations/activity must be discontinued in a manner that does not place individual(s) at greater risk •Operations/activity must not begin or continue until the mitigation plan is approved, or the risk is accepted •Must be investigated to identify root causes •Risk must be monitored •Reportable to MDOT Rail Safety Oversight Agency (if rail-related) 	<p>Administrator / CSO Review and approve mitigation plan(s)</p>
4-6	Serious	2	<p>Generally not acceptable</p> <ul style="list-style-type: none"> •Mitigate risk as quickly as possible and to as low as reasonably practical (ALARP), or accept risk •Must investigate to identify root causes •Risk must be monitored •Reportable to MDOT Rail Safety Oversight Agency (if rail-related) 	<p>Administrator / CSO Review and approve mitigation plan(s), or Accept risk</p>
7-15	Medium	3	<p>Acceptable</p> <ul style="list-style-type: none"> •Mitigate risk to as low as reasonably practical (ALARP), or accept risk •Investigate to identify root causes •Risk must be monitored 	<p>Director Level / Dep. CSO (or higher) Review and approve mitigation plan(s), or Accept risk</p>
16-21	Low	4	<p>Acceptable</p> <ul style="list-style-type: none"> •Risk is acceptable without mitigation •Continued monitoring is required 	<p>SMS Level 2 trained Review and approve mitigation plan(s), or Accept risk</p>
22-25	Negligible	5	<p>Acceptable</p> <ul style="list-style-type: none"> •Risk is acceptable as is without further mitigation or monitoring 	<p>SMS Level 2 trained Accept risk</p>

Figure 19 - Ranking Risk and Risk Acceptance/Approval Level Index



3.2.7 The MDOT MTA Risk Assessment Process (RAP)

The two matrices below (Figure 21 and Figure 22) are the MDOT MTA Risk Assessment Process, also referred to as the “RAP”. The RAP is an SRM tool that is distributed to and used by select personnel who are granted the authority to assess, accept, and approve risks. The RAP is the foundation for the SMS Level 2 – Advanced training and only those who are SMS Level 2 trained can conduct a safety risk assessment (SRA); this is to ensure that personnel are qualified and using a consistent methodology.

With the ease of use and assistance of the standardized RAP, assessing risk should not be so difficult that regular proactive hazard identification and risk assessments are not being conducted. A risk assessment can be conducted for many reasons; however, a safety risk assessment can start with personnel questioning MDOT MTA activities and subsequently identifying one or more of the seven triggers listed under the “Start Here” section of the RAP.

Conducting a RAP identifies Initial Risk, which is the first Risk Level determined, and Residual Risk from a subsequent assessment as required if the Initial Risk is High or Serious. Listed below are basic steps for the RAP and the steps for submitting a Safety Risk Assessment (SRA) Form to Safety, see Figure 20 - Risk Assessment Flowchart. As necessary, both Initial and Residual Risk is required to be listed on the SRA form. The Office of Safety reviews all SRA forms and has the final authorization to approve or deny the acceptance or mitigation of the identified risks.



Follow the RAP steps in the Risk Assessment Flowchart to determine Risk Value, Risk Level, and Acceptance/Approval Levels.

1. Assess Severity of the Consequence
2. Assess Probability of the Consequence
3. Determine Risk Value and Risk Level at the intersection of the selected Severity and Probability Levels chosen during RAP Step 1 and Step 2
4. Record the Initial Risk (determined Risk Value and Risk Level from the first risk assessment) on the Safety Risk Assessment (SRA) Form
5. If the initial risk is High or Serious, immediately implement short-term mitigation to prevent imminent harm and notify Safety immediately
6. Determine the appropriate Acceptance/Approval Level personnel based on the Risk Value and Risk Level as determined from RAP Step 3
7. Perform the required Action Taken for the assigned level and notify the appropriate MDOT MTA personnel per RAP Step 4
8. Acceptance/Approval personnel will:
 - a. Accept – submit SRA to Safety for review and accept/decline
 - b. Mitigate – develop a mitigation plan
9. Use proposed controls/mitigation listed in the Plan to determine Residual Risk by performing another Risk Assessment
10. Submit the completed SRA form to the Office of Safety for review
11. Safety will either accept or decline the mitigation plan and/or the SRA
12. Safety declines – develop a new Plan and repeat the RAP
13. Safety accepts - the Plan can be implemented
14. Continuous monitoring of controls/mitigation for effectiveness is established in the SRA

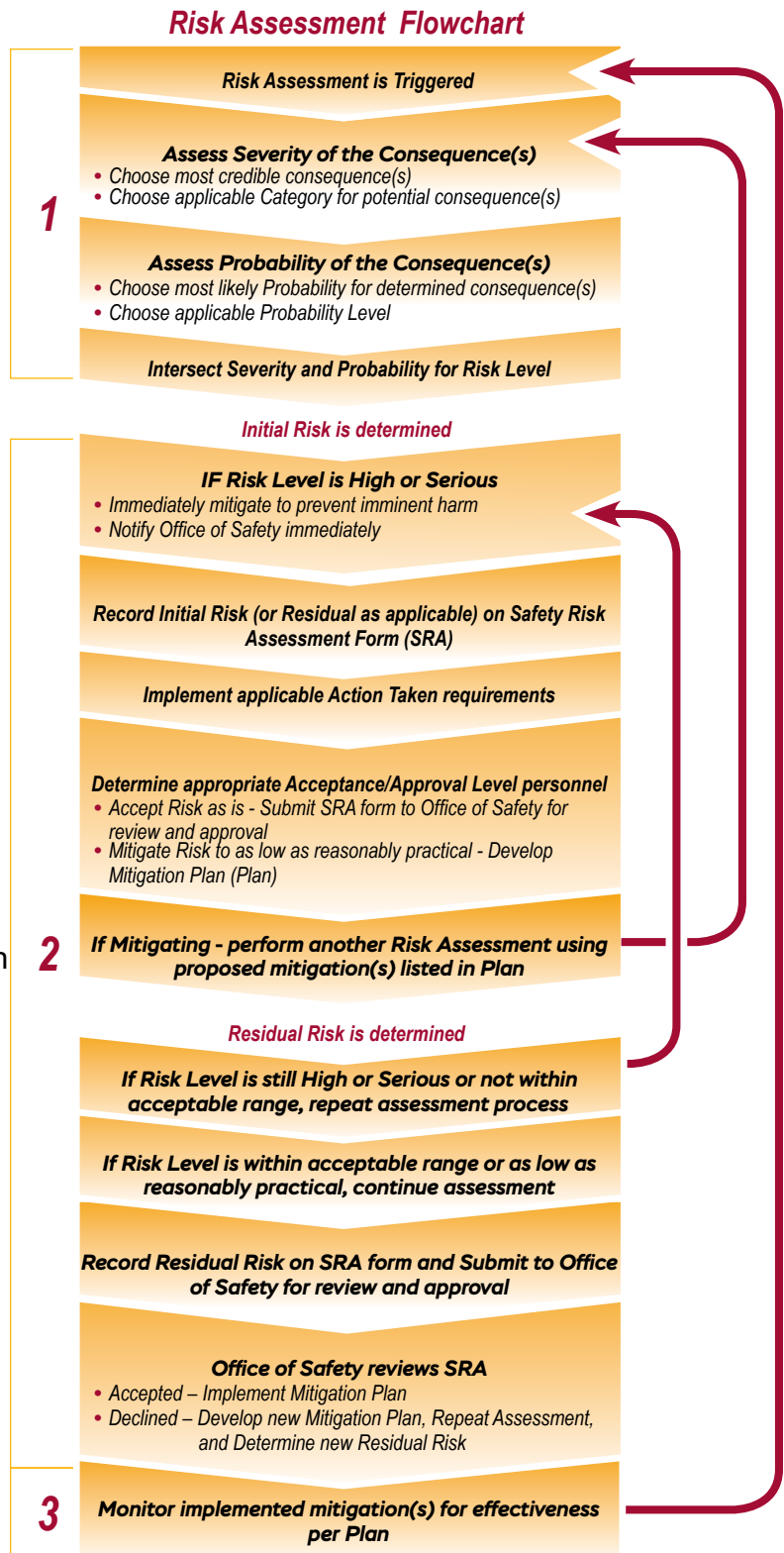


Figure 20 - Risk Assessment Flowchart



MDOT MTA RISK ASSESSMENT PROCESS

MDOT MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION

START HERE

What Triggers A Safety Risk Assessment?

1. New Hazard Identified through Employee Safety Reporting Program (ESRP)
2. New Procedures Developed/ Existing Procedure Revised
3. New Construction Project/ Existing Facility or System Modification
4. New Capital Acquisitions/ Modification to Equipment or Infrastructure
5. Proposed System Expansion/ New or Modified Routes
6. Asset Condition Risk Score Level of "High" or "Serious"
7. Ineffective Risk Controls Identified

If any of these apply, proceed to STEP 1

STEP 1 - Assess Severity of the Consequence

A. Choose the most credible consequence to determine the severity level (I, II, III, IV, V)
B. Choose the most appropriate category (Safety, Environment, etc.)

Category	Catastrophic (I)	Critical (II)	Major (III)	Minor (IV)	Negligible (V)
Safety Event and/or Injury to Employees at Customer	Could result in death, permanent total disability	Could result in permanent total disability, serious injuries or occupational illnesses that may result in hospitalization of 2 or more persons	Could result in injury or occupational illness resulting in one or more lost workdays	Could result in injury or illness not resulting in a lost work day	Injury Not Labeled
Environment	Irreversible severe environmental damage that violates law or regulation	Reversible environmental damage that violates law or regulation	Negligible environmental damage without violation of law or regulation where restoration activities can be accomplished	Minimal environmental damage not violating law or regulation	Negligible environmental damage not violating MDOT MTA SOPs
Financial	Loss exceeds \$1 million	Loss exceeds \$200,000, but less than \$1 million	Loss exceeds \$25,000, but less than \$200,000	Loss exceeds \$2,000, but less than \$25,000	Loss exceeds \$100, but less than \$2,000
Emergency/ Resiliency	Catastrophic failure of a major element or segment of the public transportation system from natural causes (flood, hurricane, etc.) or infrastructure failure/damage / inability to continue or restore basic service for 15 days or longer to fulfill continuity of operations as TBU / Excessive or extended weather	Critical failure of a major element (safety critical) or segment of the public transportation system from natural disaster (flood, hurricane, etc.) or infrastructure failure/damage / other disasters (fires, damage to facilities, roads, and utilities) affecting multiple modes / inability to continue or restore basic service within 15 days to fulfill continuity of operations as TBU	Major failure/damage / other disasters (fires, damage to facilities, roads, and utilities) affecting multiple modes / inability to continue or restore basic service within 5 days to fulfill continuity of operations as TBU	Minor weather affecting one or more modes / damage to facilities (e.g. Road blockage/damage to bus/lane) affecting peak service / inability to restore full service within 8 hours to fulfill continuity of operations as TBU	Police activity or other disturbance temporarily disrupting revenue service for any mode / inability to provide full service, but able to continue basic services to fulfill continuity of operations as TBU
Operations/ Service Delivery	Total loss of equipment or system interruption, requiring months to repair / catastrophic change to normal operations (by Mode) / catastrophic change to OTP Goal (by Mode)	Significant loss of equipment or system interruption, requiring weeks to repair / critical change to normal operations (by Mode) / critical change to OTP Goal (by Mode)	Some loss of equipment or system interruption, requiring seven or less days to repair / major change to normal operations (by Mode) / major change to OTP Goal (by Mode)	Some loss of equipment, no system interruption, less than 24 hours to repair / minor change to normal operations (by Mode) / minor change to OTP Goal (by Mode)	Minor damage to equipment / no system interruption, no immediate repair necessary / insignificant change to normal operations (by Mode) / insignificant change to OTP Goal (by Mode)
Legal/ Regulatory (FRA, FTA, OSHA, COMAR)	Will result in significant litigation and/or fines and may involve debarment / will result in a severe/catastrophic breach (non-compliance) with regulation / legislation	May result in litigation requiring time to legal counsel to resolve liability and consequences / will result in a critical breach (non-compliance) with regulation / legislation	Would result in a serious issue requiring investigation and/or time to legal counsel / may require external counsel advice / will result in major non-compliance with regulation / legislation	Would result in more complex legal issues but these are able to be managed by in-house legal staff / may result in minor non-compliance with regulation / legislation	Issues arise but are able to be managed by routine procedures / would have negligible effect with compliance with regulation / legislation
Security/ Cycle	Intentional (domestic/international) catastrophic infiltration undermining the security of operations and assets / All IT service operations will be unavailable for days / breach of firewalls by virus or human action / loss of critical data	Serious disruptions or service outages at the agency affect individual access to systems, operations, or assets / Public operators severely disrupted for days / severe interference by virus or human action / loss of data	Willful stopping of a safety device or deliberate release of safety or security sensitive information, destruction of or unauthorized modification to property / Significant IT service (websites, email, etc.) operations unavailable for 3 hours or more / no loss of data	Local activity temporarily compromising / affecting the operations or assets / minimal disruption / severe unavailability for 3 hours or less / no loss of data	Individual occurrence of minor crimes/misconduct not impacting / responding not affecting operations, assets, or individuals / Minor IT issue easily handled by normal day to day processes
Customer/ Brand/ Reputation	Ongoing negative media coverage, catastrophic reputational damage, government intervention (weeks - months), excessive customer dissatisfaction	Prolonged negative media coverage, critical reputational damage, sustained government involvement (days - weeks), serious customer dissatisfaction	Adverse media / internal coverage, moderate reputational damage, government involvement, major customer dissatisfaction	Local media/internal coverage, minor reputational damage, minor customer dissatisfaction	No adverse media / internal coverage, negligible reputational damage, negligible customer dissatisfaction
Workforce/ Misconduct	Agency resource not available and a consultant / special service required at a prohibitive increase in time or money / catastrophic loss of staff that cannot be replaced / Involving severe discipline affecting operations, systems, or individuals	Agency resource not available and a consultant / special service required at a considerable increase in time or money / critical loss of staff that cannot be replaced / Involving severe discipline affecting operations, systems, or individuals	Over time, needed for more than 3 months or equivalent staff not available requiring a consultant / special service is an increase in cost / sudden minor personnel shortage / Willful modification of information causing limited disruptions affecting operations, systems, or individuals	Over time, needed for 3 months or a consultant / special service is required / temporary and minimal personnel shortage / Deviating from code of conduct or procedures that cause a disturbance in the culture or promotes unethical behavior	Over time needed for less than 3 months / Limited engagement in the safety of operations

STEP 2 Assess Probability of the Consequence

STEP 3 - Determine Risk Level/Value at the intersection of the selected Severity and Probability Levels

Probability Level	Catastrophic (I)	Critical (II)	Major (III)	Minor (IV)	Negligible (V)	
Likely to occur often in the life of an item. Consequence may occur 20 or more events a year.	Frequent (A)	1 High	3 High	5 Serious	8 Medium	10 Medium
Will occur several times in the life of an item. Consequence may occur 13 to 25 times a year.	Probable (B)	2 High	6 Serious	12 Medium	14 Medium	17 Low
Likely to occur sometime in the life of an item. Consequence may occur 5 to 12 times a year, or less than 24 events per 5 years.	Occasional (C)	4 Serious	11 Medium	15 Medium	19 Low	21 Low
Unlikely, but possible to occur in the life of an item. Consequence may occur 1 to 5 times a year, or less than 10 times per 10 years.	Remote (D)	7 Medium	13 Medium	18 Low	22 Negligible	24 Negligible
So unlikely, it can be assumed occurrence may not be experienced. Consequence may occur 1 time in 25 years.	Improbable (E)	9 Medium	16 Low	20 Low	23 Negligible	25 Negligible
Incapable of occurrence within the life of an item. This probability is used when the initial risk has been mitigated and the residual risk is Eliminated.	Eliminated (F)			Eliminated		

Figure 21 - MDOT MTA (RAP) side A - Example

The following narrative is the determined outcome using the RAP example from Figure 21 that depicts a red box denoting both Assessing Severity of the Consequence and Assessing Probability of the Consequence and a red circle denoting their intersection.

Using the RAP example, because the most appropriate category chosen is *Emergency/Resiliency* and the most credible consequence chosen is *Critical failure of a major element (safety critical) or segment of the public transportation system from natural disaster (flood, hurricane, etc.) or infrastructure failure/damage / other disasters (fires, damage to facilities, roads, and utilities) affecting multiple modes / Inability to continue or restore basic service within 15 days to fulfill continuity of operations as TBU*, the determined Severity Level is *Critical (II)*.

Using the same RAP example, the most appropriate probability is *Consequence may occur 6 to 12 times a year, or less than 24 events per 5 years*, the determined Probability Level is *Occasional (C)*.



The determined Risk Level and Risk Value is *Medium* (11) respectively at the intersection of the selected Severity and Probability Levels, chosen during RAP Steps 1 and 2.

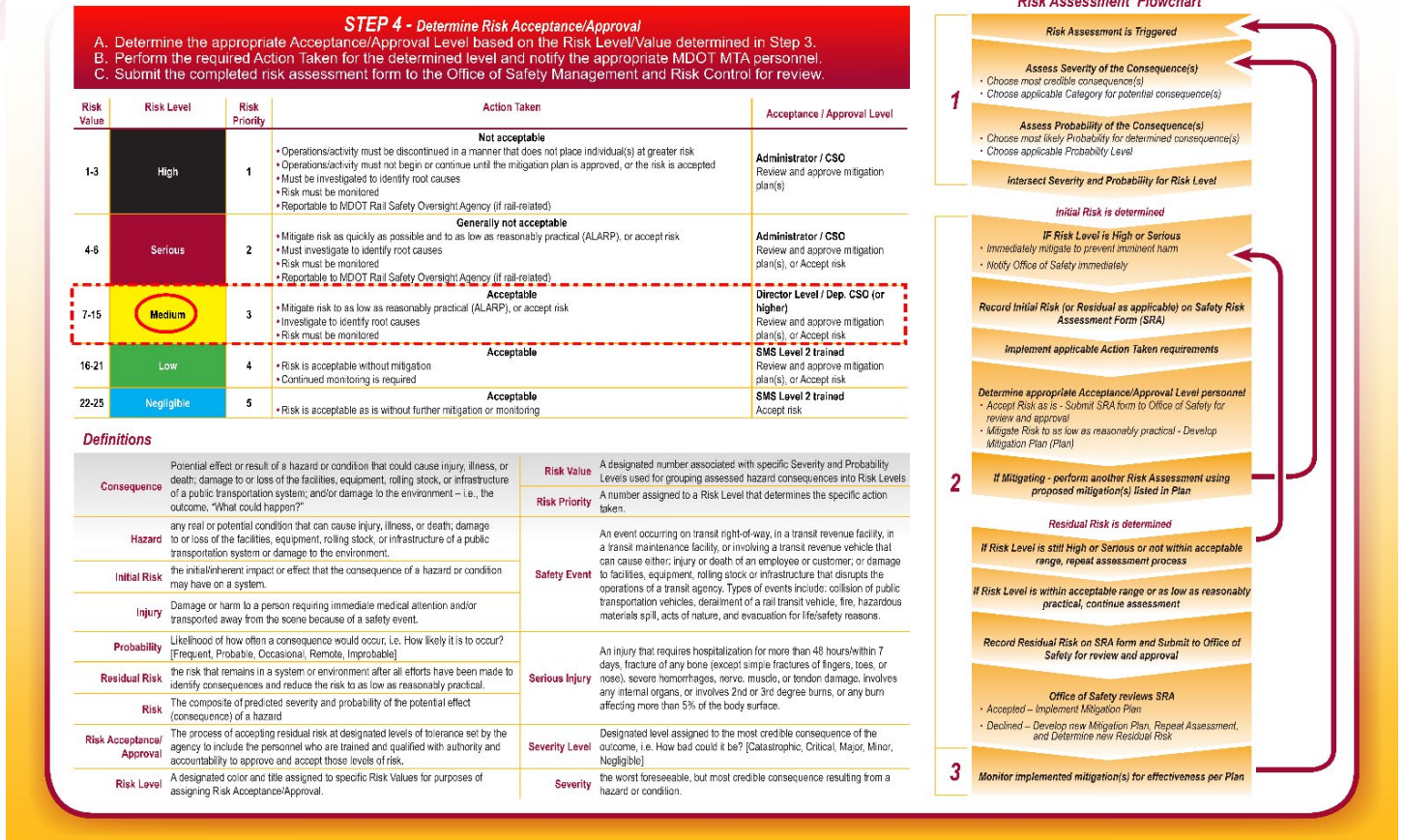


Figure 22 - MDOT MTA (RAP) side B - Example

Based on the Risk Value and Risk Level determined in RAP Step 3, determining the appropriate Acceptance/Approval Level is a process of matching up the Risk Value number with the Risk Level title and color.

The *example* Risk Level (depicted with a red circle) for determining Risk Acceptance/Approval is *Medium/ Yellow* and the commensurate required Action Taken is boxed by a red dotted line. The identified risk attributes and associated Action Taken will determine the mitigation plan and the required personnel to assist with and approve the plan (see Figure 23).

Risk Value	Risk Level	Risk Priority	Risk Tolerance Action Taken	Acceptance/ Approval Level
11	Medium/ Yellow	3	Acceptable <input type="checkbox"/> Mitigate risk to as low as reasonably practical (ALARP), or accept risk <input type="checkbox"/> Investigate to identify root causes <input type="checkbox"/> Risk must be monitored	Director Level / Dep. CSO (or higher) Review and approve mitigation plan(s), or Accept risk

Figure 23 - Identified Risk Attributes



3.3 Safety Risk Mitigation

All MDOT MTA employees, contractors, and vendors are accountable for safety performance and encouraged to take immediate steps to mitigate hazards that pose imminent or severe consequences. Disciplinary or retaliatory action shall not be taken against any employee who acts to prevent an injury, accident, incident, or hazard from occurring as stated in the MDOT MTA Commitment to Safety.

Safety risk mitigation is the corrective action taken in response to hazard identification and risk assessment processes. The department in which the hazard exists works with their trained and qualified staff, the mitigation team/committee, or with the Office of Safety to develop and implement an approved mitigation or CAP. The corrective actions are then monitored and tracked by both the Office of Safety and the applicable department until the hazard is confirmed as effectively controlled or eliminated, with adequate resources, or the risk is reduced to as low as reasonably practical.

Effectively controlled, eliminated, or reduced to as low as reasonably practical hazards experienced either an immediate mitigation and/or a long-term mitigation. An immediate mitigation example would be the hazards identified by an employee and communicated to his/her supervisor; it is encouraged that immediate mitigation be implemented by the employee and/or the supervisor to prevent imminent harm and then report it immediately. Although the hazard has been immediately mitigated and tracked in an HTL, a Safety Risk Assessment is still needed to determine the Risk Level and Risk Value and the need for a long-term mitigation through an approved mitigation or CAP. Long-term mitigations will require continual monitoring through SMS Safety Assurance processes to determine the effectiveness of the implemented mitigation or if a new or an additional control measure is required.

In all cases, MDOT MTA strives to first eliminate hazards (if possible), and then reduce the risks if elimination is not possible. If the risk cannot be eliminated or reduced, or if it is impossible or impractical, designated MDOT MTA representatives trained and qualified, such as the MDOT MTA Administrator with required authority, may choose to accept the risk. In these cases, care is taken to ensure compliance with all applicable rules, procedures, policies, and regulations to control the risk as much as possible. SMS Safety Assurance processes will continuously monitor these “accepted risks” at a designated frequency to ensure the residual risk is effectively controlled. The MDOT MTA Administrator’s decision is formally documented on the Safety Risk Assessment Form and all affected parties and applicable regulatory agencies are notified.

The primary methods of resolving a hazard can be categorized as either engineering or administrative controls. Engineering controls are changes that are made to the system to eliminate hazards or mitigate their risks. An example of an engineering control may be building a separate storage facility for hazardous chemicals or installing a protective barrier around rotating machinery. Administrative controls are changes made to the organization itself. An example of an administrative control may be posting signs and/or changing procedures to limit employee exposure to the hazard.

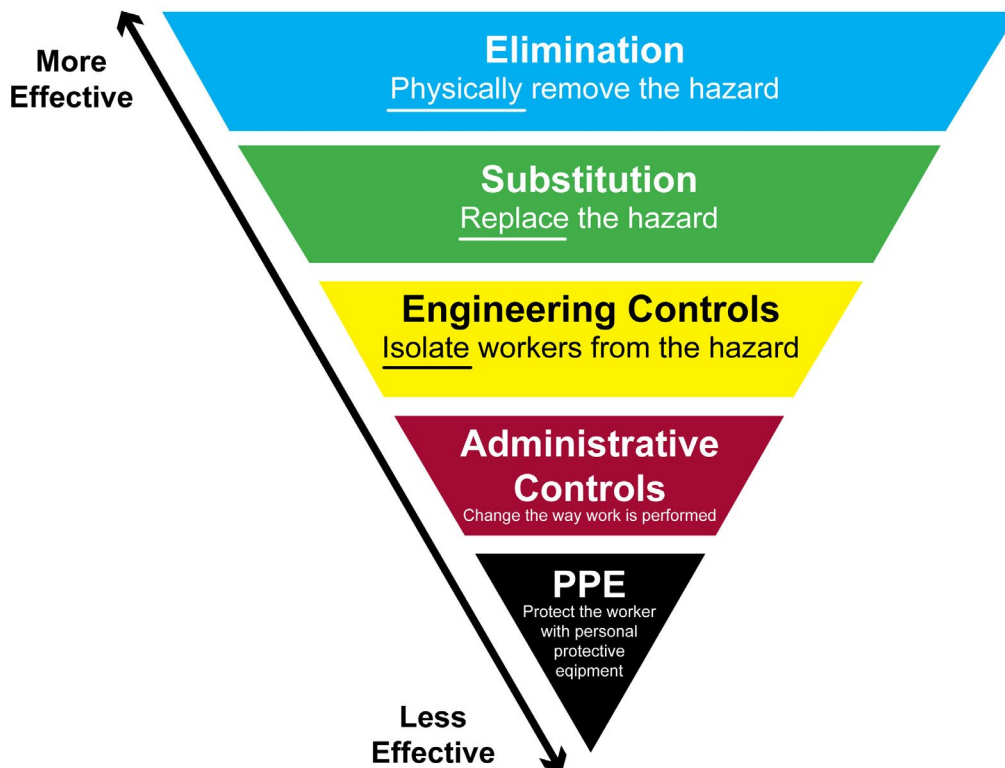


Figure 24 - Hierarchy of Controls Methodology Pyramid

3.3.1 Hierarchy of Controls

When possible, the Hierarchy of Controls is used to eliminate or control hazards and their associated risks. The Controls move from the most effective method to mitigate or control a hazard by physically removing the hazard to the least effective method, Personal Protective Equipment (PPE), Figure 24. It's important to note that any combination thereof or all of the controls may be used depending on the attributes of the hazard.



3.3.1.1 Elimination

Elimination is factually the removing of a hazard; it may not be feasible for all hazards but should always be considered first. This type of control is on par with the National Institute for Occupational Safety and Health (NIOSH) Prevention through Design (PtD) Program. The best way to prevent loss is to design the hazard out. The ability to review designs or projects early in the planning phases (30% design is optimal) could eliminate many hazards and associated risks later in the lifecycle of the system. Addressing elimination at the start allows designers and planners to make large changes easily without needing to retrofit processes. The investment often can be justified by increased worker productivity, efficiency, and safety. It should be implemented before all other methods and is considered the most effective of the five controls. As with any mass transit agency, some risk is inherent to operations and often cannot be completely avoided; however, there are many other methods for reducing hazards and risks.

3.3.1.2 Substitution

The next-best control to reduce hazards and risk is through substitution, which is most effective when implemented at the early stages of a project like elimination. Substitution is the replacement of material or a process with another that is considered less hazardous. Of course, the substitution must remove or at least mitigate the hazard to provide any real safety benefit. A simple example would be the substitution of lead-based paint with water-based paint. Lead paints can cause nervous system and kidney damage and water-based paints can help reduce such significant health hazards, but paint, even water-based, still presents its own set of hazards and risks.

3.3.1.3 Engineering Controls

Again, not all hazards can be eliminated or substituted, especially when projects are further along in planning or development phases or departments are disjointed and work in silos. The third and next best control option is to implement engineering controls. An engineering control isolates people from the hazard.

For example, installing a machine guard that shield workers, reducing exposure, from airborne emissions or particulates reduces risk considerably. Although this is not the optimal choice, it is a highly effective control because it places a physical barrier between workers and the hazard and can be implemented independently of any worker interaction.

The initial costs of engineering controls can be higher than other methods, but long-term mitigations frequently lower operating costs (workers compensation and lost workdays). These types of controls do not normally interfere with worker productivity or personal comfort as does PPE.

3.3.1.4 Administrative Controls

Administrative controls are second to last for being the least effective and should not be the first control option to implement because it is easier or inexpensive. This method effectively changes the way people work or interact with equipment or facilities and only limits the exposure to a hazard rather than blocking, substituting, or eliminating it. This method is considered less effective because the hazard is still present.

Administrative controls must include employee training, implementation of signs and warning labels, as well as potential procedural changes. This control is prone to human error and cannot be relied on to significantly reduce exposure to a hazard and associated risks. SMS Safety Assurance's continuous monitoring is needed for mitigations that use administrative and/or engineering controls.

A common rail example of an administrative control is performing track work at night or off-peak hours when train headways are longer. By changing the time or practices of when work is conducted, it reduces some exposure to hazards but not eliminating the risk of injury or operating disruptions.



3.3.1.5 Personal Protective Equipment

The final and least effective control is the implementation of Personal Protective Equipment (PPE). PPE is usually the easiest and most common hazard mitigation; however, it does not eliminate hazards and may expose personnel if equipment fails or is used improperly.

As with administrative controls, PPE can be easily and relatively inexpensive to implement, but it is usually more difficult and expensive to maintain. The continuous safety assurance efforts toward inspections, training, and compliance as well as the significant effort on the part of the worker to use or have access to PPE has proven to be less effective than all the other control measures.

Of course, gloves, hard hats, safety glasses, high-visibility clothing, and other protective garments and equipment provide a real benefit toward protecting personnel from hazardous exposures and its residual risks; it is not the most desired mechanism in the hierarchy of controls.

3.3.2 Determining Whether Hazards Are Resolved through Mitigations and Controls

If the resolution of a hazard is dependent upon action by a third party, such as a city, county, or contract services, a management representative from the MDOT MTA will submit a request for action to the appropriate MDOT MTA control point or liaison with the third party. If the hazard is not being resolved in a timely manner, the management representative elevates the matter to a higher level of authority within their department and notifies the Office of Safety of the risks.

If the head of the department determines that the hazard cannot be resolved or is not being resolved in a timely manner and the risk is still considered Not Acceptable, the head of the department further elevates the issue within the MDOT MTA's organizational hazard reporting structure; for example, the Safety Hotline or Safety Committees.

The Chief Safety Officer and/or Office of Safety should be notified of all instances in which a hazard is not being resolved in a timely manner. Regardless of the type of control used to eliminate the hazard or reduce its risk, MDOT MTA reevaluates the control method after its implementation to determine and verify its effectiveness. It is understood that there are inherent challenges and obstacles to timely mitigations such as, resources, funding, and staffing levels. Regardless, the safety of personnel and passengers comes first. In all cases, if the hazard has been eliminated or controlled, or if the Office of Safety or other trained and qualified management representative deems that the risk is Acceptable, he/she shall document this decision on the Safety Risk Assessment Form and ensure all affected parties, internal and external customers, and applicable regulatory agencies are notified.



3.4 SRM Coordination with SSOA

MDOT MTA coordinates and works with the SSOA in its oversight of rail transit system safety. MDOT MTA reports safety incidents, occurrences, and hazardous conditions that represent High or Serious risk levels to the SSOA. Risk management activities are conducted in coordination with the SSOA in accordance with 49 CFR Part 674 and the MDOT RSOPS.

3.4.1 Prioritization of Risks

The MDOT MTA RAP provides a methodology for assessing and prioritizing risk by meeting the criteria thresholds via the calculations of (Severity of Consequence, Probability of Consequence, and Risk Level/Value matrices).

High and Serious risks (Priority 1 and Priority 2 respectively) are reported to the SSOA. The RSOPS specifies the SSOA shall be notified of all incidents and occurrences which, while not reportable, constitute a hazardous condition within twenty-four (24) hours of their occurrence. An incident, occurrence, or serious occurrence include, but are not limited to, personal injury that is not a serious injury, safety violation, and close call / near miss.

The Office of Safety investigates all categorical Risk Priority 1 and Priority 2 levels and hazardous conditions to identify root causes and contributing factors and works with all necessary departments and personnel to develop appropriate CAPs and lessons learned. Risk Priority Levels (3, 4, and 5) as categorized by the RAP, will still be investigated for root causes and trending analyses, but not at the same urgency or regulatory requirements stipulated in the RSOPS for Risk Priority 1 and Priority 2 levels, unless otherwise necessary.

3.4.2 Minimum Criteria for Identifying, Tracking, Notifying SSOA, Investigating, and Reporting Priority 1 and 2 Risks

MDOT MTA must notify the SSOA of all suspected or assessed High and Serious Risk Priority 1 and Priority 2 hazardous conditions per the most recent revision of the Rail Safety Oversight Program Standard (RSOPS).

RSOPS required information is entered, maintained, tracked, and archived within MDOT MTA's CAP Monitoring Log. All **rail** related CAPs, not just those developed for High and Serious rail system risks, are submitted to the SSOA for review, mitigation agreement, and approval.

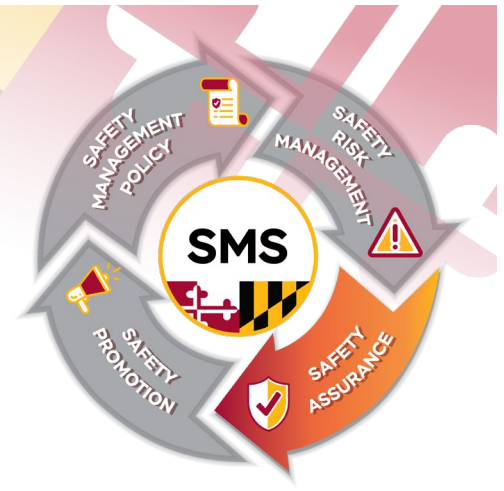
Ongoing risk reporting and CAP status are provided during modal Safety Committees and Risk Review Committee meetings by the CSO or designated Modal Safety Officer and to the SSOA at quarterly meetings.

All instances of the hazards listed within the RSOPS Identification, Tracking, Notification, and Reporting Requirements for Specified Hazards table should be input into the modal HTL, stored in an electronic document management system, with appropriate Risk Priority rankings to ensure tracking of hazards, and that the SSOA is notified of all hazardous conditions affecting rail safety.

SECTION 4: Safety Assurance



4. Safety Assurance



MDOT MTA's Safety Assurance processes function to ensure the implementation and effectiveness of safety risk mitigations and to ensure that the agency meets or exceeds its safety objective through the collection, analysis, and assessment of information. These processes work interdependently with Safety Risk Management processes to measure, monitor, and evaluate MDOT MTA's SMS.

4.1 Monitoring and Measuring Safety Performance

Safety performance monitoring involves acquiring and analyzing data related to the MDOT MTA's SMS. Through this effort, the MDOT MTA can meet internal and external reporting requirements and evaluate the degree to which safety efforts are effective. The section outlines the process by which the MDOT MTA collects and analyzes safety data.

FTA's National Safety Plan describes the required safety performance areas public transit agencies must measure, outlined in Figure 25, which are fatalities, injuries, safety events, and system reliability. These performance measures focus on existing data delivered to the NTD.

National Public Transportation Safety Plan Safety Performance Measures



Fatalities

The number and rate total vehicle revenue miles by mode.



Injuries

The number and rate per vehicle revenue miles by mode.



Safety Events

The number and rate per total vehicle revenue miles by mode.



System Reliability

The mean distance between major mechanical failures by mode.

Figure 25 - FTA-Required Safety Performance Measures



Transit agencies use these four safety performance measures to select improvement targets in each mode of transit in order to improve and monitor safety performance. In addition, FTA encourages transit agencies to strategically select additional measures and associated targets.

4.1.1 MDOT MTA Safety Data Reporting and Tracking

MDOT MTA monitors and reports safety data through a variety of avenues in order to effectively assure the agency and its personnel are acquiring, analyzing, and reacting to data related to MDOT MTA's SMS. These programs include:

- **MDOT Excellerator Performance Management System** – This program encompasses all Transportation Business Units and comprises 10 tangible results and 140 performance measures that are critical components for the organization and drive the overall direction for safety within MDOT. Specifically, relevant to MDOT MTA's SMS, Tangible Result 3 is “Provide a safe and secure transportation infrastructure.” Within this theme, there are various specific measures that are monitored, analyzed, and reported on a monthly basis.
- **MDOT MTA Annihilator** - MDOT MTA's Annihilator Program is a performance analytics program designed to communicate system performance to senior leadership for decision-making purposes. MDOT MTA senior leadership use the insights gained through this program to create or alter performance improvement initiatives and projects. Quarterly Annihilator meetings allow for regular evaluation of these initiatives and projects.

The Annihilator Program's scope spans across the organization and focuses on metrics, or Key Performance Indicators (KPI's) that represent individual, asset, and system performance. These KPI's are built around MDOT MTA's four cornerstones: Safety, Efficiency, Reliability, and World-Class Customer Service. The KPI's are also subject to improvement as the MDOT MTA is able to implement new measurement technologies which in turn provide new insights into the system performance. The Annihilator is a constantly evolving program, keeping its finger on the pulse of the MDOT MTA.

- **MDOT MTA Safety Rules Compliance Program** – MDOT MTA's Safety Rules Compliance Program (SRCP) provides for the unannounced field evaluation of employees' knowledge of and compliance with safety rules and procedures. Custom software with integrative features provides agency leadership with dashboard-style access to safety data and trends at the agency-, modal-, and individual operator levels. Through this program, management staff across operational modes as well as the Office of Safety and Office of Training monitor safety performance results, empowering the agency to proactively address emerging safety trends before and accident or incident occurs. Originally implemented in 2013 in Metro Subway, the program now includes Light Rail and Metro Subway, with Rules Compliance Staff from the modes, Field Supervision, Training, and Safety.

In addition to the SRCP, Field Supervisors participate in rules compliance monitoring in each mode as part of their daily role and responsibilities with unannounced field checks throughout the system. This data is collected and shared using a mobile-enabled platform.

- **State of the Rails for Metro Subway and Light Rail** - This is a monthly meeting between senior leaders, operations, and safety to review all-things related to track maintenance for the Light Rail and Metro Subway systems. Topics include:
 - Current speed restriction reports
 - Long range project planning schedules
 - Work order analysis
 - Mitigation plans for black and red rail conditions and related safety concerns
 - Repair schedules
 - Short range project planning schedules
 - Special project review status, as necessary



- **Risk Review Committee (RRC)** - Quarterly meeting of MDOT MTA Senior Leadership from all modes and departments including the SSOA for awareness of Priority 1 and 2 risks to the operation and their mitigations. Senior Leaders and SSOA are also made aware of other areas of risk and are asked for their assistance, when needed, to lower those risks to acceptable levels.

4.1.2 Other Key Safety Performance Indicators (SPIs)

In addition to the four required safety performance measures, MDOT MTA has developed a list of other key safety performance indicators (SPIs) that will assist the agency in monitoring safety improvement progress. These SPIs include both leading and lagging indicators. Leading indicators are proactive and preventative in nature; they can identify and highlight the extent to which certain activities are effective and reveal *potential* safety problems. Lagging indicators are “after-the-event” measurements, essential for tracking progress but reactive in nature. A combination of these two types of indicators results in enhanced performance overall, as a lagging indicator without a leading one will give no indication of how a result will be achieved and provide no early warnings about tracking toward a goal. Conversely, a leading indicator alone does not provide confirmation that a desired result has been achieved. Together, a balance of safety performance measures across the MDOT MTA can ensure the right activities are in place to ensure the right outcomes. The list of key SPIs that MDOT MTA will initially monitor and report on in the PTASP is short, but these are indicators that the agency has found valuable and for which there are current capabilities to consistently track, measure, and report trends and progress toward improvement. After a period of time, it is possible that more SPIs will be added to assess a broader range of safety performance activities.

MDOT MTA’s initial set of key SPIs includes:

1. Preventable Accidents per 100,000 Vehicle Revenue Miles
2. Non-Preventable Accidents per 100,000 Vehicle Revenue Miles
3. Employee Injuries per 200,000 Work Hours
4. Safety Related Violations per 100,000 Revenue Miles
(Red Signals, Trained Switches, Speeding, Red Light, Seatbelt)
5. Percentage of Periodic Maintenance (PM) Inspections Completed On-Time
6. Number of Safety Critical System Failures/Near-miss per 100,000 Revenue Miles

4.1.3 Safety Data Acquisition and Analysis Process

Safety accountability across the MDOT MTA depends upon timely, accurate information and data collection and analysis. By using performance measures, indicators, and targets, MDOT MTA management and the Office of Safety are empowered to make informed decisions regarding the allocation of resources necessary to optimize safety.

The MDOT MTA gathers and analyzes various forms of data related to the SMS, such as:

- Employee injury and illness data
- Fatalities
- Maintenance data
- Operator and supervisor reports
- System reliability
- Unusual occurrence log data
- Vehicle accident data



4.1.3.1 Employee Injury and Illness Reporting

Because Maryland is a State Plan State, matters of employee safety and health are not reported to the federal OSHA, but through the State Plan Office of Maryland Occupational Safety and Health (MOSH). Maryland safety and health regulations are aligned and in compliance with OSHA regulations. Both OSHA and MOSH require employers to file a detailed report within eight hours of fatal workplace accidents. Severe on-the-job injuries that do not result in death but require hospitalization must be reported within 24 hours. Such reports must be filed regardless of the size of the business.

The 24-hour severe injury reporting requirement includes all work-related hospitalizations, amputations, or loss of an eye. Additionally, contracted services such as those provided by the various commuter bus companies and MARC Commuter Rail contracted by MDOT MTA are required to inform the Office of Safety of all accidents or incidents involving their operations.

MDOT MTA managers may also track employee accident/incident trends through the OSHA 300 injury/illness log to determine high hazard work areas or job classifications, employee training and re-training needs, or to determine the levels of disciplinary action required following an accident/incident. The Office of Safety works in conjunction with Chesapeake Employers' Insurance Workers' Compensation (CEIWC), who gathers data regarding workers' compensation claims and costs that is used for insurance purposes.

4.1.3.2 The MDOT MTA Accident Reporting System Database

The MDOT MTA Accident Reporting System (ARS) Database is the central database for accident and incident information from Bus, Light Rail, and Metro Subway. The Office of Safety maintains, monitors, and provides reports based on the information contained in the database. The ARS database also has built in alarms and triggers that will help identify trends from Operators facing repeat safety violations, or other programmed parameters. The Office of Safety evaluates all reports entered in the ARS and determines the total number of accidents/incidents that occurred throughout the month. In addition to the ARS, the Office of Safety uses the Geographical Information System (GIS) mapping to identify "hotspots" involving accidents or incidents.



Figure 26 - The MDOT MTA Accident Reporting System (ARS)



4.1.3.3 National Transit Database Safety and Security Data Reporting

It is the responsibility of the Office of Safety to report accident and incident data monthly to the FTA NTD in accordance 49 U.S.C. §5335 and the most recent NTD Safety and Security Policy Manual. The Office of Performance Management (OPM) annually finalizes the accident and incident data submissions. The NTD safety and security data reports provide uniform and consistently defined information about safety and security incidents that are considered “reportable” by FTA, including types, total number, and frequency rates.

4.1.3.4 Maintenance and System Reliability Data Reporting

The MDOT MTA Office of Performance Management (OPM) also gathers vehicle maintenance and equipment failure data to ensure that the agency is conducting preventive maintenance according to schedule as well as to evaluate equipment quality and warranty period performance. This data is also used to determine the System Reliability safety performance measure required by the National Public Transportation Safety Plan. System Reliability means the distance in miles between major mechanical failures. A reportable major mechanical failure is defined in the NTD Glossary as “a failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns.” System Reliability is determined by dividing the number of annual vehicle revenue miles by the number of major mechanical failures, by mode.

Timeliness of maintenance reviews is particularly important, as equipment that fails within the time frame of the warranty period can be replaced at limited or no cost under the provisions of the warranty. Information pertaining to equipment that repeatedly fails or that requires high maintenance costs provides management with appropriate reasoning necessary for discontinuing its use and selecting different equipment or a different equipment manufacturer.

4.1.3.5 Other Safety-Related Data Acquisition

The safety data acquisition and analysis process also involve collecting technical data and information from other federal and state agencies and industry resources, such as:

- American National Standards Institute (ANSI)
- American Public Transportation Association (APTA)
- American Society for Testing and Materials (ASTM)
- Federal Motor Carrier Safety Administration (FMCSA)
- Federal Motor Vehicle Safety Standards (FMVSS)
- Federal Railroad Administration (FRA)
- Federal Transit Administration (FTA)
- Chesapeake Employers’ Insurance Workers’ Compensation (CEIWC)
- Maryland/Occupational Safety and Health Administration (M/OSHA)
- Safety Data Sheets (SDSs)
- National Fire Protection Association (NFPA)
- National Transit Database (NTD)
- Professional Society Guidelines
- State Building Codes

Once this information is gathered, the Office of Safety can link any identified hazards to the MDOT MTA’s RAP and correct, track and report those identified hazardous work areas and job classifications. Areas and job classifications that have high accident/incident, injury, and illness rates will typically contain hazardous conditions that cause or contribute to the accidents/incidents, injuries, and illnesses. The Office of Safety will investigate these identified hazards to find the root cause and/or causal factors.



The Office of Safety will then provide recommendations to the appropriate departments and personnel to eliminate, mitigate, or control the hazards.

4.1.4 MDOT MTA CAP Monitoring Process

There are multiple entities that can audit MDOT MTA for successful safety management, including the SSOA, FTA and the FRA. The Office of Safety uses a “CAP Monitoring Log” to store, maintain, and track the corrective actions and status of all identified hazards and internal and external safety review findings. The log serves as a management tool and repository for past and future safety hazards identified by both MDOT MTA and outside agencies such as the SSOA, APTA, or the FTA. The Office of Safety will communicate this information as needed in a timely manner to management.

As previously discussed in Section 4.1.1, MDOT MTA has strategic committees in place, working in conjunction with the Internal Safety Review Process (ISRP) program, that serve a key role in the process by which the agency evaluates whether or not mitigations are effectively working as intended, or if an alternative approach should be employed. Together, these organization entities, processes, and supporting materials create a comprehensive approach to monitor corrective actions and outcomes.

4.1.4.1 Objectives

This section addresses SSOA procedure to ensure that MDOT MTA develops and implements (CAPs) to address hazardous conditions identified through external and internal safety audits, accident investigations, the risk assessment process, deficiencies in MDOT MTA’s implementation of its PTASP and/or SSEPP, or other recommendations specified by MDOT. All CAPs that MDOT MTA develops require SSOA review and approval.

4.1.4.2 Minimum Requirements

MDOT MTA must develop and the SSOA must formally approve CAPs for the following:

- Investigation results in which MDOT MTA, NTSB, FTA, or SSOA identified causal factors or recommendations as requiring corrective actions
- Findings from SSOA Triennial Audit, including findings of “non-compliance” and findings of “compliance with recommendation”
- SSOA recommendations resulting from inspections of MDOT MTA operations or facilities
- Findings from MDOT MTA Internal Safety and Security Audits
- High and Serious priority 1 and 2 safety and security hazards, findings or deficiencies identified from any source
- Major capital project hazards identified in PHAs and TVAs
- Complaints generated internally, externally, or by the general public that have a specific safety implication
- Findings resulting from any data/trend analysis performed (of accidents, hazards, etc.)

Each CAP that requires SSOA approval shall identify:

- A CAP identification number
- MDOT MTA department head(s) and individual(s) responsible for implementing corrective actions
- Priority and/or risk category of hazard or deficiency



- Source of hazard or deficiency
- A hazard or finding summary
- Hazard analysis, ensuring additional hazards are not introduced with CAP implementation
- CAP summary with planned activities or actions to minimize, control, correct, or eliminate the risks and hazards identified, including any verification activities for CAP performed by MDOT MTA and SSOA
- Date CAP was opened, date CAP is expected to be closed, date CAP was actually closed, and date CAP received approval/verification from the SSOA
- An alternate or interim CAP in advance of implementing the eventual CAP, if appropriate
- List of interim milestones for CAPs that require a longer implementation period
- Current budget/projected budget for CAP, if applicable

The Office of Safety shall submit all CAPs to the SSOA for review and approval. CAPs should be submitted regularly to the SSOA, or within 30 days of the finding or hazard being documented and should specify a due date for closure. For safety-critical findings requiring CAPs, a full report must also be submitted to the SSOA along with the CAP.

In addition, the SSOA will regularly attend MDOT MTA departments' CAP meetings, and CAPs will be a standing agenda item for SSOA-MDOT MTA coordination meetings. MDOT MTA must also present CAP key performance indicators to the SSOA during these meetings, including how many CAPs are currently open, how many have been closed since the last meeting and in what categories, and others to be determined by the SSOA.

In the event that the SSOA and MDOT MTA dispute the need for, findings requiring, or enforcement of a CAP, the SSOA will allow MDOT MTA 30 calendar days to submit its case. The SSOA will then issue final direction to MDOT MTA regarding the CAP. In cases where a resolution is not forthcoming in 30 days, the SSOA will select a panel of non-MDOT MTA experts to review CAP arguments and decide on final CAP implementation activities. Representatives from the SSOA will participate in this Panel. CAPs will be subject to Panel review to ensure that a CAPs implementation does not introduce new hazards into the system.

Should the NTSB investigate, MDOT MTA and the SSOA shall review the NTSB findings and recommendations to determine whether or not to develop a corrective action, with the SSOA leading this evaluation. If a CAP is required either by the NTSB or the SSOA, MDOT MTA shall develop it. MDOT MTA should consider employing a root cause analysis technique for a finding or hazard's primary and contributing causes.

In the event that MDOT MTA requires further review and consideration in the creation of a CAP, MDOT MTA will submit a formal request for an extension for SSOA approval. This extension request shall be limited to 15 calendar days.

In cases where MDOT MTA is unable to meet the scheduled due date for resolution of a CAP, MDOT MTA shall submit a formal request for extension for SSOA approval. MDOT MTA shall provide status updates to SSOA every 30 calendar days and elevate review to the appropriate safety committee as needed.

4.1.4.3 Initial CAP Development

MDOT MTA shall submit the CAP to the SSOA for approval within 30 calendar days after either MDOT MTA or the SSOA has identified the need for a CAP. Depending on the complexity of the issue requiring



corrective action, and at the SSOA's discretion, additional time may be granted to MDOT MTA to prepare the CAP. All CAPs must be submitted to the SSOA by the MDOT MTA Office of Safety. The Office of Safety does not develop all CAPs; however, when an MDOT MTA department provides a CAP for submittal to the SSOA, that CAP must include with it written verification of the Office Safety's review and concurrence.

4.1.4.4 CAP Review and Approval

The SSOA must review and approve all MDOT MTA CAPs, including those generated by internal safety and security audits or safety inspections and observations. The SSOA will notify the MDOT MTA of its approval or rejection of a CAP within 15 calendar days of receiving the CAP. In the event the SSOA rejects a CAP, the SSOA will state its reasons in writing and recommend revisions. MDOT MTA shall submit a revised CAP to the SSOA no later than 15 calendar days following the rejection. SSOA approval is not necessary for short-term measures required to immediately mitigate hazardous conditions; however, these measures shall not replace the need for a long-term CAP. The SSOA will provide its support for such short-term measures, or outline its concerns regarding them, in its written approval or disapproval of the formal CAP.

4.1.4.5 Monitoring, Tracking, and Verification

The MDOT MTA shall maintain a Corrective Action Monitoring Log of SSOA reportable (Priority 1 or 2 per the MDOT RSOPS Section 4.3 – Prioritization of Hazards) and non-reportable hazards or deficiencies and provide SSOA with quarterly corrective action implementation updates. This log shall be submitted quarterly to the SSOA in electronic form via email, or in hard copy via mail, fax or at the quarterly Rail Safety Oversight meeting. MDOT MTA shall verify to the SSOA in written form when the CAPs for the SSOA reportable hazards or deficiencies have been fully implemented. The SSOA may then independently verify MDOT MTA's corrective action. The SSOA will maintain a parallel Corrective Action Monitoring Log to ensure it has captured all CAPs reported from MDOT MTA.

In the event that the verification process reveals that a CAP has not had the intended effects or impacts, the process must return to Safety Risk Management to do so. It is critical that all parties understand that this does not indicate a failure on anyone's part, but rather is an inherent part of the SMS approach to safety. If the verification of the mitigation has proven to be unsuccessful, the SRM process must be followed again to achieve acceptable levels of risk. In this circumstance, MDOT MTA would communicate this outcome to the SSOA and request approval for a new CAP.

As CAPs are closed out, MDOT MTA must submit verification that the corrective action(s) has been implemented as described in the CAP or that a proposed alternative action(s) has been implemented. During implementation of these CAPs, Office of Safety personnel should acquire evidence of implementation, such as documentation of inspections, or observations of certain operational elements in action. The MDOT MTA Office of Safety must verify in written form that the corrective action has been verified as being fully implemented and any evidence, or the method of verification, shall be provided to the SSOA. This written verification should be submitted with the quarterly CAP Tracking Log in electronic or hard copy format. The verification should be in unalterable electronic format and should bear a scanned or electronic signature. In the quarterly log, the MDOT MTA must also inform the SSOA concerning any alternative actions for implementing a CAP.

After MDOT MTA personnel have verified implementation of CAPs, the SSOA must also review, verify, and close each CAP. The SSOA may perform independent verification activities, such as inspections or observations, to confirm a CAP has been implemented. The SSOA will provide CAP approval with a formal letter detailing the approved CAP actions and signed by the Program Manager. The SSOA must verify the implementation of a CAP prior to its closure.



Due to the sensitive nature of security related information and the requirements to protect Security Sensitive Information, the SSOA may receive regular briefings and/or reports on the status of system security and the implementation of corrective actions from the MTA Police on an as-needed basis, contingent upon the existence of security-sensitive CAPs.

The CAP log shall include:

- An MDOT MTA tracking identification number assigned to the hazard or deficiency
- Priority number based on the MDOT MTA PTASP Risk Assessment or MDOT MTA SSEPP Threat and Vulnerability Identification Process
- The dates the CAP was submitted to the SSOA, approved by the SSOA, verified by the MDOT MTA, and final close out by the SSOA
- The status of all CAPs

4.1.4.6 Immediate or Emergency Corrective Actions

In the event that an immediate or emergency corrective action is needed, MDOT MTA will take the appropriate actions to mitigate the risk in real time and notify the SSOA of these actions within two (2) days of initiation. The appropriate department and the Office of Safety will then follow the standard procedures for CAPs should the SSOA determine that a formal CAP approval is necessary.

4.1.5 Accident/Incident Notification, Investigation, and Reporting

Effective accident/incident investigation and reporting is a key component used to identify and eliminate hazards within the system and to prevent reoccurrence. In order to minimize and control the threat to health, life, and property, it is essential that all appropriate parties be notified of an accident/incident as quickly as possible to ensure timely response to the scene.

All accidents/incidents involving MDOT MTA's operations and services including vehicles, stations, the right-of-way, maintenance facilities, or other MDOT MTA properties under the direct control of OCC are to be reported to the OCC immediately. The OCC then coordinates all emergency response activities for events occurring within their respective mode.

All accidents/incidents involving MDOT MTA employees, facilities, buildings, equipment, or other properties and assets not under the direct control of the OCC are to be reported by the employee witnessing the event to their immediate Supervisor, the Office of Safety, and/or MTA Police and Fire Rescue, according to the appropriate chain of command. Supervisors and other members of Management witnessing or being notified of an accident/incident shall initiate the appropriate emergency procedures.

It is MDOT MTA's policy to ensure that all accidents/incidents be subject to a formal and objective investigation, regardless of origin, the operator(s) involved, or the responsible party. MDOT MTA is responsible for investigating all accidents in accordance with accepted industry accident investigation practices and the following guidelines:

- MDOT MTA Accident/Incident Investigation Handbook
- APTA RT-OP-S-002-02 Rev 3 - Rail Transit Accident/Incident Notification and Investigation Requirements
- MDOT Rail Safety Oversight Program Standard and Procedures
- Accepted accident/incident investigation procedures as adopted by law enforcement agencies and public safety agencies



For contracted operations, such as contracted Commuter Bus and Paratransit operations, the contractor's dispatcher is notified of the accident/incident and is then responsible for coordinating and monitoring emergency response efforts. Contractors maintain accurate accident/incident and injury data and shall cooperate with all accident/incident investigations. This includes submitting comprehensive accident/incident reports to the MDOT MTA upon request, as well as any other information the MDOT MTA deems necessary to conduct an accident/incident investigation and to ensure similar events do not occur. Events that contracted operators must report to the MDOT MTA include:

- All occurrences resulting in employee deaths or occupational injuries while on the job
- Passenger, trespasser, and/or passers-by deaths or reported injuries that occur on MDOT MTA vehicles or property
- Near misses and minor accidents/incidents which had the potential of serious injury or death
- All other unusual occurrences, incidents, malfunctions, hazardous conditions, near misses, etc., that may impact the safety of MDOT MTA operations and services, personnel, or patrons

In the event of an accident or incident involving MARC operations, the MDOT MTA will only respond and assist if notified to do so by MARC OCC or the Director of MARC (or designee). The MDOT MTA may then respond to assist. By agreement, MARCs host railroads and/or third-party Operations and Maintenance contractors are responsible for preparing all accident/incident reports for MARC service. The MDOT MTA is the reporting railroad, however, and must review all MARC reports prepared by host railroads and/or third-party Operations and Maintenance contractors. The MDOT MTA is also notified of all accidents/incidents involving host railroad operations that may affect MDOT MTA operations or services. Emergency contact information is included below:

- MARC Operations Control Center (MOCC) – 410-856-4849
- CSX Transportation Public Safety Coordination Center (PSCC) – 1-800-232-0144
- Amtrak – 1-800-331-0008

4.1.5.1 Safety Event Definitions and Criteria

The following information in this section is taken from the SSOA RSOPS and is intended to align with the RSOPS as amended:

A safety event is either an accident, incident, occurrence, or serious occurrence (as defined by the SSOA in the RSOPS). A safety event may occur:

- on transit right-of-way or infrastructure,
- at a transit revenue facility,
- at a maintenance facility or rail yard,
- during a transit-related maintenance activity; or
- involving a transit revenue vehicle.



A **rail transit vehicle** includes any rolling stock used on a rail fixed guideway public transportation system, including but not limited to passenger and maintenance vehicles (NTD).

Excluded from reportable events are:

- events that occur off transit property where affected persons, vehicles or objects come to rest on transit property after the event;
- OSHA events in administrative buildings;
- deaths that are a result of illness or other natural causes;
- non-rail collisions that occur while travelling to or from a transit-related maintenance activity;
- collisions involving a supervisor car or other transit service vehicle operating on public roads.



Accidents (FTA Definition)

Criterion	Definitions/Exclusions
Fatality	<p>Includes fatalities occurring at the scene or within 30 days following the accident on a transit property or are related to transit operations or maintenance.</p> <p>Excludes deaths resulting from illness or other natural causes and criminal homicides that are not related to collisions with a rail transit vehicle.</p>
One or more persons suffering a serious injury	<p>A serious injury refers to any injury which:</p> <ol style="list-style-type: none"> 1. Requires hospitalization for more than 48 hours commencing within seven days from the date of the injury; 2. Results in a fracture of any bone (except simple fractures of fingers, toes or nose); 3. Causes severe hemorrhages, nerve, muscle or tendon damage; 4. Involves any internal organ; or 5. Involves second- or third-degree burns or any burns affecting more than 5 percent of the body surface. <p>Due to the difficulty in determining whether an injury is serious, MTA should report based on its best estimate or information at the time. MTA can later make updates to upgrade or downgrade the classification.</p>
Collisions between two or more rail transit vehicles	<p>See above definition of rail transit vehicle.</p>
Collision involving one rail transit vehicle resulting in substantial damage	<p>Substantial damage refers to any physical damage to transit or non-transit property including vehicles, facilities, equipment, rolling stock or infrastructure, which adversely affects the structural strength, performance or operating characteristics of the vehicle, facility, equipment, rolling stock or infrastructure requiring towing, rescue, on-site maintenance or immediate removal prior to safe operations.</p> <p>Excludes damage such as crack windows, dented, bent or small punctured holes in the body, broken lights, mirrors, or removal from service for minor repair or maintenance, testing, or video and event recorder download.</p>
Runaway train	<p>A runaway train refers to a train which is no longer under the control of a driver regardless of whether the operator is physically on the vehicle at the time. Includes an unintended train uncoupling during revenue service.</p> <p>This requirement is only applicable to trains and not all rail transit vehicles. Other rail transit vehicles are covered by the SSOA-only serious occurrence criterion below.</p>
Evacuation due to life safety reasons	<p>Includes a situation such as a fire; the presence of smoke or noxious fumes; a fuel leak; a vehicle fuel leak; an electrical hazard; a bomb threat; a suspicious item or other hazard that constitutes a real or potential danger to any person at that moment.</p> <p>Excludes evacuation of a train into the right of-way or onto adjacent track for a non-life safety reason; or customer self-evacuation or transfer of passengers to rescue vehicles or alternant means of transportation due to obstructions, loss of power, mechanical breakdown and system failures, or damage. These excluded evacuations are covered by the SSOA-only serious occurrence criterion below.</p>
Derailment	<p>A derailment is a non-collision event in which one or more wheels of a rail transit vehicle unintentionally leaves the rails. Includes any location, at any time, whatever the cause.</p>



Incidents (FTA Definition)

Criterion	Definitions/Exclusions
Personal injury that is not a serious injury	Excludes cases in which an individual seeks medical care several hours after an event or in the days following an event (NTD).
One or more injuries requiring medical transport	A non-serious injury refers to any injury that is not serious, but results in transportation away from the event scene (NTD).
Damage to facilities, equipment, rolling stock, or infrastructure that disrupts operations	Excludes events with damage that do not disrupt operations. (Minor Central Business District collisions could be accidents, incidents, or occurrences)

Occurrences (FTA Definition)

Criterion	Definitions/Exclusions
An event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt operations	Examples include safety violations, vandalism/theft, and other events that do not meet the below subset of SSOA-defined Serious Occurrences, which do have notification and reporting requirements.

Serious Occurrences (SSOA)

Criterion	Definitions/Exclusions
Close calls / near misses	An unplanned safety event that did not result in damage or injury but had the potential to do so (NSC). These should be reported to the SSOA for determination of whether an SSOA-approved investigation is needed.
Face-up of rail vehicles	Two revenue transit vehicles enter the same block in signalized rail-exclusive territory
Malfunctions of safety critical systems or equipment that could result in a catastrophic or single-point failure	Malfunction differs from “damage” under Incident criteria; may include events such as loose railcar wheel or dropped underbody equipment
Track closure due to track or system damage or disrepair	Includes a black-code condition
Fire or smoke on a track, on a vehicle, or in a facility that does not meet the accident or incident criteria	Such an event may involve smoke that dissipates or a fire that is immediately extinguished, but does not result in evacuation.
Evacuation of a train into the right of-way or onto adjacent track for a non-life safety reason	Includes customer self-evacuation or transfer of passengers to rescue vehicles or alternant means of transportation due to obstructions, loss of power, mechanical breakdown and system failures, or damage. Evacuations for life safety reasons should instead be reported as an accident as described in the criterion above.
Signal violations or overruns	Includes violation of stop signal provided by roadway worker
Split/trailed switch without derailment	N/A
Vehicle door openings on the wrong side, off station platforms, or during train movement	N/A
Incapacitated operator in service	An operator loses consciousness, falls asleep, or otherwise becomes physically incapable of operating the rail transit vehicle during revenue or non-revenue service.
Runaway rail transit maintenance vehicle	Excludes runaway trains, which are defined in the accident category per FTA requirements



4.1.5.2 Notification Responsibilities of the Operation Control Centers

Once notified of an accident/incident event, the OCCs gather as much information as possible regarding the accident/incident, and immediately and concurrently:

1. Notify applicable emergency response units:
 - Emergency Medical Services (EMS)
 - Fire Department(s)
 - Police from MDOT MTA, the State, and the Local Jurisdiction
 - Other Emergency Response Agencies

2. Send Incident Report through the MDOT MTA Emergency Notification System (ENS). The ENS is utilized to make initial notification to all necessary parties that an accident/incident event has occurred. To allow the responsible parties to provide timely response to investigate and meet regulatory reporting requirements, the OCC is also required to report the incident by phone to the appropriate Safety staff member as soon as possible. In the case of MARC Commuter Rail, the MDOT MTA Office of Safety is notified by email (or phone if the incident warrants that). The ENS is also used at the end of the event to notify all necessary parties that the accident/incident event has ended. The ENS is configured to send a broadcast page simultaneously to (at a minimum) the following MDOT MTA personnel:
 - Administrator or designee
 - Chief of Staff
 - Senior Deputy Administrator
 - Chief Safety Officer
 - Deputy Chief Safety Officers
 - Assistant Chief Safety Officers
 - SMS Manager
 - Safety Officers
 - Chief of Police
 - Deputy Chief of Police
 - Chief Operations Officer
 - Deputy Chief Operations Officer, Bus
 - Deputy Chief Operations Officer, Rail
 - Deputy Chief Operations Officer, Contracted Services
 - Deputy Chief Operations Officer, Operations Support
 - Director, Bus
 - Director, Commuter Bus
 - Director, Light Rail
 - Director, MARC
 - Director, Metro Subway
 - Director, Mobility Services
 - Director, OCC
 - Director, Communications and Marketing
 - Field Supervisors
 - Superintendents of Operations
 - Maintenance Managers
 - Other individuals as directed by the Managers of Operations, including MDOT personnel

4.1.5.3 Notification Responsibilities of the Office of Safety

The following describes the notification responsibilities of the Office of Safety following an accident or incident.

1. **MDOT (Designated Maryland SSOA)** – The following outlines the minimum requirements for initial notifications for accidents, incidents, and occurrences, as set forth in Appendix A to 49 CFR Part 674. Part 674 requires MDOT MTA to notify both the SSOA and FTA within two (2) hours of any accident meeting the criteria established in Appendix A of the State Safety Oversight rule.
 - **Accidents are** to be tracked by the transit agency and reported to the SSOA and FTA within 2 hours.
 - **Incidents** are to be tracked by the transit agency and reported to the SSOA within 24 hours.



- **Occurrences are** to be tracked by the transit agency and reported to the SSOA within 24 hours.
 - **Serious Occurrences** (as defined by SSOA in the RSOPS) are Occurrences according to 49 CFR Part 674. These specific items require formal adoption of reports from SSOA. Serious Occurrences are to be tracked by the transit agency and reported to the SSOA within 24 hours.

MDOT MTA shall notify the SSOA of an accident by phone, regardless of the time of day. If MDOT MTA is unable to contact the SSOA point of contact by phone, an e-mail with all of the accident facts must be sent to all SSOA points of contact.

The SSOA shall be notified of all incidents and occurrences which, while not reportable, constitute a hazardous condition within twenty-four (24) hours of their occurrence. Should a non-reportable event represent High or Serious Priority 1 and 2 hazardous condition as defined in the Risk Acceptance/Approval Level Index, MDOT MTA shall report them within two (2) hours.

In any instance in which MDOT MTA must notify the FRA of a safety event, such as an accident as defined by 49 CFR 225.5 (e.g., shared use of the general railroad system trackage or corridors), MDOT MTA must also notify the SSOA and FTA of the safety event within the same time frame as required by the FRA.

- 2. National Transportation Safety Board (NTSB).** Pursuant to NTSB regulations pertaining to notification of railroad accidents (49 CFR Part 840), the MDOT MTA Chief Safety Officer or a designated representative shall notify the National Response Center (NRC) for NTSB-reportable accidents; all NRC reporting for MARC incidents is handled by the host railroad (normally by the dispatcher). Telephonic reporting to the NRC is made through one of two numbers: 800-424-8802 or 800-424-0201. Notification shall be made within two (2) hours from the time of an accident/incident that has resulted in: a trespasser, passenger, or employee fatality; serious injury of two (2) or more employees, passengers, or trespassers requiring admission to a hospital; the emergency evacuation of a train; or a fatality at a grade crossing. The NTSB is also notified within four (4) hours from the time of an accident/incident that has resulted in damage estimated at \$150,000 or more in repairs (or current replacement cost) to the railroad or non-railroad property; or damage of \$25,000 or more to a passenger train including railroad and non-railroad property. The Chief Safety Officer or a designated representative determines whether the NTSB intends to investigate and, if so, notifies the SSOA.

In addition to its mandate to investigate rail accidents meeting the criteria described above, the NTSB is also authorized to investigate other transportation accidents if the Board decides that the accident is catastrophic or involves problems of a recurring character (49 U.S.C. §1131(a)(1)(F)). Highway accidents that the NTSB selects to investigate must be selected in cooperation with the State. (49 U.S.C. §1131(a)(1)(B)). Therefore, the NTSB may, in cooperation with the State of Maryland, select to investigate a major MDOT MTA bus or paratransit accident if it meets the threshold of an accident that is “catastrophic” or “involves problems of a recurring character.” MDOT MTA does not have a notification responsibility in these instances.

- 3. State Plan Office of Maryland Occupational Safety and Health (MOSH).** Federal OSHA requirements state that employers must file a detailed report within eight hours of fatal workplace accidents. Severe on-the-job injuries that do not result in death but require hospitalization, amputations, or loss of an eye must be reported within 24 hours.



4. Federal Transit Administration (Light Rail and Metro only). The Chief Safety Officer, or a designated representative, notifies the U.S. DOT Crisis Management Center within the Office of Intelligence, Security, and Emergency Response by emailing TOC-01@dot.gov or by calling 202-366-1863 as soon as possible, but at a minimum within two (2) hours after the occurrence of an accident that involves any of the following:

- A loss of life
- A report of a serious injury to a person
- Substantial damage resulting from a collision
- A runaway train
- An evacuation for life safety reasons
- Any derailment of a rail transit vehicle, at any location, at any time, whatever the cause

4.1.5.4 At-Scene Procedures

All vehicle operators and MDOT MTA personnel are required to follow the appropriate SOP while at the scene of an accident/incident. The role of on-scene coordinator will often change during the course of the accident/incident. As the first MDOT MTA representative at the scene, the vehicle operator serves as the acting on-scene coordinator until emergency responders arrive or until otherwise instructed by the OCC. The primary responsibility of the vehicle operator is the safety of their passengers and any injured parties. At no time, shall the vehicle operator or any MDOT MTA employee release or volunteer any information regarding the accident/incident to anyone except MDOT MTA personnel or the police without appropriate management approval from Directors level or above. It is the responsibility of the vehicle operator to assist emergency response personnel as they arrive at the scene and to maintain contact with the appropriate OCC.

As emergency responders and MDOT MTA personnel arrive, various mechanisms may be used to control the scene and to begin the accident/incident investigation process, following the MDOT MTA Accident/Incident Manual. MDOT MTA emergency response adheres to NIMS training and applies an ICS approach. Depending on the severity and location of the accident/incident, access to the scene may be restricted to credentialed personnel, photographs and measurements may be taken, and witness statements may be gathered. It is the responsibility of all personnel at the accident/incident scene to support all investigation efforts as deemed necessary by the on-scene coordinator.

Upon arrival, all members will report and identify themselves to the Incident Commander, the MDOT MTA On-Scene Coordinator or ranking MDOT MTA Modal Transportation or Maintenance official, and any other authorized persons involved with the accident/incident before commencing investigation activities. As in all safety investigations, Transportation and Maintenance Supervisors and the MTA Police are made aware of the investigation.

4.1.5.5 Accident/Incident Investigation

It is the responsibility of the Office of Safety to ensure all accidents/incidents and near misses are thoroughly investigated and that all applicable records are maintained, including CAPs developed as a result of investigation findings. This may include working with MTA Police during their investigation of the accident/incident. The degree of the investigation and the parties involved with the investigation depend on the type and extent of the accident/incident. Accident/incident investigations involving MDOT MTA vehicles, for example, may involve Federal and/or State agencies such as the NTSB or the SSOA. The investigation may also involve conducting a detailed engineering analysis to determine accident/incident causes and may require the support of outside contracted expertise. The agency strongly encourages employees to report near misses.

The Administrator or Chief Safety Officer may form an Accident Investigation Board (AIB) if necessary. Members of the AIB are determined by the CSO or Administrator and notified as appropriate. The Chief



Safety Officer is responsible for notifying the AIB members of their participation in the investigation. The SSOA is invited and encouraged to participate as a member of the AIB. The Chief Safety Officer, or their designee, serves as the AIB Chair.

The AIB is authorized to conduct the investigation of the accident/incident in the most expedient manner as determined by the Chair with support from other AIB members. The AIB is also authorized to impound, receive, and examine any evidence related to the accident/incident. The AIB is responsible for maintaining the integrity of the evidence and the chains of custody. In fulfilling this responsibility, secure facilities and assistance from the MTA Police may be utilized.

In all cases, the MDOT MTA strives to identify the root cause and contributing factors to the accident/incident and to take immediate corrective actions to ensure that the same or similar type of accident/incident does not occur. Accordingly, it is critical that the accident/incident investigation process maintains a strong link to the hazard identification and risk management process.

Hazards identified as a result of the investigation are evaluated according to MDOT MTA's Safety Risk Management process previously detailed in Section 3 of this plan. Risk control and mitigation are incorporated into procedures, designs, construction, modifications, and procurements as necessary to prevent further accidents/incidents of a similar nature.

4.1.5.6 Rail Accident/Incident Investigation

For all Light Rail or Metro Subway accidents/incidents, if the SSOA elects to conduct an accident/incident investigation, the MDOT MTA will provide access, documents, and any information that the SSOA determines is necessary for their investigation. While performing the investigation, the SSOA may elect to use its own investigation procedures, or those that have been formally adopted from the MDOT MTA, and which have been submitted to the FTA. The SSOA shall notify the MDOT MTA of its intent to conduct an incident investigation within two (2) hours of being notified of the incident. The SSOA's decision to conduct an accident/incident notification does not preclude the MDOT MTA from conducting its own independent investigation.

When the SSOA has authorized the MDOT MTA to conduct an accident/incident investigation on its behalf, the SSOA shall formally review and adopt the final accident/incident report that is submitted. If the SSOA does not concur with the findings of the MDOT MTA final accident/incident report they must formally transmit its dissent to the findings and work with the MDOT MTA to resolve the issues. If the SSOA does not accept the MDOT MTA final report it must conduct its own investigation, or task a contractor to investigate on its behalf. The MDOT MTA will provide the SSOA with investigation status reports as the SSOA deems appropriate.

The MDOT MTA investigates all significant accidents/incidents and provides a Preliminary Fact Report to the SSOA as required by the RSOPS. A Fact Final Report will be submitted within the time requirement. However, if more time is needed, MDOT MTA will submit a monthly status report which shall include:

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

To provide the SSOA with sufficient investigation data to support causal determinations and allow the SSOA to adequately review and adopt the final investigation report, MDOT MTA will attach as part of the final report related reports used in the investigation such as inspection reports, supervisor reports, operator reports, police reports, and photographic evidence. The MDOT MTA will provide the SSOA a draft final report for review upon request.



4.1.5.7 Non-Rail Accident/Incident Investigation

For non-rail accidents or incidents, MDOT MTA is not required to report to the SSOA. However, all bus and paratransit accidents may be investigated at the discretion of MDOT MTA Office of Safety, MTA Police, or other law enforcement agency representatives dependent upon the location, type, and severity of the accident. MDOT MTA has determined that non-rail accident/incident investigations will be conducted at the following thresholds, but may also conduct investigations at lesser thresholds at its discretion:

- Fatality
- Two or more serious injuries that require transport
- \$25,000 or more in damages
- Evacuation for life safety reasons

4.1.5.8 Accident/Incident Investigation Report

The Office of Safety prepares and submits a **Preliminary Fact Report** and, if required, a detailed Comprehensive Report or AIB Report of the accident/incident investigation to the appropriate authorities, including the Administrator. The report may be preliminary or final, includes, but may not be limited to descriptions of the following:

- **Physical Characteristics of the Scene.** Physical characteristics include, but may not be limited to, a description of vehicle measurements, vehicle condition, posted speed limits, damage to other vehicles or properties, extent of injuries/fatalities to personnel, passengers, or pedestrians, and/or location of landmarks. Photographs of the scene may also be taken depending upon the severity of the accident/incident.
- **Interview Findings.** Interviews may be conducted with MDOT MTA personnel, passengers, witnesses, emergency responders, etc., depending on the extent of the accident/ incident. Typical questions asked during an interview may include asking for a description of what was witnessed, the sequence of events, what may have contributed to the accident/incident, or where the individual was located during the time of the accident/incident. Interview findings may also include information gathered from the Medical Examiner’s Office.
- **Sequence of Events.** The sequence of events will define the time and date of the accident/incident, when emergency responders arrived at the scene, when applicable Federal, State, and local agencies were notified, when vehicles, equipment, or victims were removed from the scene and where they were taken, and/or at what time the accident/incident scene was released, and normal revenue operations began.
- **Probable, Root, and Contributing Causes.** For each accident, MDOT MTA will identify a single probable cause in accordance with the SSOA RSOPS, as amended. If there are multiple probable causes, MDOT MTA shall identify the primary probable cause and list the others as contributing causes. MDOT MTA will analyze the probable cause(s) further to determine the underlying or fundamental cause(s) of an accident, or the root cause(s). The list of probable causes:
 - Rules violations/Human factors
 - Equipment failure
 - Poor maintenance
 - Slips and falls
 - Action of motorist
 - Imprudent customer actions
 - Pedestrian actions
 - Suicides
 - Trespassing
 - Medically related
 - Other



- **Conclusions.** The conclusion should be a brief summary of the preceding information with a final classification of the accident/incident as being the result of operator error, pedestrian error, driver error, etc.
- **Recommendations and Corrective Actions.** Based on the investigation findings, recommendations and corrective actions should be developed and assigned to the most applicable and responsible party for implementation. If necessary, a formal CAP may be developed.
- **Document Control Number.** The Office of Safety generates a document control number to all accident/incident investigation reports so that corrective actions that are developed as a result of the accident/incident can be tracked through fruition.

The investigation report prepared by MDOT MTA shall be submitted to the SSOA within 30 calendar days following the event unless an extension is requested and granted.

The Preliminary and Final Fact Report are subject to change to improve clarity and efficiency. Prior to implementing any updated forms, SSOA will have the opportunity to approve the new forms and attend training on the new forms.

4.1.5.9 Post-Accident/Incident Investigation Activities

Since the primary reason for conducting an accident/incident investigation is to determine accident/incident causes and to prevent reoccurrences and thereby improve MDOT MTA operations and services, it is critical to ensure that approved corrective actions are not only implemented, but also monitored to ensure and measure their effectiveness. It is the responsibility of the department or mode in which the accident/incident took place, with support from the Office of Safety, to fulfill this requirement. After all relevant investigations are complete and root causes have been identified, this information should be shared as “lessons learned” throughout the agency to prevent future occurrences.

All accident/incident information including, but not limited to investigation reports, witness statements, photographs, CAPs, and disciplinary action taken against an operator or MDOT MTA employee as a result of the accident/incident, is documented and maintained by the Office of Safety and the applicable department or mode in which the accident/incident took place. All final reports are placed into the electronic document management system. All accident/incident investigation findings including root causes and hazards identified during the investigation are linked and fully evaluated and managed through the MDOT MTA’s Safety Risk Management Process.

General responsibilities and additional information of personnel and departments with respect to accident/incident reporting and investigation are provided in the MDOT MTA Accident/Incident Investigation Handbook.



4.1.6 Facilities and Equipment Inspection

Inspections of facilities and equipment are necessary to ensure MDOT MTA remains capable of fulfilling its mission of providing safe, reliable, and efficient services to its passengers. Facilities and equipment impact MDOT MTA's ability to ensure ADA compliance, facilitate asset management, and allocate resources to address issues in a timely manner. Hazards in facilities are the most reported items within an SMS. Consequently, routine, daily inspections of MDOT MTA's facilities and equipment are performed by its operations and maintenance staff. The Office of Safety also performs general audits and inspections of the transit system. The sections that follow describe MDOT MTA's facility and equipment inspection processes.

4.1.6.1 Facilities and Equipment Subject to Inspection

The primary purpose of performing facility and equipment inspections is to identify hazards, program deficiencies, and system risks within MDOT MTA's operations and services. The inspection process functions as a component of MDOT MTA's Internal Safety Review Process and is therefore directly linked to MDOT MTA's Safety Risk Management Process. All findings are documented, evaluated, and prioritized for closure in accordance with the Safety Risk Management Program.

Routine facility and equipment inspections are performed during MDOT MTA's daily operations by operations, maintenance, and safety staff to assure MDOT MTA's systems remain safe and reliable. All facilities and equipment owned and operated by the MDOT MTA are included in this process. This includes MDOT MTA operations, rolling stock, track, rights-of-way, power distribution systems, communications facilities and systems, equipment, stops, structures and facilities, stations and platforms, and signals owned or operated by the agency. The inspections are conducted to identify and document unsafe or unhealthy conditions; to evaluate compliance with the SMS and other applicable safety controls; and to ensure corrective actions are developed, implemented, and proven effective.

The inspections are also performed to:

- Review training materials and records
- Review SDS to ensure availability for all chemicals used at a location
- Record all observed hazards and violations and develop recommendations and corrective actions for their elimination or control
- Ensure departments have adequate emergency and safety related supplies

4.1.6.2 Regular Inspection and Testing

Equipment and vehicles are inspected and tested according to appropriate preventive maintenance schedules, industry standards, and/or manufacturer recommendations. Inspections are also conducted as a result of accidents/incidents, employee or passenger complaints or notifications, or safety analyses and hazard reports. Work orders are generated as necessary to resolve identified issues, and the responsible maintenance divisions or contractors are notified.

Facility Supervisors and Department Managers hold the primary responsibility for ensuring facility and equipment inspections are routinely performed according to established procedures and manufacturers' recommendations. In addition, the Office of Safety may also perform detailed facility and equipment inspections on the equipment and facilities that the MDOT MTA owns or operates and/or review inspection procedures, checklists, findings, and corrective actions. Preventive maintenance records maintained by the operating department may also be inspected in order to identify hazards and to verify the accuracy of inspection and testing data and methods. Internal Safety Reviews are also performed on processes to ensure control or resolution of reported hazards as well as to ensure compliance with applicable local, State, and Federal regulations and MDOT MTA policies and procedures.



Maintenance employees and representatives from the Office of Safety inspect each MDOT MTA facility, including stations, shops, offices, and other locations. These inspections are conducted utilizing the facility safety inspection form. These inspections ensure that all safety appliances are properly placed, in good condition, and being used in accordance with MDOT MTA procedures and manufacturer recommendations. The use of written checklists helps to ensure inspections are conducted in a consistent manner and that all safety and security critical items are inspected. Written reports are prepared detailing inspection findings, corrective actions, responsible parties for implementing the corrective actions, and estimated closure dates. Follow-up inspections are conducted to ensure action was taken.

Managers and supervisors are responsible for immediately notifying their employees of any hazard identified in the workplace and for acting to eliminate, mitigate, and/or control these hazards. It is the responsibility of the department in which the hazard was identified to notify all other departments and personnel that may be affected by or exposed to the hazard and obtain approval from the Office of Safety for their hazard mitigation plan. It is also the responsibility of the department in which the inspection took place to implement and monitor the success of proposed recommendations and corrective actions and follow the MDOT MTA Safety Risk Management process as outlined in Section 3 of this plan.

The Office of Safety tracks corrective actions to closure, including inspection results, reports, recommendations and corrective actions, and follow-up activities taken as a result of the inspection. This information is documented and maintained in the Corrective Action Plan Monitoring Log (CAP Log), which is stored in the electronic document management system. Corrective actions are tracked to closure and are included in MDOT MTA's annual report to SSOA for its Metro Subway and Light Rail operations.

The Office of Safety develops and maintains checklists for those inspections carried out by Modal Safety Officers and other staff as assigned. These checklists are to be used by the Office of Safety personnel only and are meant for performing safety-related inspections of facilities and equipment. These checklists are a subordinate document to the MDOT MTA PTASP. Checklists used by maintenance personnel are developed and managed within each respective mode.

4.1.6.3 Maintenance Audits and Inspections

An effective maintenance program cannot only reduce the vehicle and equipment replacement costs associated with MDOT MTA operations and services, but it also aids in fulfilling MDOT MTA's mission of providing safe, reliable, and efficient service. Applying the Internal Safety Review and inspection processes to MDOT MTA's maintenance activities is critical in ensuring the effectiveness of the maintenance program.

4.1.6.4 Safety Compliance Assessment and Inspection Tasks and Responsibilities

The MDOT MTA maintenance program is based on preventive maintenance, non-scheduled maintenance, and campaigns to improve fleet safety and reliability. This includes MDOT MTA operations, rolling stock, track, rights-of-way, power distribution systems, communications facilities and systems, equipment, stops, structures and facilities, stations and platforms, and signals owned or operated by the MDOT MTA. Maintenance activities also include performing accident/incident and vandalism repairs, and warranty work.

All maintenance work is performed in accordance with the applicable preventive maintenance schedules, procedures, industry standards, and/or manufacture recommendations. Maintenance procedures and manuals are maintained in each of the maintenance facilities for each of the MDOT MTA's modes and within the electronic document management system.





Periodic quality inspections of maintenance facilities, equipment, and work practices are also conducted by maintenance technicians and supervisors as well as by representatives from the Office of Safety. The Office of Safety conducts monthly facility safety assessments and inspections. These inspections are conducted utilizing the facility safety inspection form. Office of Safety also reviews the maintenance procedures, policies, and practices during the Internal Safety Review.

Both the quality checks and Internal Safety Reviews include conducting:

- Interviews and discussions with personnel
- Reviews of procedures and records
- Firsthand observations of operations and maintenance activities
- Visual examinations and measurements.

The information gathered when performing preventive and corrective maintenance as well as the information gathered through audits and inspections, is used to identify hazards and system risks. The process is also used to perform failure analyses on systems, vehicles, equipment, and other components of MDOT MTA operations and services to identify trends, including those caused by design and material defects; improper installation or use of parts and equipment; operating environments and conditions; operator error; other systems, subsystems, or components; or the lack of required maintenance or testing. Once identified, the trends, hazards, and system risks can be analyzed according to MDOT MTA's RAP and eliminated or controlled appropriately.

Corrective actions, including the use of different parts; making modifications to systems, vehicles, equipment, or other components; revising procedures, practices, and maintenance manuals; retraining employees and vehicle operators; or increasing testing practices and procedures, are developed and tracked to closure through MDOT MTA's CAP Log and the SSOA. Regardless of the corrective action taken, it is the responsibility of the department in which the hazard was identified, and its associated maintenance department to monitor the success and effectiveness of the action. Records are maintained in a standard format of all maintenance activities. Because maintenance audits and inspections function as part of MDOT MTA's Internal Safety Review, the information gathered through this process is included in MDOT MTA's annual report to SSOA for its Metro Subway and Light Rail operations. The Bus Safety Committee is responsible for completing assessments, the hazard log, and tracking corrective actions.

The Office of Safety develops and maintains checklists for those inspections carried out by Modal Safety Officers and other staff as assigned. These checklists are to be used by the Office of Safety personnel only and are meant for performing safety-related inspections of maintenance activities. These checklists are a subordinate document to the MDOT MTA PTASP. Checklists used by maintenance personnel are developed and managed within each respective mode.

Supervisors monitor maintenance activities and are responsible for ensuring that required inspections and repairs are conducted according to schedules and procedures. Examples of these activities include:

- **Pre-trip Inspections.** It is the responsibility of all vehicle operators to perform pre-trip inspections of their vehicles prior to entering revenue service. All vehicle defects identified by the operator are noted on the applicable pre-trip inspection card and reported to maintenance personnel. If a vehicle has a defect or is damaged to the extent that the operator feels that it is unsafe for service, he/she notifies the OCC and maintenance department and the vehicle is repaired or replaced. If vehicles are safe for service, they are operated, and all non-safety/security related defects will be corrected as soon as possible. Maintenance personnel maintain a record of all operator defect reports.



- **Vehicle Accident/Incident Repairs.** All accidents/incidents involving vehicles are reported to the OCC upon identification. Vehicles damaged as a result of an accident/incident are removed from revenue service, evaluated by maintenance personnel, and repaired as soon as possible, depending upon the degree of damage.
- **Preventive Maintenance.** Scheduled maintenance activities include, but may not be limited to, preventive maintenance programs tied to vehicle mileage, manufacturer recommendations, or industry standards. Preventive maintenance programs have been established for all MDOT MTA vehicles and the programs attempt to identify and eliminate potential problems and hazards prior to the need for performing corrective maintenance, which can often increase costs.

Supervisors are also responsible for ensuring that all repairs are made and documented in accordance with local, State, and Federal regulations. General responsibilities of personnel and departments with respect to maintenance audits and inspections are provided as follows:

- **All Personnel** must perform periodic inspections of their work areas to identify unsafe and/or unhealthy conditions.
- **Maintenance Department Managers and Supervisors** are responsible for assigning qualified personnel to perform preventive maintenance inspections and audits and overseeing the inspection and audit process to assure and verify that it is completed correctly. These processes should adhere to the Maintenance Management Plan for each mode. Maintenance Department Managers must also coordinate the issuance of appropriate work orders to address inspection findings that have indicated a need for repair.
- **Maintenance Technicians and Supervisors** assigned responsibility for performing preventive maintenance inspections and audits must:
 - Complete the inspections and audits in accordance with the established procedures and schedules.
 - Notify their direct supervision and Office of Safety, according to the appropriate chain of command, and to take immediate action to address all identified hazards. Timely reporting must be accomplished in order to prevent injury or damage to employees, contractors, passengers, or equipment that may come into contact with the hazard before it is eliminated or controlled.
 - Document all inspection and audit findings.
- The **Office of Safety** is responsible for notifying the SSOA of all unacceptable hazards identified during inspections and audits of MDOT MTA's Metro Subway and Light Rail operations, and to report quarterly on the status of corrective actions taken to address identified hazards and program deficiencies.
- **Modal Safety Officers** are required to oversee the maintenance inspection and audit program for their respective modes, and to participate in the inspections and audits as directed by management, to verify and assure that the inspections and audits are being performed in accordance with established procedures and schedules. Modal Safety Officers must ensure maintenance audit and inspection findings are integrated into the Safety Risk Management Program. This includes assisting in the development of corrective actions for identified hazards and deficiencies, tracking the implementation of corrective actions, and performing follow-up activities to verify the effectiveness of corrective actions.



4.1.7 Rules and Procedures

MDOT MTA's operations and services are continually growing and changing in response to passenger and system needs. These changes directly impact how MDOT MTA operates and maintains its systems, equipment, and facilities. It is therefore essential that all operating and maintenance rules and procedures remain accurate and up to date so that MDOT MTA can continue to provide safe and reliable service to MDOT MTA's customers. When rules or procedures are revised, it is necessary to review and update training materials so that processes on which employees are trained are consistent with the procedures. The following sections provide a description of the processes used to perform reviews of rules and procedures.

4.1.7.1 Rules and Procedures Safety Risk Assessment Process

Each of MDOT MTA's modal operations is responsible for reviewing and revising, as needed, the operating and maintenance rules and procedures applicable to their departments.

Rules and procedures are also reviewed and revised when:

- Accident/incident investigations determine that a procedural change is required
- In response to system modifications or changes including new system and equipment procurements
- In response to changing Federal, State, and local regulations and requirements
- Findings generated through the Internal Safety Review "Process" or audits performed by external agencies such as the SSOA, FTA, and FRA indicate the need for revised procedures

Creating a new rule or procedure or modifying an existing rule or procedure is one of the seven triggers for a Safety Risk Assessment (SRA). The assessments are performed to ensure existing safety requirements are met; to verify that proposed changes do not create new hazards or present additional risks to the system; to assure the effectiveness of existing safety controls will not be reduced; and, to ensure that risks to personnel, passengers, contractors/vendors, equipment, facilities, and other properties or the environment will not be increased.

Rules and procedures subject to the SRA process include vehicle operator rulebooks and EOPs; vehicle, system, and facility maintenance manuals and procedures; training materials and programs; human resources policies and procedures; and safety programs, plans, and procedures.

Management and administration of the rules and procedures review process is the responsibility of the Modal Operations Directors and the Director of Training. Because the annual rules and procedures review process functions as a portion of MDOT MTA's Internal Safety Review Process and Hazard Risk Management Process, the Chief Safety Officer is responsible for overseeing the process to assure compliance with this PTASP and SSOA requirements. Each Modal Operations Director coordinates the annual review process for their mode and assigns staff as necessary to ensure the completion of the review. In some cases, a small committee consisting of supervisory personnel and front-line staff may be formed to facilitate and conduct the review.

All modal rules and procedures are reviewed in their entirety periodically to assure they remain consistent and up to date with the most recent operating and maintenance practices. Bulletins, special orders, and notices developed and implemented during the year are also reviewed to determine if they should be incorporated directly into the rule book or into a formal procedure. The proper use of these publications and documents are captured in the Employee General Rules and Regulations: Operating Rules.



Hazard and program deficiencies identified through the review process are documented in modal HTLs, assessed and prioritized per MDOT MTA's Safety Risk Management Process, and tracked to ensure that controls and mitigations are being carried out and are effective. All proposed changes to MDOT MTA rules and procedures are documented and provided to the Modal Operations Director, their Deputy Directors, Supervisors, selected front line employees, and the Modal Safety Officer for review and concurrence. Proposed changes to MDOT MTA's Metro Subway and Light Rail rules and procedures are also provided to SSOA for review and concurrence.

Once approved, the changes are formally incorporated into the rulebook and applicable procedures and re-issued as necessary to all applicable staff. If, as a result of the review, it is determined that no changes to operating rules or procedures are necessary, the Modal Operations Director for the respective mode is responsible for notifying the Chief Safety Officer and MDOT MTA Administrator, in writing, that the rules and procedures review has been completed and no changes are required. The Chief Safety Officer is responsible for reporting this information to the SSOA for MDOT MTA's Metro Subway and Light Rail operations as part of fulfilling MDOT MTA's annual reporting requirements.

4.1.7.2 Assessing Implementation of Rules and Procedures

Once developed, it is important to assess if rules and procedures are being implemented as intended, throughout MDOT MTA's operations and services. If not implemented, or if implemented incorrectly, the system hazards and risks the rules and procedures have been written to address will remain unresolved and the rules and procedures review process will have failed. It is for this reason that MDOT MTA supports and evaluates the implementation of new and revised rules and procedures through various techniques. These include employee training and evaluation of work practices such as supervisor ride checks, supervisor inspections, and increased management oversight.

It is the responsibility of the Director of Operations for each of MDOT MTA's modal operations to ensure all new and revised rules and procedures are implemented and followed as intended. To facilitate this process, applicable employees are notified of all new rules and procedures via special orders, bulletins, and/or notices. If the new or revised rule and/or procedure is extensive, training programs are developed and provided to all applicable personnel including contractor/vendor staff. It is the responsibility of all employees and contractors/vendors to comply with new or revised rules and/or procedures as directed by management.

Employee compliance with rules and procedures is measured through MDOT MTA's Internal Safety Review Process, which includes work practice inspections, and Supervisor oversight of employee work practices. All hazards and deficiencies identified through this process are documented, evaluated, and prioritized in accordance with MDOT MTA's Hazard Risk Management Process. When necessary, disciplinary action is taken to ensure compliance with the rules and procedures. Supervision's compliance and enforcement of established rules and procedures is also measured through this process. When new policies, procedures, or work rules are developed, training will be updated to communicate what has been changed.



4.1.7.3 General Responsibilities of all Personnel and Departments with Respect to Rules and Procedures

General responsibilities of personnel and departments with respect to the rules and procedures review process are provided as follows:

- It is the responsibility of the employee to track all training requirements that are required for their job classification.
- It is the responsibility of all employees to adhere to all established rules and procedures.
- It is the responsibility of the Director of Operations for each of MDOT MTA's modes to ensure an annual review of all operating and maintenance rules and procedures is performed.
- It is the responsibility of the Director of Operations and the Modal Safety Officer for each of MDOT MTA's modes to evaluate proposed changes and/or modifications to operating and maintenance rules and procedures to determine safety implications of the proposed change.
- It is the responsibility of the Director of Operations for each of MDOT MTA's modes to ensure appropriate personnel and departments are included in the review process.
- It is the responsibility of the Director of Operations for each of MDOT MTA's modes to notify all appropriate personnel and departments when a change or modification has been made to an existing operating or maintenance rule or procedures.
- It is the responsibility of the Director of Operations for each of MDOT MTA's modes to actively enforce all rules and procedures through immediate and consistent disciplinary action.



4.2 Change Management

Effective change management can help to ensure that all changes and modifications made to the systems, operations, facilities, equipment, or other properties as well as policies, procedures, and/or rules used during MDOT MTA operations and services are systematically planned, evaluated, approved by the appropriate parties, and documented. MDOT MTA's change management processes are described herein.

As discussed in Section 3 – Safety Risk Management (SRM), the safety risk management program incorporates the management of risk in all elements of the MDOT MTA system through identification, assessment, and mitigation. Changes within the agency, whether to documents, policies, equipment, or practices, may present new safety risks. To this end, the SRM process guides MDOT MTA's evaluation of proposed changes.

Section 3 also defines the seven events that may trigger a Safety Risk Assessment. Change Management is a key process that initiates the feedback loop between Safety Risk Management and Safety Assurance activities for several of these trigger events, particularly:

- New Procedures Developed/Existing Procedures Revised
- New Construction Project/Existing Facility of System Modification
- New Capital Acquisitions/Modification to Equipment or Infrastructure
- Proposed System Expansion/New or Modified Routes

Effective Change Management ensures that the potential impacts and outcomes of changes to procedures, project designs, and project use and utility are evaluated and documented in writing, and that all parties who are potentially affected by the proposed changes have input into assessing these impacts and outcomes. Figure 27, on the next page, illustrates the relationship between Safety Risk Management and Safety Assurance. If the safety data that is received in the Monitoring and Measuring activities indicate that a mitigation or control is ineffective, the system or operation will need to go through the SRM process to assess the level of risk and analyze the root cause or causal factors of the hazard.



Relationship Between SRM and SA

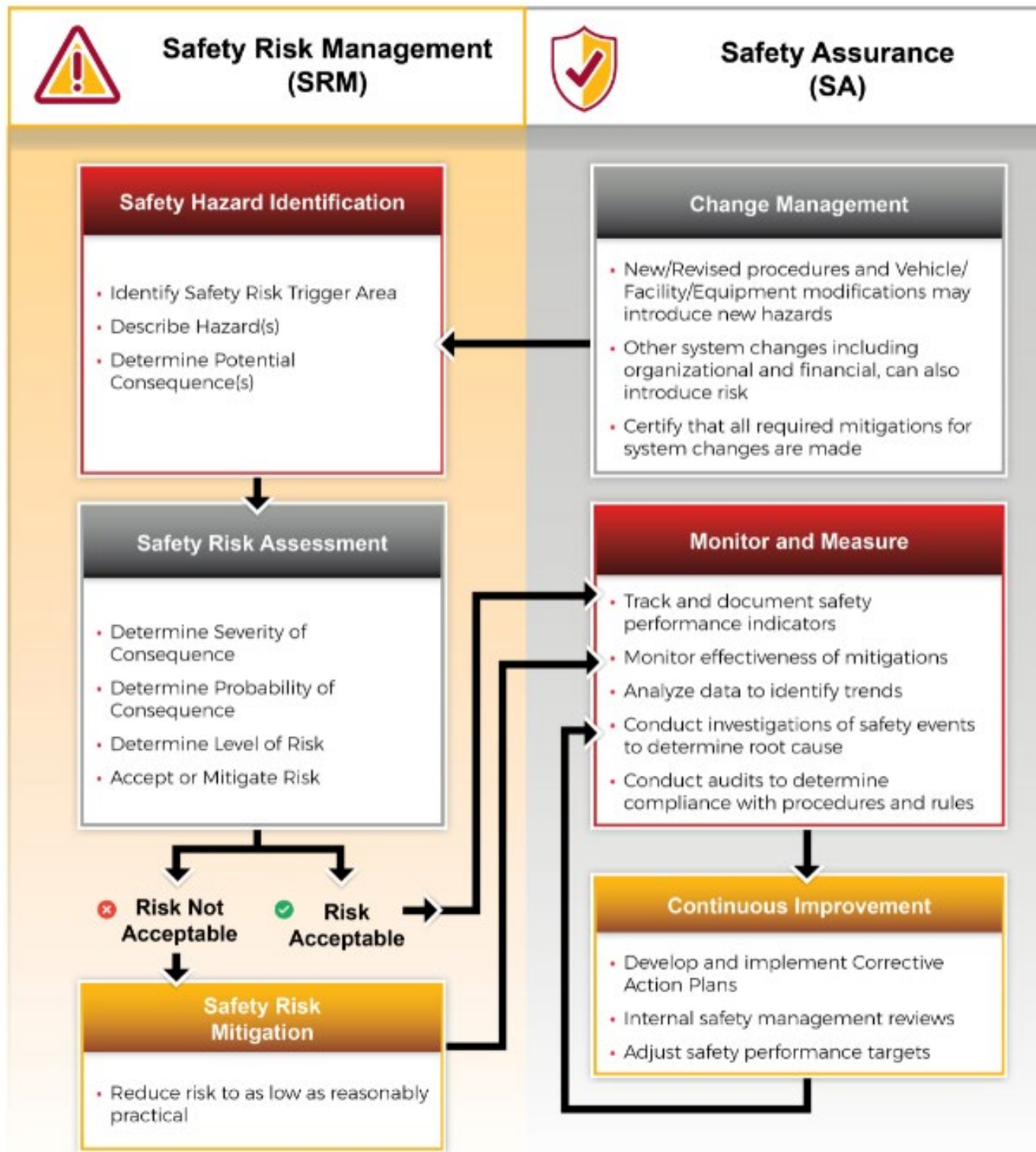


Figure 27 - MDOT MTA Safety Risk Management and Safety Assurance Relationship



4.2.1 Configuration Management

Configuration management primarily involves the control of changes and modifications made to MDOT MTA documents. This process establishes a method for formally reviewing and approving proposed modifications and changes to documents to assure proposed modifications:

- Will be compliant with applicable State, Federal, and local regulations
- Will be compatible with and consistent throughout all existing policies, procedures, and rules
- Will not reduce the safety and hazard controls already in place on the system
- Will not introduce new hazards to the system

Configuration management applies the SRM process to identify hazards that may be introduced when MDOT MTA documents are changed or modified. As with any change, new or different real or potential hazards may be identified through active employee safety reporting and robust interdepartmental data collection. As discussed in Section 3, these hazards can then be tracked, assessed, and mitigated in a process of continual improvement (see Section 4.3 for more detail on Continuous Improvement).

The Configuration Management process is controlled by the Configuration Management SOP (MTA-GP-04-01). Examples of the types of documentation that are evaluated as part of the configuration management process include policies, procedures, guidelines, rulebooks, training materials, drawings, schematics, as-builts, manuals, catalogues, bulletins, notices, general orders, pamphlets, information related to replacement parts and components, or other technical data. It is the responsibility of all personnel whose duties entail the authoring and/or revising of these documents to thoroughly evaluate proposed changes and modifications to these documents to ensure the changes or modifications meet the aforementioned requirements of the review process. If it is determined through this evaluation that the proposed change or modification does not meet one or more of the four requirements, the change or modification cannot be made.

Careful documentation and dissemination of all proposed changes and modifications are also critical elements to an effective configuration management program. Once a change or modification has been thoroughly evaluated and made to a document, it is the responsibility of that document's authoring or controlling party to disseminate the revised document to the applicable personnel and departments. It is also the responsibility of the authoring or controlling party to notify the applicable personnel and departments of what other documents have been changed or must now be revised as a result of the change or modification.

Only the pages containing the change or modification require copy and distribution as long as a memo is attached detailing the pages that must be replaced within the document(s). Depending on the extent of the change or modification, such as in the case of a new rule or procedure, training may be required to ensure all personnel fully understand the change or modification as well as their responsibilities as they relate to the change or modification.

The configuration management activities of the MDOT MTA have not been assigned to a specific department within the MDOT MTA but are instead carried out by each of MDOT MTA's departments. It is therefore the responsibility of all MDOT MTA departments to not only implement the configuration management practices detailed by this PTASP, but to also maintain up-to-date files or document libraries of all documents pertaining to the department's operations and services. It is the responsibility of all personnel to remain cognizant and up to date regarding the rules, regulations, procedures, and/or policies related to their departments, their job classifications, and the MDOT MTA.



4.2.1.1 General Responsibilities

General responsibility of personnel and departments with respect to MDOT MTA's configuration management practices are provided as follows:

- Department Managers must thoroughly evaluate all proposed changes and modifications made to existing and new documents used by their departments.
- Department Managers must ensure all applicable personnel and departments are notified of all changes and modifications made to existing documents as well as issuance of new documents.
- All personnel must remain cognizant of rules, regulations, procedures, and policies governing the department, specific job classifications, and the MDOT MTA.
- Each Department must maintain accurate documentation, files, and document libraries of all documents pertaining to the operations and services of the department and the performance of job duties.
- It is the responsibility of all Department Managers to ensure all employees and contractors under their supervision receive necessary training regarding updated, revised, and new documents and their requirements as applicable to ensure safety.

4.2.2 System Modification

MDOT MTA systems and operations are regularly modified to maintain compliance with industry standards, Federal, State, and local regulations, and to ensure customers are continually provided with a high level of service. System changes and modifications may also result from inspections, employee observations, post-accident/incident investigations, internal and external audits, and/or safety data analysis. All changes or modifications made to MDOT MTA's operations and services have the potential to affect customer, employee, and system safety and security, and as such, detailed reviews of proposed system modifications must be performed.

System modifications to infrastructure, vehicles, or equipment are identified as one of the "seven triggers" detailed in Section 3 – Safety Risk Management. Such modifications trigger a safety risk assessment, as they may lead to potential consequences that present safety risks. To this end, system modifications must be reviewed and approved, as detailed below.

4.2.2.1 System Modification Review and Approval Process

MDOT MTA's Global Standard Operating Procedure for System Modification Review and Approval Process (MTA-GP-04-02) has been developed to ensure that proposed system modifications and changes are compliant with all applicable State, Federal, and local regulations; are compatible with existing systems; will not reduce the safety and hazard controls already in place on the system; and will not introduce new hazards to the system. This review and approval process applies to:

- Changes in safety-critical processes or functions
- New construction projects or modifications to existing facilities which are limited in scope
- Overhauls or procurement of new rolling stock (which goes through the Safety Certification Process, inclusive of the System Modification Review and Approval)
- Proposed system expansions including new routes or operating territories

The System Modification Review and Approval Process begins as early as possible in the project life cycle. For each proposed change or system modification, the Engineering or Maintenance Department Project Leader/Resident Engineer and design team complete a System Modification Authorization



Request Form, define the scope of the work to be completed and establish the requirements for design reviews and project tracking and reporting. The design team also determines the resources required to perform the work (i.e., funding, equipment, consultants, contractors, other MDOT MTA departments and divisions, etc.). The Engineering or Maintenance Department is also responsible for:

- Reviewing applicable regulations
- Conducting site visits
- Reviewing Technical specifications
- Performing various types of engineering analyses and other related work

The sponsoring department is responsible for overseeing the System Modification Review and Approval Process with the participation of the Chief Safety Officer or their designee throughout each phase of the project, beginning with the preliminary design review process. For each project, the Chief Safety Officer assigns a representative from the Office of Safety to participate directly in the project.

The sponsoring department and the Office of Safety representative assure the proposed change or modification is evaluated by qualified personnel to determine its effect on the safety of MDOT MTA's systems and operations. This requires:

- Reviewing applicable regulations
- Conducting site visits
- Reviewing technical specifications
- Performing various types of engineering analyses including, but not limited to, failure modes and effect analyses, preliminary hazard analyses, and/or fault tree analyses
- Safety Risk Assessment and Mitigation as required

The performance of these types of activities may require the joint efforts of multiple MDOT MTA departments and personnel, or the outside support and expertise of contracted personnel.

The Office of Safety representative is responsible for working with the design team, construction team, and project engineering to ensure the safety requirements of all designs are accurately identified and included in project specifications and work plans prior to the start of the project, or the procurement of services, materials, or equipment. Examples of safety requirements include, but may not be limited to:

- Inclusion of safety related engineering controls within the design
- Hazardous materials and chemical storage, handling, and use
- Materials compatibility
- Equipment and systems compatibility
- Vehicle and equipment safety
- Fire protection and life safety
- Occupational safety and health



In establishing a safety specification review for each system modification, the sponsoring department ensures adherence to the applicable safety requirements of all relevant outside agencies and organizations. The specification also provides for the appropriate participation of all other relevant departments within the MDOT MTA and the participation of its contractors where appropriate. The safety specification review process applies to:

- Changes to safety-critical processes or functions
- New construction projects or modifications to existing facilities and systems
- New capital acquisitions and changes or modifications to major equipment or infrastructure
- Plans for equipment and materials transportation, storage, handling, and disposal

Once the planned/proposed change or modification has been thoroughly evaluated and approved, work may begin. All parties, personnel, and departments that are affected by the modification are notified of the modification prior to the start of work and are kept apprised of the implementation progress throughout the course of the project.

It may also be necessary (depending upon the extent and nature of the modification) to develop and implement a formal SSCP. For example, large or critical projects, such as the LRV Mid-Life Overhaul project, require that a formal SSCP be developed and implemented. This is necessary to not only meet Federal requirements and regulations, but also to ensure all safety requirements and contract obligations have been met. Implementing the use of new brake pads throughout the bus fleet, however, would not require a formal SSCP, although the new brake pads would have to be evaluated to ensure they meet all necessary quality and safety standards.

The Office of Safety's first responsibility at the onset of a project is to determine the need for a SSCP at the onset of the project so that safety and security certification efforts can be started at the preliminary stages of a project. This is done to ensure the SSCP remains cost effective and efficient.

Once the modifications are complete, the department in which the modification occurred is responsible for monitoring and evaluating the effects the modification has had on the system or operation. All system modifications are thoroughly documented.

4.2.2.2 General Responsibilities

General responsibilities of personnel and departments with respect to system modifications are provided as follows:

- It is the responsibility of **all personnel** involved in a system modification to comply with the guidance and procedures outlined in MTA-GP-04-02 and participate in the system modification review process as necessary and as determined by management.
- It is the responsibility of the **Engineering or Maintenance Department Project Leader/Resident Engineer** to ensure impacts from the proposed modifications are thoroughly evaluated prior to implementing them into the system.
- It is the responsibility of the **Office of Safety representative** to oversee the evaluation process and to keep the Chief Safety Officer apprised of project status and any issues that may arise requiring additional support from the Office of Safety.
- It is the responsibility of **department management** to stop work on all unauthorized system modifications. It is the responsibility of the **sponsoring department** to notify the stakeholders



(e.g., Engineering, Safety, Procurement) of the proposed system modifications using the MDOT MTA System Modification Authorization Request Form and to receive approval before the commencement or resumption of work.

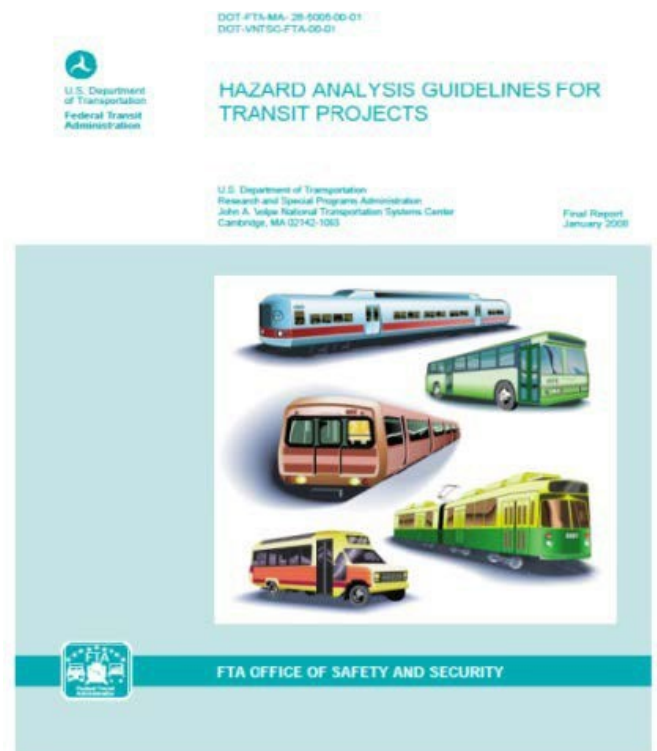
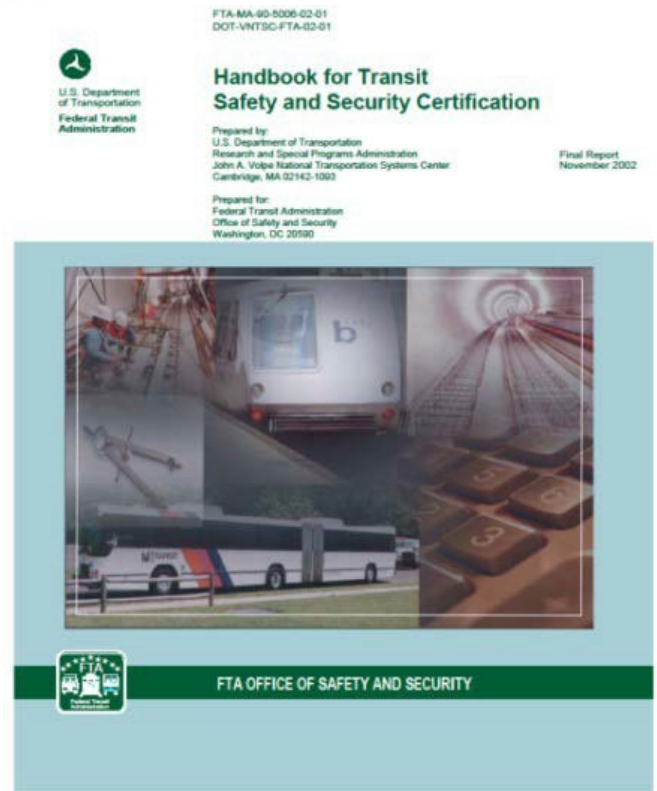
- If the System Modification cannot be completed before the change, it must be completed within 72 hours of work initiation, particularly for emergency work.

4.2.3 Safety and Security Certification

Safety and security certification is a multiphase process that applies the SRM steps to verify that all planned safety and security activities are completed and properly documented prior to revenue operations or the start of services related to an acquisition or system modification. Safety certification hazard analyses include preliminary hazard analysis (PHA), operational hazard assessment (OHA), failure modes, effects and criticality analyses (FMECA), and fault tree analyses. Together these processes enable MDOT MTA to identify and assess any new risk that may be introduced through new projects or modifications related to operations, services, acquisitions, or system modifications.

Safety and security requirements included in contract specifications are properly interpreted, designed, and incorporated into the project; safety and security-related plans, procedures, and training materials related to the project are reviewed for consistency and compatibility with upgrades, changes, or modifications made throughout the project; and, new documentation is developed, if necessary, and approved prior to the start of revenue service.

Safety and Security Certification is a project-specific endeavor required for all projects receiving FTA funding through full funding grant agreements. Although separate SSCPs may be developed for each individual project or system modification, the following represents the basic processes used by the MDOT MTA throughout all safety and security certification efforts. The Office of Safety reserves the right to review all ancillary projects prior to initiation to determine the need for Safety and Security Certification above and beyond the FTA requirements as per System Modification and Review Process Global SOP, MTA-GP-04-02.





The MDOT MTA has developed a project specific SSCP and/or SSMP. For each project that requires an SSMP under the FTA guidelines, MDOT MTA will develop a project specific SSMP. This plan should identify specific safety and security activities for each phase of the project and be in accordance with the requirements of the MDOT MTA PTASP as well as with the requirements of the Hazard Analysis Guidelines for Transit Projects; DOT-FTA-MA- 26-5005-00-01, dated January 2000 and Handbook for Transit Safety and Security Certification; FTA-MA-90-5006-02-01; Final Report November 2002 and FTA C 5800.1, dated August 1, 2007. These documents provide guidelines and recommendations for implementing a SSCP/SSMP for new systems, vehicles, facilities, additions, or modifications and identify specific safety and security activities for each phase of the project.

Once notified of an upcoming project, the Office of Safety, with support from MDOT MTA Engineering and/or other departments as appropriate, assesses the safety and security risk of the project. This is accomplished by reviewing the project description and identifying potential safety hazards and security vulnerabilities. Each project is entered into a Safety and Security Certification Project Log, which can be found in the electronic document management system, and a determination is made of whether the project requires safety and security certification based off its risk assessment. For projects requiring safety and security certification the Office of Safety identifies the activities needed to be completed prior to revenue service. Projects valued at \$100 million or greater and designated as Major Capital Projects by the FTA shall also be included in the log. The log is tracked and maintained by the Office of Safety using the electronic document management system.

The safety and security certification process is intended to act as the assurance and validation portion of a project. Consequently, the goal of the SSCP is to document a verification and validation process that demonstrates compliance with both the safety and security requirements (i.e., Federal, State, local laws, regulations, guidelines, etc.) and the specification requirements. The goal of the SSCP is also to demonstrate the effectiveness of hazard controls or countermeasures identified in the hazard identification and analysis. The following safety and security elements are addressed in this process:

- **System Safety** – identification, elimination, minimization, or control of potential hazards and the protection of property from damage
- **Occupational Safety** – identification, elimination, minimization, or control of potential hazards to employees and emergency response personnel
- **Fire/Life Safety** – identification, elimination, minimization, or control of potential hazards to passengers, employees, emergency response personnel, and the general public caused by fire, smoke, explosion, or resulting panic; and the protection of personnel and property from fire, explosion, or chemical exposure
- **Public Safety** – identification, elimination, minimization, or control of potential hazards to the general public and passengers that result from the operation of the system
- **System Security** – identification, elimination, minimization, or control of potential threats and vulnerabilities to passengers and the system including stations, yards, maintenance shops, and control centers

The SSCP also serves to validate that all practical steps have been taken to ensure the operational safety of the project. The focus of the SSCP is to therefore:

- Assure, to the maximum extent practical, that necessary safety and security requirements are incorporated into the project.
- Implement a systematic review of testing, analyses, inspections, and demonstrations of each



element of the system and each component of those elements to demonstrate conformance with safety and security design requirements, safety and security criteria, and specification requirements.

- Document those tests, analyses, inspections, or reviews on a format that will clearly display the successful completion of the project for presentation to the Administrator, the SSOA, or other interested agencies or individuals. The documentation will also display all safety and security-critical items and potential hazards and vulnerabilities that could not be eliminated or controlled prior to entering revenue service.
- Evaluate safety and security-critical elements or equipment with vital functions affected by additions, deletions, substitutions, rebuilding, replacement, modification, or new design associated with the project to identify and resolve potential hazards and vulnerabilities through a hazard elimination/reduction process.

4.2.3.1 Safety and Security Certification Responsibilities

Depending on the extent of the project, there may be a number of program and/or contractor groups or departments responsible for coordinating, participating in, or tracking the status of the SSCP. The following provides a summary of responsibilities these parties may have during the completion of the project.

4.2.3.1.1 Office of Safety Management and Risk Control

The Office of Safety is responsible for assuring that a SSCP is prepared and maintained to document MDOT MTA policy for certification of any acquisition or system modification built using FTA Section 5309 funding or other forms of federal assistance requiring implementation of a SSCP. For each acquisition or system modification, the Office of Safety, in coordination with MDOT MTA Engineering, determines the need and extent of the SSCP.

The SSCP identifies safety certifiable elements. All safety and security certification activities are documented in the final safety and security certification report. The final Safety and Security Certification Verification Report (SSCVR) for all Metro Subway or Light Rail projects will be transmitted to MDOT SSOA personnel.

4.2.3.1.2 MDOT State Safety Oversight Agency

MDOT SSOA must be notified at least 30 days prior to the start of the design work of all proposed acquisitions, system modifications and other projects occurring within MDOT MTA's Metro Subway or Light Rail systems. The SSOA works with MDOT MTA to determine the necessity of a SSCP, provides input on the certifiable elements of the program, and participates in and oversees the process itself.

4.2.3.1.3 Project Manager/Resident Engineer

The MDOT MTA Project Manager/Resident Engineer supports the safety and security certification process; assures all system safety and system security activities required by specifications are satisfactorily completed; notifies the Office of Safety of new projects, including ancillary projects, during design phases; develops safety and security certification and notices; and turns over vehicles, facilities, equipment, tracks, etc., to MDOT MTA operations.

The Project Manager/Resident Engineer also participates in the safety and security certification process at all levels, through all phases of the project; coordinates, monitors and tracks contractor activities and maintenance concepts, manuals, and training; certifies all safety and security elements for the program; manages activities to guide the program including vehicle, track, system, building, etc. delivery to, overhaul, and transfer from the contractor; and manages the qualification, acceptance, integration, and pre-revenue portion of the program. Refer to the appropriate Engineer's Manual for details on performing safety and security certification under one of the following: Resident Engineer's Manual,



System's Engineer's Manual, Facilities Engineering Design Procedures Manual. These documents can be found on the electronic document management system.

4.2.3.1.4 *Maintenance Services and Engineering*

MDOT MTA Maintenance, Operations, and Engineering Services participate in, witness, and/or review tasks related to safety and security certification; monitor the status, result and issues of the certification process; and, coordinate approvals, concurrences, recommendations, or rework, as appropriate. These responsibilities are fulfilled in coordination with the Office of Safety.

4.2.3.1.5 *MDOT MTA Staff (Design, Overhaul, and Maintenance Teams)*

MDOT MTA staff such as the Design, Overhaul and/or Maintenance Teams, work with the Office of Safety, Safety Consultant, and Contractors (as applicable), on behalf of the MDOT MTA, to support safety and security as it is addressed in design reviews. MDOT MTA may also:

- Participate in SSCCs
- Monitor hazard and threat and vulnerability analyses and resolutions
- Assist in identifying and resolving non-conformances
- Witness safety and security- related testing
- Recommend approval or disapproval of design changes and deviations from the baseline
- Assist with the safety and security verification and acceptance process
- Verify and accept Contractor Safety and Security Verifications and Certifications of Compliance for design criteria conformance, overhaul specification conformance, and safety and security-related test and hazard resolution (if applicable/used)
- Prepare pre-revenue service operational Turnover List, Engineer's Safety and Security Certification, and Final Acceptance Certification (if applicable/used)

4.2.3.1.6 *Contractors (as applicable)*

If applicable and used, the Contractor develops and implements the contractually required SSCP. In addition to collecting all the Contract Data Requirements List (CDRL) as defined in the Safety Certifiable Requirements, Contractors must also:

- Assist in the monitoring and submittals of the certifiable items lists (CILs)
- Identify evidentiary documentation necessary to verify safety and security certification
- Assist in the development and maintenance of a safety and security certification filing system
- Monitor design efforts and obtains approval from the MDOT MTA for any deviations from the approved baseline
- Submit Certificates of Compliance to the MDOT MTA

The Office of Safety conducts oversight to verify the required data and information has been collected, provided, and meets the criteria contained in the drawings/specifications or contract package.

4.2.3.1.7 *Safety Consultant (as applicable)*

Depending on the extent of the project, a third-party safety consultant may be required to act on behalf of the MDOT MTA to carry out the SSCP. The Safety Consultant will be assigned tasks as deemed necessary by the Office of Safety and upon completion will be reviewed by and signed off on by the MDOT MTA Office of Safety management staff. These duties may include:



- Developing and managing the SSCP
- Ensuring the preparation, review, and implementation of the SSCP
- Providing technical assistance and review to the design and overhaul teams
- Reviewing designs for safety and security compliance
- Ensuring implementation of the SSCP
- Maintaining the safety and security certification Master Filing System.
- Developing and updating the Safety and Security Verification Tracking Log (SSVTL)
- Coordinating safety and security certification activities
- Identifying and managing the resolution of non-conformances and hazards
- Submitting the formal Safety and Security Certification Report

The safety consultant may also monitor the progress made and facilitate continued progress toward safety and security certification by providing notification to appropriate elements/ departments of certification tasks and the completion of other tasks necessary for operational readiness including any adverse schedule or functional impacts between certification tasks and other tasks. In cases where a safety consultant is not needed, the above responsibilities belong to the Office of Safety.

4.2.3.1.8 Safety and Security Certification Committee

A SSCC is created to facilitate the implementation and management of the SSCP. The committee typically consists of representatives from the Office of Safety (including the Chief Safety Officer), MDOT MTA Engineering (unless related to MARC Commuter Rail, for which MARC manages its capital projects for rolling stock directly and interfaced directly with the Office of Safety), MDOT MTA Police (as appropriate/as needed), Contractor(s), and the Safety Consultant support staff. The SSCC is responsible for adequately monitoring the status, results, and issues of the certification process through periodic review, and provides related approvals, concurrences, guidelines, or direction for the resolution of identified hazards, safety and security-critical concerns, or non-compliances, as appropriate.

The Committee also discusses existing system safety, system security, safety and security certification, and systems assurance resources and identifies the processes to be used to ensure that all credible hazards identified during design reviews, material and hardware selection, assembly and integration, audits, inspections, and testing are resolved and appropriately documented. The committee serves as a forum to build a consensus for a comprehensive safety and security certification process; reviews lessons learned from previous or on-going SSCP; and track the status of the safety and security certification process.

Included in the safety and security certification process MDOT MTA and Project Management representatives, MDOT MTA Police, local emergency response agency representatives, and other local, State, and Federal officials as necessary, review, analyzes, and directs activities related to the fire/life safety and security aspects of the project and identify the emergency response needs (such as training, drills, etc.) that are required to adequately respond to accidents/incidents that may occur during each phase of the project including operations and maintenance. They also provide expertise to facilitate the development and implementation of emergency responder training programs and activities, and EOP and plans.

4.2.3.2 Safety and Security Certification Program Tasks

The safety and security certification process must include hazard identification, analysis, and mitigation elements of the five safety and security functions (i.e., System Safety, Fire/Life Safety, Occupational



Safety, Public Safety, and System Security). The following tasks outline the requirements to complete safety and security certification:

- Develop and implement a SSCP
- Establish a SSCC
- Identify safety and security requirements
- Create a list of hazards, threats, vulnerabilities, and certifiable elements
- Analyze and mitigate hazards, threats, and vulnerabilities
- Document and verify the analysis, review, and approval process to ensure certifiable elements meet requirements
- Advise the SSOA of all identified Light Rail and Metro Subway project hazards, threats, and vulnerabilities
- Prepare a comprehensive SSCVR

4.2.4 Procurement of Services, Equipment and Materials

Safety: The procurement of services, equipment, and other materials has a direct impact on the safety of MDOT MTA's operations and services. It is, therefore, of the utmost importance to ensure that the MDOT MTA Procurement process considers and evaluates the safety aspects of the procurement on MDOT MTA's operations and services. Information pertaining to the safety aspects of the procurement process is provided below.

Risk Management: The procurement of services, equipment and materials require a risk management review and assessment to verify that insurance coverage is:

- Assessed for Owner Controlled Insurance Program (OCIP) participation;
- Applicable; and
- Limits are adequate.

Risk Management, operating under Safety, also assesses insurance needs beyond the procurement stage for MDOT MTA. For example, Risk Management coordinates with the State Treasurer's Office for insuring facilities and operational coverages.

Risk Management notifies the State Treasurer's Office upon completion of new facilities or purchasing equipment / materials that may have an impact on operational insurance coverage.

4.2.4.1 Procurement Process

Whenever feasible, MDOT MTA addresses safety requirements within the procurement process. MDOT MTA's procurement process attempts to ensure that services, equipment, and other materials obtained by MDOT MTA will not degrade the safety of MDOT MTA's operations and services. These requirements are met by:

- Including safety requirements in technical specifications and contracts
- Evaluating impacts on MDOT MTA's operations and services in accordance with the Safety Risk Management process
- Requesting SDS for new chemicals in accordance with the hazardous materials program
- Monitoring contractor/vendor performance
- Requesting and analyzing insurance requirements
- Requiring the submittal of certificates of compliance stating that all work has been performed in compliance with the technical specification
- Evaluating replacement parts and sub-component



When procuring services, equipment, and other materials MDOT MTA strives to ensure that these elements meet or exceed all applicable Federal, State, and local requirements.

MDOT MTA's procurement process establishes written selection procedures for procurement transactions. These procedures ensure that a clear and accurate description of the technical requirements (including those related to safety) for the services, equipment, or other materials to be procured, is included in all solicitations. Examples of technical requirements which may be included in a request for proposals include requirements related to a contractor's or vendor's performance and safety records, demonstrated experience within a specific discipline, warranty coverage, or information pertaining to training and certification programs. Depending on the nature and extent of the procurement, various MDOT MTA personnel and departments may be involved in developing and reviewing procurement requirements as well as in selecting the services, equipment, or other materials.

4.2.4.2 Project Managers

MDOT MTA Project Managers are essential to the procurement process, as they oversee and are responsible for the activities and daily technical administration related to the contracted services, equipment, or materials. The responsibilities of the Project Manager may vary depending on the nature and extent of the procurement. These responsibilities will as a minimum include:

- Monitoring the performance of the procured services, equipment, or other materials
- Monitoring the performance of a contractor/vendor in their performance of the contract including complying with the technical requirements of the contract as well as with applicable Federal, State, local, and MDOT MTA rules, regulations, policies, and procedures
- Serving as a technical expert regarding all matters pertaining to the contract
- Ensuring storeroom and purchasing requirements are fulfilled correctly
- Defining the work area of the contractor/vendor and what MDOT MTA facilities, buildings, or other properties to which the contractor/vendor will be given access. Access to MDOT MTA's operations and services will be limited to the greatest extent possible to reduce the risk of injury to contractor/vendor personnel and to limit the interference with MDOT MTA's daily operations and services.

Typically, all problems related to the procured services, equipment, or other materials, such as equipment malfunctions or failures or a contractor's/vendor's poor performance, are to be submitted to the Project Manager for review. It is the responsibility of the Project Manager to then review all provided information and to make the initial request for remedial action. When necessary, such as when a life-threatening situation exists, additional members of MDOT MTA management such as the Office of Procurement and the Office of Safety may become involved.

4.2.4.3 Emergency Procurements

There may be instances, in which the immediate procurement of services, equipment, or other materials is necessary to maintain safety as well as MDOT MTA's operations and services. These situations are considered emergency conditions and as such special procedures are enacted to respond to and control the event. Examples of emergency conditions or events, which may require the emergency procurement of services, equipment, or other materials include, but are not limited to:

- Equipment failures and malfunctions
- Emergency response and recovery activities related to accidents/incidents
- Employee strikes or work stoppages



- Other reason declared by the MDOT MTA Administrator, which may create an immediate threat to public health, welfare, or safety.
- Pandemic and contagious illness
- Riots
- Severe weather conditions (i.e., flooding, tornadoes, hurricanes, etc.)
- Terrorist attacks

In all cases, whether under normal or emergency conditions, the procurement process is conducted in accordance with the proper policies and procedures of MDOT MTA as well as the Hazard Risk Management Process described throughout this plan. All decisions regarding the procurement process are made with regards to safety and the effects and impacts the procurement will have on the safety of MDOT MTA's operations and services must be thoroughly evaluated. Every effort is made to ensure the procurement of new services and equipment will not diminish the effectiveness of current safety processes or hazard controls or create new or additional hazards within the system. All parties involved with or affected by the procurement are notified and continually informed regarding the procurement.

4.2.4.4 Quality Assurance and Warranties

Quality Assurance (QA) includes planning for quality management activities and confirming those activities were carried out through random and sample audits.

Quality Control (QC) includes the actual implementation of quality management activities, inspecting to confirm that the processes are performed correctly and completely at the time they are being performed, and documenting quality management activities.

The evaluation of contractor/vendor services, equipment, and other materials is essential not only to maintaining safety, but also to maintaining quality. Therefore, whenever feasible, MDOT MTA includes quality requirements, including warranty clauses, in the procurement process.

Contractors/vendors are responsible for controlling and ensuring the quality of their services and at any time must be able to demonstrate to MDOT MTA that contract quality requirements have been met. Contractor/vendor responsibilities also encompass the work performed and the equipment and materials supplied by subcontractors. The following are examples of quality control elements, which may be implemented to monitor, evaluate, and control quality of contractor/vendor services. These quality control activities may be carried out by the Office of Safety, Office of Internal Audits, or Project Manager and/or related MDOT MTA office.

- Auditing and inspecting manufacturing processes, work practices, policies, procedures, program plans, specifications, drawings, and engineering changes to ensure products are produced to meet the contract's technical requirement
- Conducting tests and inspections on all contracted services, equipment, components and sub-components, and other materials to ensure that all reliability, maintainability, and serviceability requirements have been met
- Developing and implementing a formal correspondence log to track project documentation including, but not limited to:
 - Drawings, specifications, handbooks, manuals, warranty information and requirements, or other technical publications
 - Test plans, procedures, and reports including test results
 - Work orders and work authorizations



- Engineering difficulties encountered throughout the course of the project and how they were resolved
- Packaging, labeling, shipping, storage, and recommended use requirements

Note: Safety certification and safety deliverables can be tied to milestone payments and have associated liquidated damages for late delivery to incentivize contractors to complete their safety-related projects.

4.2.4.5 Additional Procurement Requirements

As a recipient of federal assistance, various federal laws and regulations apply to MDOT MTA's contracting for facilities, equipment, and materials. These laws and regulations, in many cases, directly impact the safety of MDOT MTA's operations and services. Examples of these federal laws and regulations include, but are not limited to the following:

- American with Disabilities Act (ADA) of 1990
- Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles, (49 CFR Part 38)
- Bus Testing, (49 CFR Part 665)
- Buy America Requirements (49 CFR Part 661)
- Clean Water Act (42 U.S.C. Section 7401)
- Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333)
- Labor standards provisions applicable to contracts covering federally finance and assisted construction (29 CFR Part 5)
- Drug Free Workplace Requirements (49 CFR Part 29)
- Equal Employment Opportunity (41 CFR Part 60)
- Federal Water Pollution Control Act (33 U.S.C. Section 1251)
- Pre-award and Post Delivery Audits of Rolling Stock Purchases (49 CFR Part 663)
- Procedures for Transportation Workplace Drug and Alcohol Testing (49 CFR Part 40)
- Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations (49 CFR Part 655)
- Rehabilitation Act of 1973, Section 504
- Nondiscrimination on the Basis of Disability in Federally Financed Programs (49 CFR Part 27)
- Transportation Services for Individuals with Disabilities (49 CFR Part 37)

4.2.4.6 Procurement - General Responsibilities

General responsibilities of MDOT MTA personnel and departments with respect to contracting for equipment, facilities, and materials are as follows:

- Department Directors, in coordination with the Office of Safety to evaluate the safety impacts and aspects of planned procurements in accordance with the safety risk management process to ensure procured services, equipment, or other materials will not degrade the safety of MDOT MTA operations or services.
- All personnel and departments to comply with the procedures and policies established by MDOT MTA Administrator and MDOT MTA Office of Procurement's Contracts Administration and Materials Management Sections.



- All personnel and departments to adhere to the safety procedures related to the acquisition, handling, storage, disposal, and record keeping of hazardous materials.
- All personnel and departments to follow the established quality assurance and control practices to ensure safety and quality (i.e., testing of components, supervisors overseeing employee work practices and procedures).



4.3 Continuous Improvement Program

A continuous process structures the MDOT MTA's ability to improve. By instilling a commitment to always look for better, safer ways to do business, the agency creates a culture of safety across activities and a commitment to constantly learning from the past to improve for the future.

Continuous improvement is a core component of an effective SRM program. The feedback loop created by the SRM and Safety Assurance processes feed the continuous improvement of the agency. SRM encompasses the formal set of processes for hazard analysis and safety risk assessment. Safety Assurance includes the processes within SMS that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Information collected for safety and risk monitoring in the transit industry includes operations and maintenance (O&M) data, audit and accident investigation results, and training records and information. Depending on their nature, problems discovered during monitoring may be addressed immediately within Safety Assurance or referred to SRM for formal risk assessment and determination of controls or mitigations. In general, non-compliance is addressed within Safety Assurance, and ineffective controls and new hazards and problems are reviewed in SRM.

4.3.1 Internal Safety Management Review

MDOT MTA's Internal Safety Review Process is designed to measure the on-going effectiveness of the MDOT MTA PTASP and to determine the extent to which departments, personnel and contractors are fulfilling their responsibilities under the program. The following provides further program information and a detailed description of MDOT MTA's safety review processes.

4.3.1.1 Internal Safety Review Process

The continuous improvement program at MDOT MTA is referred to as the Internal Safety Review Process, or ISRP. It is the objective of the ISRP to verify on an on-going basis that safety processes have been developed and implemented in accordance with the MDOT MTA PTASP throughout MDOT MTA's operations and services in order to:

- Assess the effectiveness of the safety processes
- Identify process deficiencies, potential hazards, and system risks
- Verify that prior corrective actions are being tracked for closure and to evaluate their effectiveness
- Recommend SMS improvements

The ISRP complements other methods MDOT MTA uses to assess, measure, and monitor safety performance, as discussed previously in Section 4.1.1. The leading and lagging KPIs and numeric targets related to fatalities, injuries, safety events, and system reliability guide the ISRP, ensuring that all MDOT MTA employees are able to collectively and collaboratively work toward common targets with a shared understanding of historic and current performance in these key areas. Safety Assurance internal review processes related to safety performance measurement and monitoring include:

- **Change Management and System Modification Review** – includes the review of processes used to ensure that safety concerns and hazards are addressed in modifications to existing systems, vehicles, and equipment, which do not require formal safety and security certification, but which may have safety impacts. Those real and potential hazards are addressed through a Safety Risk Assessment and proper mitigation actions are incorporated. This includes early planning processes of design, construction, pre-revenue testing, operations, and maintenance to ensure safety considerations are made.



- **Safety and Security Certification** – includes program development and administration for New Starts and subsequent major projects to extend, rehabilitate, or modify existing systems, or to replace vehicles and equipment applicable MDOT MTA projects to ensure safety concerns and hazards are adequately addressed prior to the initiation of passenger operations.
- **Safety Data Acquisition and Analysis** – includes evaluation of the processes used to collect and analyze safety related data and the processes used to determine trends as they relate to safety performance monitoring.
- **Accident/Incident Reporting and Investigation** – includes evaluation of MDOT MTA's processes for notifying outside agencies including the SSOA, NTSB, FTA, FRA, and MOSH as well as processes for identifying accident/incident causes, developing and implementing corrective actions, and coordinating corrective actions with other departments and outside agencies such as MDOT.
- **Internal Safety Reviews** – entails review of the internal safety review process to ensure all MDOT MTA PTASP components are reviewed through an established review cycle. The review includes an evaluation of practices used to develop checklists and perform internal safety reviews, document and track review findings, develop and document corrective actions, and assign responsible parties and schedules for addressing review findings. Coordination with the SSOA is also evaluated for MDOT MTA's Metro Subway and Light Rail operations.
- **Rules/Procedures Reviews** – includes review of MDOT MTA's processes for reviewing operating and maintenance rules and procedures affecting safety to ensure they remain applicable and correct.
- **Facility and Equipment Inspections** – includes identification of facilities and equipment subject to regular safety related inspections and testing, processes reporting, documenting and tracking deficiencies, hazards, and corrective actions.
- **Maintenance Audits/Inspections** – includes identification of systems and facilities subject to a maintenance program, along with established maintenance cycles and required documentation of maintenance performed on these systems and facilities. This also includes inspection and audit of procedures and work practices to identify deficiencies, trends, and signs of sabotage, and the methods used to document and track deficiencies, hazards, and corrective actions.
- **Configuration Management** – includes review of MDOT MTA's configuration management processes and verification of effectiveness.

4.3.1.2 Internal Safety Review Process Oversight and Administration

The Office of Safety, while fully involved in all aspects of MDOT MTA's operations and services, serves as an independent resource for each of MDOT MTA's modal operations, maintenance, management, and administrative divisions. Because of its independent nature, the Office of Safety oversees the Internal Safety Review Program to assure each MDOT MTA department implements, continually administers, and measures the effectiveness of the program.

The MDOT MTA Administrator has overall responsibility for ensuring compliance with the program. All personnel are responsible and accountable for supporting and participating in the Internal Safety Review as deemed necessary by the Office of Safety and/or the MDOT MTA Administrator.

The Internal Safety Review is administered in three ways – through formal internal safety reviews performed to meet SSOA and FTA requirements; through informal operational reviews performed in



conjunction with MDOT MTA's day-to-day activities; and, through the Office of Safety's close and direct participation in the APTA Bus, Rail, and Commuter Rail Safety Management Programs and related APTA triennial reviews.

MDOT MTA's internal safety reviews entail an annual review of the MDOT MTA PTASP, executed each year. Formal Internal Safety Review schedules are created by the Office of Safety and the actual review dates are coordinated with the department under review.

The MDOT MTA follows the Internal Safety Review Process to perform these reviews. The ISRP documents and describes MDOT MTA's Internal Safety Review process. This includes providing requested documentation in a timely manner. MDOT MTA departments have 15 calendar days to respond back with proper requested documentation for internal safety reviews. Formal checklists are created to support the review process and are provided to SSOA for MDOT MTA's Metro Subway and Light Rail operations at least thirty days before the internal safety review is performed. The reviews may incorporate; preventive maintenance inspections, general inspections, industrial hygiene surveys, environmental surveys, safety inspections, and reviews of the safety policies and procedures.

The results of each internal review/audit are provided in an Internal Safety Review Report that lists a summary of the findings, finding details, recommendations to correct open items, and an initial hazard analysis. Open findings are documented in MDOT MTA's CAP Log, where all findings, recommendations, corrective actions, responsible departments and personnel, estimated closure dates, and status information are also maintained. For each hazard and deficiency identified a hazard risk assessment value is determined so the hazards and deficiencies can be prioritized for closure. If safety audit results and the resulting CAPs are not resolved in a timely manner, they are presented to the MDOT MTA Risk Review Committee for additional review and action at an elevated level.

The MDOT MTA submits an annual report to SSOA for its Metro Subway and Light Rail operations, documenting the internal safety review activities and the status of subsequent findings and corrective actions performed during the year. The annual report is submitted with a formal letter of certification signed by the MDOT MTA Administrator indicating MDOT MTA's compliance with the MDOT MTA PTASP no later than January 31 of each year. If this certification cannot be made, the MDOT MTA Administrator identifies what actions will be taken to achieve compliance.

4.3.2 Safety Culture Assessment

Assessing the safety culture of an organization is a subjective task, based on a range of indicators. Assessing it will provide MDOT MTA a valuable insight into how employees feel about the organization and the degree to which safety is perceived as important.

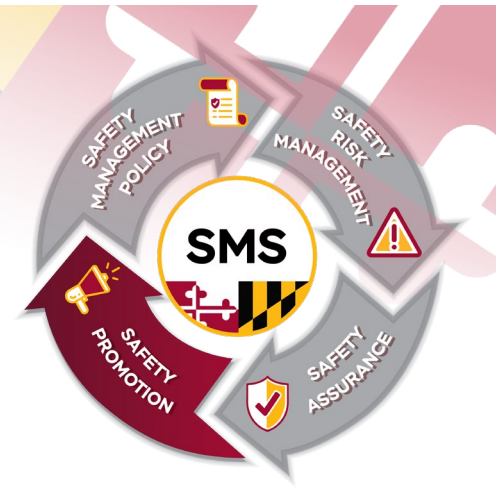
While MDOT MTA cannot directly control how people think and feel and has only limited influence on an individual's behavior, together we can provide systems and management actions that will foster desirable safety behaviors, establishing and fostering a culture of safety.

A Safety Culture Survey will be conducted annually. Results of the survey will then be compiled into a maturity analysis report.

SECTION 5: Safety Promotion



5. Safety Promotion



5.1 Safety Communications

FTA requires that public transportation agencies through documentation and recordkeeping that safety and safety performance information is communicated throughout the organization. Safety communications must:

- Communicate the Safety Management Policy throughout the agency
- Include information on hazards and safety risk relevant to employees' roles and responsibilities
- Inform employees of safety actions taken in response to reports submitted through the Employee Safety Reporting Program (ESRP)

MDOT MTA has been working toward implementation of SMS, communicating with all levels of the agency at every step. One of the most basic, high-level safety communications from MDOT MTA management to agency employees and contractors is the Safety Management Policy Statement, "A Commitment to Safety" (see Section 2.1.1). This statement was developed in June 2019, approved, and signed by the Accountable Executive. "A Commitment to Safety" has been disseminated to all MDOT MTA employees through the agency's intranet, the quarterly Transit Notes publication, and is included in the required MDOT MTA employee training program, "SMS Level 1 – Basics".

5.1.1 SMS Development Milestones

MDOT MTA has been preparing for SMS since 2016, after FTA published its Public Transportation Safety Program regulation, 49 CFR Part 670. SMS communication is an ongoing education and outreach effort, to build an understanding of SMS principles and how each individual employee or contractor associated with MDOT MTA organization has a role and responsibility in the agency's SMS. Some of the major milestones in SMS development include:

2017

- Completed an SMS Gap Analysis

2018

- Designated SMS Team Lead, and Implementation Team
- Designated SMS Ambassadors from each MDOT MTA department
- Held an agency-wide SMS Kickoff Conference
- Provided TSI training on SMS Principles for Transit to all SMS Ambassadors

2019

- Developed and disseminated MDOT MTA Safety Management Policy Statement
- Created an SMS page on MDOT MTA Intranet
- Conducted a Safety Performance Measures Workshop
- Established new Safety Hotline number (844-MTA-SAFE, or 844-682-7233)
- Developed a suite of branded SMS promotion and education materials
- Released first edition of MDOT MTA SMS Quarterly Newsletter

2020

- Conducted agency-wide Safety Culture Survey
- Approved and disseminated Employee Safety Reporting Program (ESRP) directive
- Released an online training program in MDOT MTA Learning Management System (LMS) called “SMS Level 1 - Basics” for all employees and contractors

5.1.1.1 SMS Ambassadors

From each division and department at MDOT MTA, employees have been designated as SMS Ambassadors, serving as an essential extension of the Office of Safety, and playing a key role in the implementation of SMS. The SMS Ambassadors:

- Attend Safety Committee meetings within each department
- Attend other SMS-related meetings, as required, such as SMS Ambassador meetings
- Help promote SMS, safety, and the ESRP
- Assist with the follow-up and communication of reported hazards in their departments



5.1.2 Agency Safety Committees Communications

A two-way feedback loop between frontline employees and management about safety information is crucial in establishing a positive safety culture. MDOT MTA communicates safety-related information from the operating divisions and other departments of the agency to committees with responsibility for evaluating and acting on specific areas of safety management. These committees work in a coordinated manner to ensure the continual improvement of safety at MDOT MTA.

The Risk Management Work Group (RMWG) meets quarterly to review reports on safety, accident trends, major accidents, urgent/safety critical concerns or hazards, internal/external audit findings, certification recommendations, items referred from other committees to the RRC for comment, direction, resolution, and execution. The RMWG promotes safety within MDOT MTA through information sharing based on results from their committee meetings. Safety Information from these meetings will be communicated with MDOT MTA employees through newsletters, emails, notices of policy or procedural changes, intranet updates, safety bulletins, posters, or other internal publications.

The Office of Safety, MDOT MTA executive management, and department directors and supervisors are responsible for sharing information about hazards that have been reported and how they have been addressed or mitigated. All hazards that are reported through the ESRP are distributed to the appropriate offices and placed in a hazard log, where they are assessed by appropriately trained supervisory staff and the risk level and appropriate mitigation or control is determined. Mitigations are addressed at the departmental level and updated in the ESRP to be tracked as completed or in progress, with detailed findings. Mitigation and control actions and other safety information resulting from the ESRP program are communicated to MDOT MTA employees through a variety of communications methods, including but not limited to staff meetings, toolbox talks, safety bulletins, and email.

5.1.3 Awards and Recognition

MDOT MTA encourages employee participation in safety management by rewarding actions and ideas that improve employee and customer safety and health. Some of the ways that MDOT MTA encourages its employees are described below.

5.1.3.1 Bus and Rail Rodeo

MDOT MTA organizes operator and maintenance rodeos for bus operations and rail operations, in which operators and mechanics demonstrate their skills. Teams of operators and mechanics take part in competitions involving the operation of vehicles through obstacle courses containing simulated hazards. The teams also compete in repairing vehicles. The rodeos are a means of encouraging and rewarding employee performance and winners of the event are given the opportunity to participate in the APTA's international transit competition.

5.1.3.2 Elite Safe Operator and Maintainer

MDOT MTA organizes operator safe performance recognition events to reduce preventable accidents through incentivizing safe vehicle operation. Elite Safe Operator and Maintainer Awards are provided to MDOT MTA's full-time operators and maintainers who have 3, 5, or 10 years of experience without a preventable accident. The program is intended to honor the modal group with the lowest preventable accident rate. The recognition demonstrates senior management's commitment to improving safety and promotes a positive safety culture. For the individual awards, the modal group will provide a list of qualified operators and maintainers to the Office of Safety and the Office of Training & Development. The operators and maintainers who qualify will have worked at least 180 days for the calendar year. Further information regarding the Elite Safe Operator and Maintainer Award can be located within the Guidelines for Elite Safe Operator and Maintainer Program maintained by the Office of Safety.

5.1.3.3 Administrator Superstar Award

MDOT MTA Administrator recognizes MDOT MTA employees annually for their dedication to the agency based off quantifiable key performance indicators and the award candidates record of safety and compliance with safety requirements. The Administrator's Superstar Award is presented formally to recognize the employees who have demonstrated initiative in taking action on safety-related issues. The Administrator's Superstar Award is provided to employees within the bus, rail, maintenance, and administrative support divisions. The award nominees are identified by their peers and supervisors for their observed work ethic and effectiveness, while championing for a safe work environment. For additional information regarding the administrator's award contact the Office of the Administrator.

MDOT MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION



Hazard Hero

See a Hazard?

Don't Ignore It – Report It!

5.1.4 Employee Safety Reporting Program

All employees, contractors, and vendors are responsible and accountable for their own safety and for the safety of those around them. To heighten safety awareness and encourage the identification and resolution of hazards, MDOT MTA formally adopted a directive outlining the agency's confidential and non-punitive Employee Safety Reporting Program. MDOT MTA encourages all employees to report safety events, concerns, and issues. The directive states that it is always preferable to report safety concerns at the level closest to the hazard, through the normal chain of command. However, if for any reason an employee or contractor is not comfortable with approaching their supervisor or management, the Safety Hotline is a resource that is available 24 hours a day, 7 days a week for

reporting and resolving safety concerns, events, and issues. Employees have the option of making an anonymous report into the system. MDOT MTA also has an email safety reporting program where safety concerns can be sent ReportAllHazards@mdot.maryland.gov.

Safety concerns include, but are not limited to, non-compliance or violations of safety rules, hazardous conditions, environmental concerns, close calls, and incidents and accidents involving MDOT MTA personnel, equipment, and property. The Safety Hotline does not relieve personnel from taking reasonable actions to mitigate or eliminate an imminent safety hazard.

Under the ESRP directive, a non-punitive ESRP means a reporting program under which there will be no disciplinary or other retaliatory action taken against an employee for reporting safety concerns, including close calls, unless the disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures by the employee reporter. The directive clearly delineates which Events are and are not eligible for protection from discipline.

The directive states that MDOT MTA will communicate safety and safety performance information throughout the agency. Information about hazards and safety risks that are relevant to employees' roles and responsibilities will be shared. Employees will be informed of safety actions taken in response to reports submitted through the ESRP.

To facilitate these processes, MDOT MTA has established a Safety Hotline 844-MTA-SAFE (844-682-7233) and email (ReportAllHazards@mdot.maryland.gov), in which safety concerns and/or hazards can be anonymously reported. Messages left on the hotline are reviewed daily and addressed appropriately. SMS cards are provided to all the managers, supervisors, and front-line employees at MDOT MTA to reinforce their personal safety roles and accountabilities, safety reporting options and unacceptable workplace behaviors. Figure 28, below, shows a lanyard card that has been distributed to employees to help them remember the different methods which can be used to report safety hazards and concerns.



Figure 28 - Lanyard Card for Employee Safety Reporting

5.1.5 Workplace Safety Communications

The most valuable resource of MDOT MTA is its employees, and as such, great efforts must be put into place to ensure to the greatest extent possible, that the safety of all MDOT MTA employees is maintained.

The Workplace Safety Requirements of MDOT MTA encompass a wide range of occupational safety and health, injury and illness prevention, hazard communication, industrial hygiene, fire and life safety, emergency preparedness, operational safety, environmental, and security programs. Many of these programs have been developed in accordance with Federal, State, and local regulatory requirements, such as those of M/OSHA and the “Employee Right to Know” requirements. Office of Safety in cooperation with MDOT MTA’s Office of Training develops and maintains these programs, while facilitating their implementation throughout MDOT MTA. Many of these programs are interrelated and based on other SMS processes such as the Safety Risk Management Program.

The workplace safety awareness program entails communicating safety concepts to employees through various methods including, but not limited to, posting and distributing bulletins, notices, and general orders; placing safety related posters, brochures, signs, and hazard warning signs throughout work areas and vehicles; developing and presenting specific safety related training programs; and making safety topics an action item during meetings. Safety awareness is also heightened through employee rulebooks, SOPs, and operations manuals.

5.1.5.1 Safety Warning Signs and Personal Protective Equipment (PPE)

Many hazards can be encountered throughout MDOT MTA’s work areas, especially in maintenance facilities and yards where the work being performed is industrial and hazardous in nature. Although MDOT MTA strives to eliminate hazards first through engineering means, there may be occurrences when such controls are not feasible. In such cases, other methods of control are necessary. These controls include the use of warning signs or PPE.

To heighten employee awareness in work areas and to inform personnel, contractors, or other visitors to MDOT MTA property, MDOT MTA has installed various safety warning signs throughout its facilities and property. These signs are used to remind employees of safety requirements and procedures such as the use of personnel protective equipment or lockout/tagout devices; to communicate information about potential hazards; to limit access to restricted areas; and to designate emergency response equipment and procedures, such as fire extinguishers and evacuation routes. All personnel are responsible for obeying the information conveyed by the safety warning signs.

In addition to posting safety warning signs throughout MDOT MTA’s various properties, MDOT MTA also strives to evaluate its work areas, practices, and procedures to determine when PPE is required. Examples of such areas and practices include wearing safety glasses when performing metal grinding work or when working in or passing through various maintenance shops. PPE also includes wearing a reflective vest while at accident/incident scenes or while working in yards.

It is the responsibility of all MDOT MTA personnel to wear the appropriate PPE, as defined by work procedures and safety policies, while performing their daily duties. It is the responsibility of all supervisors and managers to ensure that all personnel under their supervision wear and use the appropriate PPE while performing their job duties.

5.1.6 Fitness for Duty

It is the responsibility of MDOT MTA supervisory personnel to ensure that employees carrying out safety-sensitive responsibility are Fit for Duty when reporting for and carrying out all functions of work. It is the responsibility of MDOT MTA safety-sensitive employees to report for and carry out all functions of their work Fit for Duty.

Being fit for duty is generally defined as being physiologically and mentally prepared and capable of performing assigned duties at the highest degree of safety. It is critical for MDOT MTA safety-sensitive employees, who are responsible for the safety of customers, the general public, and the agency's equipment and assets, to be fit and fully attentive at all times while on duty.

MDOT MTA is developing a Fitness for Duty (FFD) Directive which outlines how supervisory personnel evaluate safety-sensitive personnel when they report to work and throughout the performance of their assignment or shift. Supervisory personnel may also decide to evaluate an employee's FFD if a safety-sensitive employee's physical or verbal behavior has brought to question the employee's ability to continue to safely perform all their job functions.

5.1.7 Drug and Alcohol

MDOT MTA has established a formal drug and alcohol policy in accordance with Federal and State regulations. The policy has been developed and is under review to ensure that it not only meets the requirements of these regulations, but also emphasizes MDOT MTA's commitment to its employees as well as provides for safe, reliable, and efficient services. MDOT MTA's drug and alcohol substance abuse prevention policy is summarized in the following sections.

5.1.7.1 Drug and Alcohol Program

As required by DOT regulations, MDOT MTA has developed a substance abuse prevention policy, which applies to all MDOT MTA personnel. The policy:

- Complies with the Federal Drug Free Workplace Act
- Implements the Governor of Maryland's Substance Abuse Policy contained in Executive Order 01.01.1991.16
- Defines the responsibilities of MDOT MTA personnel
- Identifies the circumstances under which an employee may be tested for alcohol and/or drugs
- Includes the consequences of violating the policy
- Informs employees of the education and treatment program (rehabilitation program), which are available to employees requiring treatment or those who seek treatment voluntarily
- Requires that all safety sensitive employees submit to random drug and alcohol testing
- Requires that all safety sensitive employees who have been absent from work for more than 90 calendar days submit to a drug and alcohol test and have a verified negative drug test result before returning to safety sensitive functions
- Requires that safety sensitive employees submit to drug and alcohol testing as a result of being involved in an accident/incident that meets the FTA threshold for post-accident testing. Supervisors trained in post-accident procedures will determine if an employee must submit to a post-accident drug and alcohol test
- As required by federal guidelines, procurement procedures require that MDOT MTA contractors and vendors who perform safety sensitive duties create and/or comply with a drug and alcohol testing policy that is compliant with 49 CFR Part 40 and 655 as amended

5.1.7.2 Substance Abuse Program

MDOT MTA has implemented a Substance Abuse Education and Treatment Policy. This policy provides that MDOT MTA Office of Safety is responsible for:

- Administering this policy
- Initiating appropriate referral to the State's Substance Abuse Professional (SAP) or Counselor
- Ensuring that before returning an employee to duty to perform safety sensitive functions, the employee has successfully completed an effective substance abuse education and treatment program as determined by the SAP
- Ensuring that all safety sensitive employees returning to work have taken FTA drug and/or alcohol tests with a verified negative drug result and a confirmation alcohol reading of less than 0.02
- Managing the SAP's follow-up testing requirements
- Employees who have previously been terminated for a drug and alcohol policy violation and whose return to MDOT MTA service is mandated by a higher authority or employees who have entered this Substance Abuse Education and Treatment Program will not be returned to any duty status without successfully participating in this program

General responsibilities of personnel and departments with respect to MDOT MTA's Drug and Alcohol Substance Abuse Prevention Policy are provided as follows:

- It is the responsibility of MDOT MTA Office of Safety to develop and maintain an up-to-date drug and alcohol policy that is consistent with Federal and State regulations and MDOT MTA management policies.
- It is the responsibility of MDOT MTA Office of Safety to maintain and provide information regarding the drug and alcohol policy to all employees.
- It is the responsibility of MDOT MTA Office of Safety, in conjunction with Office of Training and Development, to ensure that all employees receive training on the drug and alcohol policy.
- It is the responsibility of all employees, contractors, and vendors to immediately notify their direct supervisor of any occurrence in which another individual has witnessed using drugs or alcohol on MDOT MTA property.
- It is the responsibility of all Department Directors, Managers, and Supervisors to enforce the requirements of the Drug and Alcohol Substance Abuse Prevention Policy in a consistent and appropriate manner.

5.1.8 Fatigue Management

MDOT MTA is committed to providing a safe working environment in circumstances where fatigue is evident and protecting the health and safety of its employees, visitors, customers, property, and the public. MDOT MTA's Hours of Service (HOS), Fatigue Risk Management (FRM) Directive is being developed to minimize the impact of fatigue on job performance. This HOS, FRM Directive will cover certain Safety-Sensitive employees.

5.1.9 Medical Certification and Monitoring

5.1.9.1 Medical Certification for MDOT MTA Bus and Rail Operators

Effective July 1, 2018, MDOT MTA formally extended the requirement for holding a valid Commercial Driver's License (CDL) and U.S. DOT Medical Card to all Metro and Light Rail Operators. This agency procedural change was implemented to address a regulatory gap between bus operators, who are required under FMCSA regulations to have medical examinations every two years in order to maintain a valid CDL and transit rail operators, who are not subject to any federal regulations regarding medical certification. This agency decision requires that all Light Rail and Metro operators be subject to the same U.S. DOT medical examination and licensing requirements as those required for bus operators, creating a consistent safety net that ensures all MDOT MTA operators receive regular medical examinations.

5.1.9.2 Medical Monitoring in Respirator Use Areas

Medical monitoring requirements exist for MDOT MTA personnel, contractors, and visitors who will be entering respirator use areas. Medical monitoring requirements include baseline, annual, reassignment, and termination (exit) medical examinations. Required medical qualification documentation consists of a written physician opinion regarding any detected medical conditions that may limit working with hazardous substances activities and an opinion regarding protective clothing and respirator use. Copies of medical monitoring examination reports for MDOT MTA personnel will be reviewed and maintained by the Office of Safety. Copies of medical monitoring examination reports for MDOT MTA contractors and visitors will be reviewed and maintained by the project's manager or project safety representative.

MDOT MTA authorized medical examinations for field personnel are completed before job assignment (respirator use) and annually thereafter. MDOT MTA Office of Safety will recommend local medical providers for medical service outsourcing. Recommended occupational physicians, that are American Board of Preventive Medicine, Board-Certified (or Board-Eligible) provide occupational physician support services to MDOT MTA.

Medical examination reports are presented in the form of a clearance for work status report. These reports indicate any detected medical conditions that would increase an individual's risk of material health impairment from occupational exposure or if the individual has limitations in the use of PPE such as protective clothing or respirator use. Copies of medical examination reports for MDOT MTA personnel will be maintained by the Office of Safety. Copies of medical examination reports for MDOT MTA visitors will be maintained by the project's manager or project safety representative.

5.1.10 Employee Assistance Program (EAP) and Critical Incident Response

5.1.10.1 Employee Assistance Program

The MDOT MTA EAP is a confidential service managed by the Office of Labor and Employee Relations that is provided to all State employees who may face personal matters that adversely affect their job performance. The goal of the program is to aid the employee in maintaining satisfactory job performance. Participation in this program is voluntary. Reasons for referral can include substance abuse, attendance, job productivity, behavior, mental or emotional well-being, stress, grief, and/or domestic violence. Information obtained during this process is confidential and is not maintained in employee's personnel or medical file. Additionally, information from this process will not be released without expressed written consent of the employee.

5.1.10.2 Critical Incident Response

Critical Incident Response/Critical Debriefing Services address situations involving serious, graphic, work-related incidents (where employees and/or private citizens are killed or seriously injured) or episodes of workplace violence. Individuals who observed or experienced these incidents often suffer from overt emotional distress. This service is available 24 hours a day, seven days per week on an as-needed basis.

5.1.11 Hazard Communication

It is the responsibility of MDOT MTA departmental managers, supervisors, and superintendents to ensure that all personnel and contractors are informed regarding the hazards that may be encountered in their work areas prior to the start of the employee's initial assignment. These hazards include those presented by hazardous materials and substances. It is the responsibility of departmental managers and supervisors to determine the training requirements necessary to ensure employees can perform their duties in a safe and efficient manner. As required under the OSHA Hazard Communication Standard (29 CFR 1910.1200) and Code of Maryland Regulations (COMAR) 09.12.33, employees have a "right to know" and must have training on the hazards presented by hazardous materials and substances in the workplace and the precautions and controls that must be taken or implemented to ensure safety when

buying, storing, handling, and/or using the materials. To facilitate the identification of training needs, site-specific hazardous substances lists (Chemical Information Lists) are developed and maintained for the agency as a whole, indicating the locations of hazardous substances within various departments.

5.1.11.1 Safety Data Sheets (SDS)

MDOT MTA Office of Safety reviews and approves all chemicals or hazardous materials maintained by the department(s) in which the material is stored, handled, or used. SDS binders for all chemicals and hazardous materials are made easily accessible to all employees of the applicable department and work area. Additionally, MDOT MTA Office of Safety utilizes a new database, MSDS Online to track all SDS approvals. Because determining whether a material is hazardous often requires knowledge of the substance’s chemical composition, SDS are required for all liquids, pastes, adhesives, waxes, powders, greases, gases, gels, and granulated materials. SDS are also required for all solid materials that may release fumes, dust, or other contaminants during a work process. SDS provide valuable information regarding the substance’s flammability, reactivity, toxicity, and other health hazards, including:

- Intended use
- Consequences of accidental release
- PPE requirements
- Other special precautions required
- Volatile organic content
- Disposal requirements

5.1.11.2 Hazardous Material Labeling and Storage

Many departments throughout MDOT MTA have chemical storage locations. It is the responsibility of departmental managers and supervisors to ensure all hazardous materials are properly labeled and stored according to the requirements and recommendations of the SDS and material labels. Emphasis is placed on ensuring incompatible materials are not stored in the same location. This requirement applies not only to the storage facilities themselves, but also to all work areas in the materials are used. Storage locations are designed to appropriately accommodate, contain, and maintain material stability, both chemical and physical. All material containers must be properly labeled regarding their contents. The label also provides appropriate hazard warnings and the name, telephone number, and address of the manufacturer. MSDS Online has the ability to print out secondary labels (e.g., HazCom (GHS) Label – Hazardous Communications Globally Harmonized System Label) from this site for labeling and storing hazardous materials.

HAZCOM 2012 (GHS)

GHS PICTOGRAMS AND HAZARD CLASSES

Oxidizers	Flammables Self Reactives Pyrophorics Self-Heating Emitting Flammable Gas Organic Peroxides	Explosives Self Reactives Organic Peroxides	Acute Toxicity (swallow)	Corrosives	Gases Under Pressure	Carcinogen Respiratory Sensitizer Reproductive Toxicity Target Organ Toxicity Mutagenicity Aspiration Toxicity	Environmental Toxicity	Irritant Dermal Sensitizer Acute Toxicity (Harmful) Hazardous Effects Respiratory Tract Irritation

WHAT IS ON A SDS:

Section 1: Identification This section identifies the chemical on the SDS as well as the recommended uses. It also provides the essential contact information of the supplier.	Section 6: Accidental Release Measures This section provides recommendations on the appropriate response to spills, leaks, or releases, including containment and cleanup practices to prevent or minimize exposure to people, property, or the environment. It may also include recommendations distinguishing between responses for large and small spills where the spill volume has a significant impact on the hazard.	Section 10: Stability and Reactivity This section describes the reactivity hazards of the chemical and the chemical stability information. This section is broken into three parts: reactivity, chemical stability, and other.	Section 14: Transport Information (non-mandatory) This section provides guidance on classification information for shipping and transporting of hazardous chemicals by rail, air, sea, or road.
Section 2: Hazard(s) Identification This section identifies the hazard(s) of the chemical presented on the SDS and the appropriate warning information associated with those hazard(s).	Section 7: Handling and Storage This section provides guidance on the safe handling practices and conditions for safe storage of chemicals.	Section 11: Toxicological Information This section identifies toxicological and health effects information or indicators that such data are not available.	Section 15: Regulatory Information (non-mandatory) This section provides information to evaluate the environmental impact of the chemical(s) if it is released to the environment.
Section 3: Composition/Information on Ingredients This section identifies the ingredient(s) contained in the product indicated on the SDS, including impurities and stabilizing additives. This section includes information on substances, mixtures, and all chemicals where a trade secret is claimed.	Section 8: Exposure Controls/Personal Protection This section outlines the exposure limits, engineering controls, and personal protective measures that can be used to minimize worker exposure.	Section 12: Ecological Information (non-mandatory) This section provides information to evaluate the environmental impact of the chemical(s) if it is released to the environment.	Section 16: Other Information This section includes when the SDS was prepared or when the last known revision was made. The SDS may also state when the changes have been made to the previous version. You may wish to contact the supplier for an explanation of the changes. Other useful information also may be included here.
Section 4: First Aid Measures This section describes the initial care that should be given to untreated exposures to an individual who has been exposed to the chemical.	Section 9: Physical and Chemical Properties This section identifies physical and chemical properties associated with the substance or mixture.	Section 13: Ecological Information (non-mandatory) This section provides information to evaluate the environmental impact of the chemical(s) if it is released to the environment.	
Section 5: Fire Fighting Measures This section provides recommendations for fighting a fire caused by the chemical.			

HAZCOM (GHS) LABEL

HMIS

NFPA

Figure 29 - HazCom pictograms, SDS information, and labeling examples

5.1.12 Contractor Requirements for Safety

Many of MDOT MTA's contractors and vendors must interface with and perform work throughout MDOT MTA facilities, systems, equipment, and properties. This work often places the contractor/vendor in direct contact with MDOT MTA's personnel as well as its customers and has a direct effect on the operations and services provided by MDOT MTA. Consequently, it is critical that the work practices of the contractor/vendor meet the standards and safety requirements of MDOT MTA. For this section, the term contractor also refers to vendors of MDOT MTA. MDOT MTA has developed comprehensive Contractor Safety and health Plan Guidelines (CSHPG) pertaining to contractor and vendor operations in support of MDOT MTA's Contractor Requirements for Safety. The CSHPG should be referenced to gain a comprehensive understanding of contractor safety requirements, as the following provides only a summary of the requirements of that plan.

All contractors of MDOT MTA must comply with all rules, regulations, and requirements of OSHA, DOT, FRA, FTA, and MDOT MTA as well as all other State, and local regulations. In addition, contractors must comply with rules and training when performing work on or nearby to CSX Transportation, Amtrak, or other railroads. These requirements include, but may not be limited to, employee and passenger safety, fire and emergency response procedures, security procedures, and safe work practices related to MDOT MTA facilities, equipment, systems, vehicles, and/or other MDOT MTA properties. Contractor personnel who violate site safety requirements are considered unqualified to perform the contracted services or work and as such, can be denied site access. Contractors who fail to control personnel actions regarding safety shall have their contract terminated. If MDOT MTA deems the contractor/subcontractor is not complying with the safety regulations and requirements of MDOT MTA, the Contracting Officer/Resident Engineer or Program Manager:



- Notifies the Contractor in writing of the non-compliance
- Exercises the right to issue a suspend-work order stopping all or part of the work if the Contractor fails or refuses to take corrective action to abate the non-compliance notice in the specified time
- Denies any claim or request from the Contractor for adjustment for additional time or money on the suspended work order issued under these circumstances
- Requires the removal of an employee or piece of equipment or correction of a situation that is deemed to be unsafe

As mandated by MDOT MTA procurement policies, each contractor shall have and submit a written safety program plan (including site specific safety plans), along with a letter of management's statement of policy, to MDOT MTA that addresses the service or work to be performed under the contract. The safety program plan shall define the duties and responsibilities of contractor employees at all levels as they pertain to the safe execution of and compliance with MDOT MTA Contractor Safety Program and shall designate a competent Safety Engineer, Supervisor, or Manager to implement the safety program. The name and resume of the individual who has been designated to implement the Contractor Project Safety Program shall be provided to MDOT MTA Resident Engineer and or a MDOT MTA Contract/Project Manager for approval by the Office of Safety.

The Contractor Safety Program Plan is submitted to the Contracting Officer, Resident Engineer and/or Program Manager. The plan is reviewed for comments and acceptance by the Construction Safety Department and the Office of Safety with final approval required from the Office of Safety prior to the

start of work. MDOT MTA reserves the right to require the contractor to modify, at any time, any portion of the program that is not in conformance with Federal, State, or Local codes and regulations, or with MDOT MTA CSHPG. Upon request MDOT MTA will provide, through the Office of Safety, a copy of MDOT MTA PTASP to all contractors. The CSHPG inform the contractors, in writing, of their obligations under MDOT MTA PTASP.

5.1.12.1 Contractor Substance Abuse Program Requirements

The use of drugs and alcohol is not tolerated on any MDOT MTA project. Contractors and subcontractors are responsible for implementing and maintaining effective Substance Abuse Programs and must submit certification of their program and the written program to MDOT MTA for review within ten days of the execution of the contract, or ten days before mobilizing on the project, whichever occurs first. The program must address pre-engagement, periodic, for cause, and post-accident/incident testing. Any costs incurred in the adoption, implementation, or administration of the contractor/subcontractor Substance Abuse Program are the responsibility of the contractor/subcontractor. FTA requires Drug and Alcohol compliance for all contractors whose employees perform safety-sensitive functions for MDOT MTA.

5.1.12.2 Contractor First Aid Preparations

Contractors shall have adequate first aid supplies on-site at all times. The supplies shall be easily accessible to employees for immediate use. Written procedures shall be developed and implemented by the contractor to ensure that all first aid supplies are replaced promptly, if used, and are not missing or depleted. The contractor shall ensure that sufficient personnel be made available at the work site(s) to render first aid. The first aid personnel shall have valid CPR and first aid certifications in accordance with the U.S. Bureau of Mines, American Red Cross, or an equivalent training program that can be verified.

5.1.12.3 Auditing of Contractor Operations

Any contractor of MDOT MTA may, at any time, be subject to monitoring, auditing, inspection, and/or document review for the purposes of ensuring adherence to MDOT MTA PTASP, and for general safety compliance. Office of Safety may also, at any time, attend contractor on-site meetings. When involved with these activities, contractors are expected and required to cooperate with all MDOT MTA personnel and to make available for review all requested documents and other information MDOT MTA deems necessary to accurately evaluate the contractor's operations, performance, and general safety practices. This information includes, but may not be limited to, the contractor's employee injury and illness records, employee training programs, and/or policies, procedures, and program plans related to safety practices or the work being performed by the contractor. This information shall be provided in a timely fashion as specified by MDOT MTA. If at any time, the Office of Safety finds that a contractor is not complying with the above requirements, the Office of Safety has the right and responsibility to require all site activity to cease until full compliance is achieved. Failure to comply may result in further actions by other departments within the agency, such as Construction Management and/or Procurement

5.1.13 Public Safety - Protection of the Public and Property

The agency and MDOT MTA contractors will take necessary precautions to protect the general public from injury or damage to property. The CSHPG describes the necessary precautions MDOT MTA takes when planning and conducting construction projects to protect the general public from injury or damage to property, including specific guidance on: how to safely maintain public access to buildings and roadways while providing adequate protection for the public; appropriate warning and directional signage for construction areas; and requirements for guardrails, pedestrian walkways, fencing, and other protections. The CSHPG also address requirements for vehicle and/or pedestrian traffic control plans for construction projects and when flaggers are required

5.2 Safety Competencies and Training

FTA requires that public transportation agencies establish and implement a comprehensive safety training program for all agency employees directly responsible for safety, including relevant contractors. Training must include refresher training. All MDOT MTA training programs are based on building competencies: the knowledge, skills, and abilities that are necessary for employees to safely perform the duties required by their differing positions at the agency.

5.2.1 Training and Certification

Detailed training programs are necessary to ensure policies, procedures, and programs are followed accordingly. Formal training programs, which include in-class activities, curriculums, training manuals, lesson plans, field exercises, drills, computer-based training, written and video communications, and testing, have been established for vehicle operators and controllers, maintenance personnel, and other front-line employees. Additionally, training programs have been developed to address safety topics and concerns that may be faced by MDOT MTA employees during the performance of their daily duties.

5.2.1.1 New Employee Orientation (NEO)

The following training courses are required for all MDOT MTA employees in New Employee Orientation (NEO), either during the one-week orientation and training period or through computer-based training:

- Active Shooter Training
- ADA Laws and Regulations Compliance
- Anger & Stress Management Training
- Customer Service Training
- Driver Improvement Training (DIP)
- Domestic Violence Training
- Drug and Alcohol Abuse Policy
- Ethics Training
- Fatigue Awareness Training
- Infectious Disease Training
- Reasonable Suspicion Training*
- Sexual Harassment Training
- SMS Level 1 – Basics Training (SMS Awareness and Employee Safety Reporting)
- SMS Level 2 – Advanced Training (Safety Risk Assessment)*
- State and Federally Mandated Training
- Title VI Training

Note: Asterisk () denotes that only certain management-level employees are required to take these courses*

5.2.1.2 Safety Training for Certain Positions

Figure 30 below describes MDOT MTA job positions that require employees to successfully complete safety-related training and certification courses:

Bus Operator Training and Certification	Light Rail Controller/ Operator Training and Certification	Maintenance Training	Metro Controller/ Operator Training and Certification	RWP (Roadway Worker Protection)	Security and Emergency Preparedness
New Bus Operator Candidate Training Program	Light Rail Training	Facility and Systems Maintenance	Metro Rail Training	Flagmen and Watchmen RWP1	Emergency Operating Procedure Training
Bus Operator Recertification Training Program	Light Rail Recertification Training Program	Light Rail Maintenance Training	Metro Rail Recertification Training Program	Light Rail RWP2/ On-Site Coordinator	Emergency Response Training
Refresher/Return to Duty Training	Light Rail Controller Training	Metro Maintenance Training	Metro Rail Controller Training	Metro RWP2/ On-Site Coordinator	NIMS/ICS training
Post-Accident/Remedial Training		Bus Maintenance Training			
Desensitization Training					

Figure 30 - Safety-related training and certification courses

The training programs provided to an employee are dependent on their job classification and the responsibilities of their position. The training programs may also include on-the-job training that is monitored by a supervisor or mentor. Training efforts are first started at the initial stages of employment and are continued periodically throughout an employee's career as necessary to maintain certifications and to ensure the employee can perform their duties in a safe and efficient manner.

Training, certification and re-certification training courses for employees and contractors/vendors of MDOT MTA are developed and administered through MDOT MTA's Training Policy and Procedures, MDOT MTA Operations Transportation and Maintenance Training Department, MDOT MTA's Administrative services, and each of MDOT MTA divisions. All training programs are properly documented, regularly reviewed and updated, and appropriately controlled. The Office of Safety has the right and responsibility to review and approve all safety-related training programs administered by MDOT MTA. The Office of Safety regularly reviews training documentation to ensure it is properly maintained and that employees are receiving required training as specified in MDOT MTA's Training Policy and Procedures.

Contractors or vendors over whom MDOT MTA has direct oversight responsibility are required to submit training and certification documentation pertaining to MDOT MTA Construction Safety and Health Plan Guidelines (CSHPG). These materials cover the contractor's areas of operation and are reviewed by the Office of Safety to ensure conformance with professional standards for performance-based instruction.

MARC requires that the operating and host railroads comply with all FRA regulations, including Emergency Order 20, which stipulates that railroads operating passenger service directly or over their territory provide specific employee training in safety, such as Roadway Worker Protection. MARC employees do not have a separate safety rulebook and as such, receive training and are qualified under applicable Amtrak and CSX Transportation rules.

Records are maintained for all training provided by MDOT MTA to its employees and contractors/vendors via an electronic database. At the completion of training, employees are required to sign formal attendance sheets verifying their participation in the training program. The training, certification and re-certification records that are available for review by MDOT MTA personnel, State, or Federal authorities, and include:

- Curriculum, classroom notes, lesson plans, written tests, and practical exams
- Pass/fail criteria for training and certification
- Efficiency test results as applied to the rules
- On-the-job training programs, apprenticeship, and journeyman programs
- Vendor training attended by contract employees

5.2.1.3 Training Program Review and Revision

Training programs are reviewed and revised to ensure they meet or exceed all SSOA, Federal, State, local and PTASP requirements. They are also reviewed and revised to ensure they remain up to date with the most current MDOT MTA operations and relevant rules and procedures. This helps to ensure that safe and reliable service is continually and consistently provided to MDOT MTA customers. MDOT MTA will develop a comprehensive training program or plan which outlines training topics, schedules, goals, and objectives for personnel in safety-sensitive job classifications. Training programs are reviewed by utilizing a schedule for review of all training programs so that every course will be reviewed within a quarterly cycle by the Training Review Committee.

Office of Safety reviews all proposed changes or modifications to training programs and materials to evaluate the safety impacts that the change or modification will have on MDOT MTA's operations.

The Training Review Committee is established under the authority of the Chief Operations Officer comprising:

- Modal Division Senior Level Managers (i.e., Director, Deputy Director, Superintendent)
- Office of Safety representatives (i.e., Chief Safety Officer, Deputy Chief Safety Officer)
- Training representatives (i.e., Director, Deputy Director, Manager)

The Director of Training and Development chairs the committee. The committee Chairperson establishes the committee meeting time and place and notifies all other committee members in writing of all pertinent details. The Training Review Committee (TRC) meets on a quarterly basis.

Proposed training program changes and modifications are thoroughly evaluated through the TRC to determine their safety impact, and the impacts the changes or modifications will have on other documents and programs (i.e., through the configuration management program). Once the proposed change or modification has been thoroughly evaluated, it is implemented. Upon implementation, however, all applicable personnel and departments affected by the change are notified and retraining is scheduled for all appropriate personnel as necessary. Records are maintained of all revisions made to training programs.

Training documentation is job classification and responsibility based. Upon completion of an employee's training, the Training Instructor will ensure that all appropriate training documentation is included in the employee's training file. Quarterly, all employees that have been trained in that quarter will have their files audited to ensure consistency in the training documentation within their training files.

5.2.1.4 General Responsibilities of MDOT MTA Personnel and Departments Regarding Training

Effective training is a shared responsibility. General responsibilities of personnel and departments with respect to training and certification are provided as follows:

- It is the responsibility of all Directors, Managers, and Supervisors to ensure all employees and contractors/vendors under their supervision are adequately trained, certified, and qualified to perform their jobs prior to commencing work. This includes ensuring all employees and contractors/vendors are trained in general safety and health work practices and emergency procedures including emergency response, communication, and evacuation.
- It is the responsibility of all Managers to maintain training and re-training schedules for the employees and contractors/vendors under their supervision, and to periodically assess the training needs of employees and contractors/vendors to ensure they maintain the appropriate certifications and remain qualified to safely perform the requirements of their jobs.
- It is the responsibility of the Office of Training to develop and administer training programs that are current and consistent with MDOT MTA's operations and services and management goals and objectives.
- It is the responsibility of the TRC to conduct a quarterly review of all training materials to ensure accuracy and to communicate training program changes and modifications to all necessary personnel and departments.
- It is the responsibility of the TRC to work with Modal Division Senior-level Managers and the Office of Safety representatives to periodically audit training courses to evaluate their quality and effectiveness.
- It is the responsibility of the Office of Training to maintain records of all personnel and contractors'/ vendors' training including employee and contractor/vendor identification (i.e., names, badge numbers, and payroll numbers etc.), training dates, instructor names, subjects addressed, training aids and materials used, materials distributed, test results, and retraining schedules.

- Training documentation is job classification and responsibility based and upon completion of an employee's training, the Training Instructor will be responsible for ensuring that all appropriate training documentation is included in the employee's training file.
- Quarterly, all employees that have been trained in that quarter will have their files audited by the Office of Training to ensure consistency in the training documentation within their training files.
- It is the responsibility of the Office of Training (Director, Deputy Director, and Managers) to quarterly audit all employees' files that had been trained in that quarter to ensure consistency in the training documentation within their training files.
- It is the responsibility of the Office of Safety to perform internal safety reviews of MDOT MTA Comprehensive Training Plan annually or when changes are made.
- It is the responsibility of all MDOT MTA employees to complete training that is required for their job classification, including updates and recertifications, to avoid working when not properly trained or certified.

5.2.1.5 Public Transportation Safety Certification Training

Employees of rail transit systems such as MDOT MTA who are directly responsible for safety oversight are required under 49 CFR Part 672, the Public Transportation Safety Certification Training Program final rule, to complete a standard curriculum of safety training provided through the U.S. Department of Transportation Safety Institute (TSI). The Office of Safety has developed a list of designated personnel who meet the regulatory standard of having direct responsibility for safety oversight and will be required to complete the safety certification training program. Designated personnel shall complete applicable training requirements within three years of their designation.



The following TSI classes are required under 49 CFR Part 672 for designated personnel:

- SMS Awareness (e-Learning delivery, Rail & Bus personnel)
- Safety Assurance (e-Learning delivery, Rail & Bus personnel)
- SMS Principles for Transit (instructor-led delivery, Rail & Bus Personnel)
- TSSP Rail Curriculum (instructor-led delivery, for Rail Safety personnel)
 - Rail System Safety
 - Effectively Managing Transit Emergencies
 - Rail Incident Investigation

The Office of Safety has identified the following positions as designated personnel:

- Chief Safety Officer
- Deputy Chief Safety Officer – Operations
- Deputy Chief Safety Officer – Emergency Management and Compliance
- Safety Management System (SMS) Manager

- Assistant Chief Safety Officer – Bus/Mobility Operations
- Assistant Chief Safety Officer – Rail Operations
- Assistant Chief Safety Officer – Occupational Safety and Emergency Management
- Safety Officers

The following TSI classes are voluntary under 49 CFR Part 672. The Office of Safety may adopt these safety courses as required for relevant safety personnel:

- TSSP Bus Curriculum (instructor-led delivery, Bus Safety personnel)
 - Bus System Safety
 - Effectively Managing Transit Emergencies
 - Fundamentals of Bus Collision Investigation
- Advanced Rail Incident Investigation (instructor-led delivery, Rail Safety personnel)
- Advanced Problems in Bus Collision Investigation (instructor led delivery, Bus Safety personnel)

5.2.1.6 MDOT MTA SMS Training Courses

The Office of Safety is developing two online SMS courses. The first course (SMS Level 1 - Basics) is required for all MDOT MTA employees, contractors, and vendors and will familiarize participants with SMS concepts and the Employee Hazard Reporting Program. The second course (SMS Level 2 - Advanced) is being developed for a smaller group of supervisory employees, instructing them how to conduct Safety Risk Assessments.

SMS Level 1 - Basics Course Review Outline (Example of MDOT MTA SMS Awareness-level training)

SECTION 1 – Introduction to SMS

- MDOT MTA's Commitment to Safety
- FTA Regulatory Requirements
- The Benefits of SMS
- SMS Definition and Components/Subcomponents

SECTION 2 – My Role in MDOT MTA's SMS

- Be a “Hazard Hero” (SMS Lanyard Card)
- Who are the SMS Ambassadors?

SECTION 3 – Understanding Hazards and Risks

- What is a Hazard?
- Hazard Examples (Equipment hazards, Operational hazards, Change)
- What is a Risk?
- Can Risk be Acceptable?
- Hazard and Risk KNOWLEDGE CHECK -- Interactive

SECTION 4 – MDOT MTA’s Employee Safety Reporting Program (ESRP)

- Employee Hazard Reporting is Key to Risk Management
- FTA Requires Agencies to have an Employee Safety Reporting Program
- MDOT MTA’s ESRP – Federal Requirement and Agency Directive
- ESRP Directive – What Should be Reported?
- MDOT MTA Hazard Reporting Mechanisms
- Information Needed for Hazard Reporting/Checklist
- ESRP Follow-up
- MDOT Workplace Safety Pledge
- Knowledge Checks
- Verification of Completion

SMS Level 2 - Advanced Course Review Outline (Example of MDOT MTA SMS Ambassador and division supervisor-level training)

SECTION 1 – Key SMS Personnel

SECTION 2 – What is Safety Risk Management (SRM)?

SECTION 3 – Understanding Hazards, Consequences and Risks

SECTION 4 – What are the Seven Triggers for MDOT MTA’s Risk Assessment Process?

SECTION 5 – When is Risk Assessment Not Needed?

SECTION 6 – Conducting a Risk Assessment

SECTION 7 – Assess Severity of the Consequence(s)

SECTION 8 – Assess Probability of the Consequence(s)

SECTION 9 – Determine the Risk Value/Level

SECTION 10 – Acceptance and Approval Levels

SECTION 11 – Mitigation Strategies

SECTION 12 – Determine Residual Risk

5.2.2 Workplace Safety Training

MDOT MTA’s safety training program for employees is based on and specific to employee job classification. For example, maintenance employees are trained regarding the proper use of grinding wheels or vehicle repair techniques, whereas bus operators receive training regarding defensive driving or how to address a confrontational passenger. It is important to note that training efforts and programs may entail not only formal in-class training, but also on-the-job training that is overseen by a supervisor or manager and properly documented in the employee’s file. It is the responsibility of all managers and supervisors to not only oversee employee work practices and performance but to also enforce rules and procedures as well as to ensure their employees are properly trained in order to perform the duties of their job classifications in a safe and efficient manner. If and when an employee’s duties change, it is the responsibility of the manager or supervisor to ensure that employee is retrained as necessary. It is also the responsibility of all managers and supervisors to ensure all personnel receive training regarding the hazards that may be associated with or encountered within employee work areas.

Managers and supervisors also ensure that all employees receive training regarding the various safety program topics and injury and illness prevention as a quality control measure. This training encompasses the use of PPE, proper lifting techniques, blood-borne pathogens training, the requirements of the SMS, emergency preparedness including evacuation routes and procedures, and hazard identification and resolution techniques.

The frequency of training varies depending upon job classification, governing statutes, as well as job performance. Employees who violate safety rules and procedures, for example, are required to take certain forms of retraining or re-certification as part of corrective actions taken because of the violation. Other employees, such as bus operators, require retraining simply as a requirement of maintaining certifications and licenses.

5.2.2.1 Contractor Safety Training Requirements

It is the responsibility of all contractors to establish written safety orientation and training programs that provide contractor employees with the information required to safely execute their duties under the scope of the contract. The training programs must address employee responsibilities at all levels including the Contractor Safety and Health Plan Guidelines (CSHPG); applicable safety rules and regulations; hazard identification and elimination methods; emergency procedures; and the responsibility of each employee for formally acknowledging receipt of the safety rules orientation and training prior to performing or being assigned duties on the project.

To ensure all contractors are familiar with the appropriate rules and requirements, MDOT MTA is responsible for ensuring all contractors receive the proper instructions and training pertaining to its policies, procedures, rules and other requirements. MDOT MTA is also responsible for ensuring that the contractors know and execute these policies, procedures, rules, and other requirements appropriately. Contractors who have not successfully completed required MDOT MTA safety courses shall be removed from the project.

5.2.3 Roadway Worker Protection Training

The primary goal of Roadway Worker Protection (RWP) training is to ensure continuous safety by clearly and concisely explaining Metro Subway and Light Rail on-track protection rules to MDOT MTA roadway workers and contractors accessing track areas. The RWP program contains on-track protection rules that apply to roadway workers and contractors while they are working in the track area. RWP training includes position responsibilities and procedures for providing protection from trains and/or roadway maintenance machines. MDOT MTA roadway workers and contractors must understand, be fully knowledgeable of, and obey safe work practices and procedures. Any violation of RWP rules or training will not only put individuals in a hazardous situation but will also subject them to disciplinary action. It is the responsibility of the roadway workers to keep their training up to date. For additional information regarding RWP and track access requirements or training refer to MDOT MTA RWP Program, RWP Manual, and/or the MDOT MTA Office of Training.

5.2.4 Hazardous Chemicals, Health and Safety Training

The Assistant Chief Safety Officer - Occupational Safety and Emergency Management within the MDOT MTA Office of Safety is responsible for developing an appropriate list of required safety and health training courses for employees who are exposed to hazardous chemicals or dangerous equipment (including electrical equipment) as part of their daily work assignments. Employees who are included in these categories include Mechanics, Facilities Maintenance, Cleaners, and Fleet Repair. MDOT MTA has a longstanding partnership with the Chesapeake Region Safety Council, a regional division office of the National Safety Council, who delivers accredited Occupational Safety and Health courses

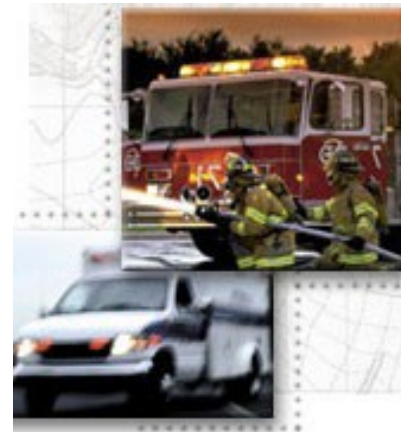
in Baltimore on a regular basis. The safety and health courses that are recommended for MDOT MTA employees listed above and for safety officers in the areas of fire/life safety, industrial safety support, and construction safety include:

- Fundamentals of Industrial Hygiene
- Incident Investigation
- Job Hazard Analysis (JHA)
- Principles of Occupational Safety and Health (POSH)
- Safety Inspections
- Safety Management Techniques
- Safety Training Methods
- Team Safety

5.2.5 Emergency Management & Response Personnel Training

Effective emergency preparedness, response, coordination, and training are essential elements to minimize losses during the occurrence of an emergency or disastrous event. The overall objective of emergency preparedness and planning is to ensure fast and efficient response to emergencies or disasters in a manner that minimizes risk to the safety and health of passengers, employees, and emergency response personnel as well as unnecessary property loss.

In order to meet this objective, MDOT MTA has written comprehensive emergency operations plans (EOPs) for MDOT MTA, and each of its modal operations (i.e., Metro Subway, Light Rail, MARC, Bus, and Mobility). These plans also include the involvement of many offices that provide support functions such as MDOT MTA Media Relations, Police, Safety, Engineering, HR, and Procurement offices. These plans establish the roles and responsibilities to be carried out by MDOT MTA personnel, as well as by various emergency response agencies during an emergency or disastrous event. The EOPs are supplemented by the comprehensive SSEPP, SOPs, and the emergency operating rules used by each mode.



Functional exercises, full-scale exercises, and emergency drills are conducted to assure that individuals clearly understand what steps they are required to perform during an emergency. The drills also give MDOT MTA the opportunity to further train employees on appropriate response activities. Results of these drills will be fed back into the tabletop drills for modifications to response activities, if necessary. Types of drills and exercises include seminars, workshops, tabletops, games, drills, functional drills, and full-scale exercises. Typical drills may include operators assisting passengers in de-boarding; MDOT MTA Police crowd control during an emergency; and OCC personnel responding to Operator-initiated emergency call-ins. These drills may also include personnel from external law enforcement agencies.

5.2.5.1 Response

The response phase of emergency management puts the planned emergency activities, responsibilities, and agreements into effect. EOPs, SOPs, and Interagency agreements (as provided through Maryland State Law) are currently in place and have been written to ensure that when an emergency or disaster occurs, MDOT MTA departments and first response agencies and organizations will break down their areas of responsibility into manageable units, assess what has happened, what can be done, and what is needed. This information is communicated to all necessary parties and sent by whatever means available to the MDOT MTA Administrator. Response efforts focus on the preservation of lives concurrent with incident stabilization activities. These activities are conducted consistent with NIMS/ICS and often require teamwork with other State and local emergency response agencies.

5.2.5.2 Training of Personnel

MDOT MTA Emergency Management training is conducted through drills, simulations, and tabletop exercises, developed by the Office of Safety and/or MDOT MTA Police, and the Office of Transit Operations. Emergency response procedures are distributed to MDOT MTA personnel and other stakeholders as part of the training program and by departmental supervision based on the employee's scope of responsibility. Select MDOT MTA staff must also attend training courses presented by TSI, DHS, and other industry organizations. The training includes training MDOT MTA personnel, non-MDOT MTA personnel, Accident/Incident Stabilization Training, and Continuity of Operations (COOP) Training. MDOT MTA also provides resources for external industry training as necessary including Fire, Police, NIMS, EMS, government sponsored, and professional organization training.

Emergency management training for MDOT MTA personnel includes:

- Operating territory familiarization (i.e., types of operating environments and the hazards that can be encountered with each)
- Communications training including internal communications as well as external communications between other transit personnel, emergency response units, and the news media
- Command post operations including the organization and personnel roles and responsibilities (as stated in EOPs)
- Situational awareness including the procedures to be taken during different types of emergencies or disasters (as stated in EOPs)
- Coordination of functions including personnel responsibilities during the event (as stated in EOPs)
- Power removal procedures (as stated in EOPs and SOPs)
- Equipment familiarization including instruction concerning the location, function, and operation of on-board emergency equipment
- Emergency access/egress (i.e., passenger and personnel evacuation)
- Updates to passengers, customers, and media
- NIMS/ICS (for example, IS-100 for frontline responders, ICS-200 for supervisors, ICS- 300 for managers, etc.)

Emergency management training for non-MDOT MTA personnel (local police agencies, fire departments, etc.) may include:

- Operating territory familiarization (i.e., types of operating environments and the hazards that can be encountered with each)
- Communications training including communications between the OCC and emergency response agencies
- Command post operations (organizational and personnel roles and responsibilities)
- Situational awareness (i.e., the procedures to be taken during different types of emergencies or disasters)
- Coordination of functions (i.e., personnel responsibilities during the event)
- Power removal procedures

- Equipment familiarization including instruction concerning the location, function, and operation of on-board emergency equipment
- Emergency access/egress (i.e., passenger and personnel evacuation)
- NIMS/ICS (for example, IS-100 for frontline responders, ICS-200 for supervisors, ICS-300 for managers, etc.)

On-the-job training for accident/incident stabilization and COOP operations (conducted by Supervisors) includes:

- Emergency evacuation
- Re-routing of service
- Passenger and media updates
- Testing of systems affected by the event
- Restoring operations to schedule

5.2.6 Environmental Compliance Training

The Clean Water Act, Clean Air Act, Resource Conservation & Recovery Act (RCRA), Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or Superfund, Solid Waste (RCRA Subpart D) all require training with an annual refresher. MDOT MTA provides the Superintendents and Supervisors with an increased level of training annually which is called Primary and Secondary Environmental Coordinator training. Staff personnel are provided with annual Environmental Awareness training that incorporates modules from each of the regulatory statutes. A module is included on the use of the MSDS Online program, including the process to request a product to be approved for use at MDOT MTA.

Maryland Department of the Environment (MDE) ABC Fueler training is provided to personnel associated with the delivery and dispensing of fuels at facilities with Underground Storage Tanks (UST).

Personnel responsible for inspection of Aboveground Storage Tanks (AST) are provided with personal one-on-one training and a guidebook to assist in that process.

Annual Asbestos Level 1 training is provided to facility maintenance personnel and custodial personnel that may be exposed to possible asbestos as part of their work.

MDOT MTA Environmental staff attends annual hazardous waste training and DOT shipping training. These two courses combine to give assurance that hazardous waste is correctly categorized and shipped to a disposal facility.

