

PART B
SCOPE OF SERVICES

TABLE OF CONTENTS

SECTION 8. SYSTEM SAFETY AND SECURITY

SECTION	TITLE
8.1	General
8.2	System Safety Program Plan
8.3	System Security Plan
8.4	Emergency Preparedness Plan
8.5	Emergency Response Plan
8.6	Contingency Plan
8.7	Violations
8.8	Employee Non-Compliance
8.9	Drug and Alcohol-Free Workplace
8.10	Safety Sensitive Positions
8.11	Incident Management
8.12	Non-Compliance on Incident Notification
8.13	Emergency Notifications
8.14	Site Visits By Regulatory Agency



TABLE OF CONTENTS (continued)

SECTION 8. SYSTEM SAFETY AND SECURITY

SECTION	TITLE
8.15	Open Process for Safety and Security Planning
8.16	VRE Presence During Safety Testing
8.17	Safety and Security Reporting
8.18	Safety Equipment or Practices
8.19	Safety Performance Record
8.20	Safety Rules and Security at VRE's Railroad Facilities
8.21	Comprehensive Safety Program



SECTION 8

SYSTEM SAFETY AND SECURITY

8.1 GENERAL

- A. In performing the Contract services, the Contractor shall at all times conduct its operations in a safe manner. The safety of the Contractor's employees, VRE riders, VRE staff and the communities within and adjacent to VRE service territory and VRE facilities shall be the focus of safety without exception.
- B. The Contractor shall, at its own expense, promptly take all precautions which are reasonable or necessary to safeguard against risks, and shall make regular safety and security inspections of Service Property, Service Equipment and Support Property.
- C. The Contractor's System Safety Program Plan (SSPP) approved by VRE shall be the guiding document for the safe execution of services under this Contract.
- D. The Contractor shall comply with all aspects of the VRE System Safety Program.
- E. Refer to **SECTION 1.7 REGULATORY COMPLIANCE WITH LAWS, RULES, REGULATIONS, PERMITS AND STANDARDS** for a comprehensive list of regulatory agencies whose applicable stipulations the Contractor must comply with.
- F. VRE retains the prerogative to conduct oversight of any part of the Contractor's agreed upon services to ensure full compliance with all regulatory requirements as well as to ensure the safe conduct of the aforementioned Contract services.

8.2 SYSTEM SAFETY PROGRAM PLAN

- A. The Contractor shall establish a VRE-approved System Safety Program Plan (SSPP) based on appropriate FRA, FTA, and APTA regulations, standards and guidelines, which shall identify, eliminate, minimize, and control safety hazards and their attendant risks.
- B. The SSPP shall meet all applicable federal and other legal requirements and regulations.
- C. The Contractor shall provide, to VRE, for review, a SSPP that, at a minimum, meets VRE's own SSPP standards by the start date of mobilization. This plan has to be approved by VRE sixty (60) days prior to the commencement of Contract services.



- D. The Contractor shall update the SSPP annually, and deliver it to VRE for approval by May 1st of each Contract Year.
- E. The Contractor shall also submit triennially to an APTA/FRA audit, as well as any audits conducted by VRE, any federal or state regulatory agency, or VRE subcontractor, and shall implement recommended corrective actions as directed by VRE. Corrective actions shall also be audited for implementation by VRE.
- F. The System Safety Program Plan (SSPP) shall generally address the following areas:
 - 1. Policy statement, authority, purpose, goals and scope;
 - 2. Identifiable and attainable objectives;
 - 3. Organizational structure;
 - 4. System planning/integration;
 - 5. Safety contract requirements;
 - 6. Vehicle maintenance, inspection and repair;
 - 7. Rules/procedures review;
 - 8. Training;
 - 9. Emergency planning/response;
 - 10. Workplace safety programs;
 - 11. Passenger and public safety programs;
 - 12. Rail corridor operations safety;
 - 13. Hazardous materials program;
 - 14. Security;
 - 15. Hazard management process;
 - 16. Accident/incident reporting and investigation;
 - 17. Safety data/acquisition and analysis;
 - 18. Loss prevention and control;
 - 19. System change management; and
 - 20. Internal safety management assessment.
- G. The SSPP shall follow the format specified by VRE.
- H. The Contractor shall carry out and track regular audits to ensure compliance with all aspects of its System Safety Program Plan. The results of these audits will also be used as input for the annual revision of the System Safety Program Plan.



- I. VRE's CEO and Manager of Transportation Services, Safety and Security, or such persons as authorized by VRE, may audit the performance of the Contractor's agreed upon Contract activities at any time.
- J. In addition to annual updates, VRE requires that the Contractor identify changes that require modification of the SSPP on an on going basis. The Contractor shall incorporate necessary changes in the SSPP and submit these changes to VRE for approval, within forty-five (45) calendar days of the date of the change.
- K. VRE may request modifications to the Contractor's SSPP due to internal audit report results, on-site reviews and investigations, changing trends in accident/incident or security data, or other reasons that may come to the attention of VRE. Upon receipt of a written request for SSPP modifications from VRE, the Contractor shall submit a revised SSPP within forty-five (45) calendar days to VRE for approval.
- L. To implement the System Safety Program, the Contractor shall establish appropriate policies and procedures, lines of authority, levels of responsibility and accountability, and methods of documentation. This documentation is subject to review and approval by VRE.
- M. The Contractor shall cooperate with any audit of the Contractor's System Safety Program Plan conducted by VRE or a third party acting on behalf of VRE.
- N. The Contractor's key safety and training personnel shall attend meetings as directed by VRE, with the VRE staff and other appropriate third parties to discuss safety-related incidents and concerns, and the Contractor's compliance with the System Safety Program Plan.
- O. In the event that the Contractor becomes aware of an unsafe, non-secure, or potentially unsafe or non-secure condition on the Service Property or Service Equipment, or otherwise related to the Contract services, the Contractor shall inform VRE immediately. A hazardous condition that needs immediate mitigation to prevent any immediate and further repetitive loss to VRE assets or injury to persons, shall be corrected immediately to the satisfaction of VRE. All hazardous conditions shall be documented and submitted to VRE within one (1) business day of discovery, with mitigating/corrective actions noted. All unacceptable hazardous conditions shall be submitted in writing to VRE with mitigating/corrective actions noted within (1) one hour of discovery.
- P. The Contractor's System Safety Program Plan shall address the hazard management process to include hazard identification, hazard categorizations (hazard severity/probability), hazard investigation and hazard resolution. All investigations regarding unacceptable hazardous conditions will include a VRE designate in the Contractor's safety committee pertaining to the investigation.



8.3 SYSTEM SECURITY PLAN

- A. The Contractor shall provide to VRE a System Security Plan (SSP), as required by APTA, FRA, and FTA that shall be updated annually by May 1st of each Contract Year and shall detail the Contractor's security policies, procedures and programs.
- B. The System Security Plan shall provide for, without limitation, a vehicle control system for Contractor employee vehicles on the Service Property; and a plan for restricting access to stations and facilities.
- C. The Contractor shall provide, for review by VRE, a SSP that closely aligns with VRE's own SSP, by the start date of mobilization. This plan has to be approved by VRE sixty (60) days prior to the commencement of Contract services.
- D. The initial plan shall meet all applicable federal and other legal requirements, regulations, and standards.
- E. The Contractor shall revise the plan accordingly within thirty (30) days of receipt of revisions from VRE.
- F. At a minimum, the System Security Plan shall address the following:
 - 1. Organizational structure;
 - 2. Security goals and objectives;
 - 3. Operating environment;
 - 4. Vulnerabilities (Contractor) identification, management and resolution; and
 - 5. Management plan.
- G. The SSP shall be formatted according to VRE specifications.

8.4 EMERGENCY PREPAREDNESS PLAN

- A. The Contractor shall provide to VRE an Emergency Preparedness Plan (EPP), as required by FRA 49 CFR 239 that shall be updated annually by May 1st of each Contract Year and shall detail the Contractor's emergency preparedness policies, procedures and programs.
- B. The Contractor shall provide an EPP that, at a minimum, meets the requirements of VRE's own EPP, for review by VRE, by the start date of mobilization. This plan has to be approved by VRE sixty (60) days prior to the commencement of Contract services.
- C. The Contractor shall revise the plan accordingly within thirty (30) days of receipt of revisions from VRE.



- D. The Contractor shall provide to VRE drafts of any subsequent Emergency Preparedness Plans, no less than forty-five (45) days before such plan or amendments are submitted to the FRA. The Contractor shall revise such plan accordingly within thirty (30) days of receipt of such revisions from VRE.
- E. At a minimum, the Contractor shall cooperate and fully participate in two (2) VRE full scale emergency drills (tabletop and field exercises) during each Contract Year, at times to be determined by VRE. The Contractor shall provide all personnel required to fully simulate daily operations under this Contract.

8.5 EMERGENCY RESPONSE PLAN

- A. The Contractor shall provide to VRE an Emergency Response Plan (ERP) that shall be updated annually by May 1st of each Contract Year and shall detail the Contractor's emergency response procedures and programs.
- B. The Contractor shall provide an ERP, for review by VRE, by the start date of mobilization. This plan has to be approved by VRE sixty (60) days prior to the commencement of Contract services.
- C. The Contractor shall revise such plan accordingly within thirty (30) days of receipt of revisions from VRE.

8.6 CONTINGENCY PLAN

- A. At least ninety (90) days before the commencement of Contract services, the Contractor shall develop and provide to VRE for approval (through briefings or other appropriate means) a written contingency plan describing in detail measures to be taken by the Contractor to assure continued and uninterrupted performance of the Contract services in the event of any strike or work stoppage engaged in by the Contractor's employees.
- B. The Contractor shall update such plan annually, and submit the plan to VRE for approval, no later than May 1st of each Contract Year.
- C. Consistent with the Federal Emergency Management Agency (FEMA) guidelines, the Contractor shall incorporate in the Contingency Plan a Continuation of Operations Plan (COOP).

8.7 VIOLATIONS

- A. The Contractor shall be responsible for the discovery, determination and correction of any and all violations of the System Safety Program Plan, System Security Plan, Emergency Response Plan, Emergency Preparedness Plan or any other safety, security or emergency preparedness violation related to the Contract services.



- B. The Contractor shall notify VRE of such violations immediately and shall consult with VRE on implementing any corrective action plans that are not immediate. The Contractor shall however proceed immediately to take any corrective steps that are required to prevent such a violation from being repeated and to prevent any injury, damage or loss of life in the immediate timeframe.
- C. VRE shall be consulted at all stages of a violation – from identification, resolution, to management of a given hazardous condition.

8.8 EMPLOYEE NON-COMPLIANCE

The failure of any of the Contractor’s personnel to comply with the System Safety Program Plan or System Security Plan, or to otherwise comply with applicable safety requirements, shall be considered a violation pursuant to this Contract. As such, VRE reserves the right to bar Contract employees who perform inappropriately on this Contract.

8.9 DRUG AND ALCOHOL-FREE WORKPLACE

- A. VRE is a drug-free workplace. All Contractor personnel and Subcontractors are to be free of the effects of illegal drugs, alcohol, controlled substances or other prohibited substances when they are on VRE property or performing Contract services.
- B. The Contractor shall maintain a drug-free workplace and have an ongoing drug-free awareness program.
- C. At least ninety (90) days before the commencement of Contract services, the Contractor shall develop and provide to VRE for approval a written drug-free workplace policy, per 49 CFR Part 32 and 41 USC Sections 701, that notifies employees of the substance abuse policy, maintains an ongoing drug-free workplace, and establishes an employee education program.
- D. The Contractor shall update such plan annually, and submit the plan to VRE for approval, no later than May 1st of each Contract Year.
- E. All such parties are prohibited from using, possessing, selling or distributing any drugs, alcohol, controlled substances or other prohibited substances when they are on the Service Property, VRE property or performing Contract services.
- F. The Contractor shall advise its employees of this requirement and ensure that employees meet this “fitness for duty” standard.
- G. The Contractor shall remove violators of this policy immediately from VRE property and such employees shall be held out of performing Contract services or any other Contracts held with VRE. The Contractor shall immediately assign the disciplined employee’s job responsibilities to another qualified employee and shall inform VRE within twenty-four (24) hours of the suspected drug and alcohol abuse in the workplace.



- H. The Contractor shall furnish VRE with a written report of any policy violations, within five (5) days of the violation.
- I. The Contractor shall have a return to work program, through the Employee Assistance Program, for employees that test positive for drug and alcohol use. For employees who are returning to work following the completion of a return to work program, the Contractor shall medically certify that the employee is fit for duty. The Contractor shall inform VRE of such certifications and return to work of such employees and shall maintain and make available such certifications for VRE's review.
- J. Following a repeat positive drug and alcohol test, VRE reserves the right to bar such Contractor employees from servicing under this Contract.
- K. The Contractor hereby accepts all liability arising from violation of this policy by its employees.

8.9.1 FEDERAL REQUIREMENTS

- A. The Contractor shall establish appropriate drug and alcohol testing programs for all Contractor personnel in full compliance with the most stringent interpretation of applicable Federal regulations governing control of drug use and alcohol abuse in railroad and/or transit operations.
- B. The Contractor shall submit to VRE its guidelines for drug and alcohol testing at least sixty (60) days prior to commencement of the Contract services. The Contractor shall update such guidelines annually, and submit them to VRE for approval, no later than May 1st of each Contract Year.

8.9.2 DRUG AND ALCOHOL TESTING REQUIREMENTS

- A. The Contractor shall establish appropriate drug and alcohol (D & A) testing programs for all employees involved in the Contract. These programs must be in full compliance with applicable regulations set forth by the FRA in 49 CFR 219 (Control of Alcohol and Drug Use) and by the FTA in 49 CFR Part 655 and 49 CFR Part 40 governing the control of drug use and alcohol abuse in railroad and/or transit operations. The program shall also cover random testing of employees. VRE shall be notified of all failures and the deposition thereof.
- B. The Contractor's procedures for compliance with the required drug and alcohol testing shall be included in the System Safety Plan required for submittal and approval by VRE. These requirements shall include identification of a D & A testing facility for the Contractor as well as record keeping procedures for D & A testing.
- C. The Contractor has primary responsibility for administering a Substance Abuse Testing Program in accordance with the following regulations: 49 CFR Part 655—Prevention Of Alcohol Misuse And Prohibited Drug Use In Transit Operations; 49 CFR Part 40—



Procedures For Transportation Workplace Drug And Alcohol Testing Programs; and 49 CFR Part 29—Government-wide Requirements for Drug-Free Workplace and 49 CFR 219.

- D. The Contractor shall monitor the program of each of its departments and ensure that employees in safety sensitive positions who are returning to work from the program have been medically certified to do so.
- E. The Contractor shall submit to VRE prior to the start of Mobilization an inventory of positions that the Contractor defines as safety sensitive positions. Any employees of Subcontractors to the Contractor too shall be subject to the same D & A policy of the Contractor that is approved by VRE. The Contractor shall include in the inventory of safety sensitive positions any such positions that are performed by Subcontractor employees.
- F. VRE will have full access to all D & A tests conducted on Contractor personnel working on VRE Property.

8.9.3 ADDITIONAL TESTING

- A. The Contractor shall, upon reasonable suspicion and consistent with VRE's drug and alcohol testing policy, conduct drug and alcohol testing of any Contractor personnel not governed by Federal regulations governing drug and alcohol abuse in railroad and/or transit operations.
- B. D & A testing shall be considered standard protocol following any incident on VRE property.

8.10 SAFETY SENSITIVE POSITIONS

- A. Per 49 CFR 209.303, safety sensitive positions are considered to include the following at a minimum:
 - 1. Railroad employees who are assigned to perform service subject to the Hours of Service Act (45 USC 61-64b) during a duty tour, whether or not the person has performed or is currently performing such service and any person who performs such service.
 - 2. Railroad employees or agents who:
 - a. Inspect, install repair or maintain track and roadbed;
 - b. Inspect, repair or maintain, locomotives, passenger cars, and freight cars; or
 - c. Conduct training and testing of employees when the training or testing is required by the FRA's safety regulations.
 - 3. Railroad managers, supervisors, or agents who:
 - a. Perform any of the safety-sensitive functions listed in this section;
 - b. Supervise and otherwise direct the performance of any of the safety-sensitive functions listed in this section; or



- c. Are in a position to direct the commission of violations of any of the required of parts 213 through 236 of this title.
- B. For purposes of this RFP, reference to railroad employees, supervisors or managers shall be denoted as the Contractor's employees, supervisors and managers who perform the functions described above.

8.11 INCIDENT MANAGEMENT

8.11.1 NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

- A. All Contractor employees and Subcontractor employees who will be servicing this Contract shall be trained on the National Incident Management System fundamentals prior to the start of the performance of this Contract.
- B. The following Contractor employees shall be NIMS certified:
 - 1. General Manager (ICS 100, ICS 200, ICS 300, ICS 400, IS 700, IS 701, IS 703); and
 - 2. Operations Managers (ICS 100, ICS 200, ICS 300, ICS 400, IS 700).
- C. Prior to commencement of mobilization, all other Contractor employees including Subcontractor employees shall be trained in the fundamentals of NIMS, ICS 100, and be operationally fluent in NIMS and able to apply the NIMS framework in an incident until first responders arrive on-scene.
- D. Future additions to the Contractor's employees shall be appropriately trained in NIMS prior to starting work under this Contract.

8.11.2 INCIDENT NOTIFICATION

- A. VRE staff will be party to any investigation that is conducted by the Contractor regarding service delays, service disruptions, or other incidents that impact the hazard-free execution of this Contract.
- B. VRE will conduct its own investigation if VRE deems appropriate. In the event of an incident, the Contractor shall inform the VRE designated representative, immediately. The Contractor shall try to make telephonic contact with a VRE representative from the list provided below:
 - 1. VRE Manager of Transportation Services, Safety and Security (primary);
 - 2. VRE Manager of Operations and Customer Communications (alternate);
 - 3. Director of Rail Equipment and Services (alternate);



4. Deputy CEO (alternate); and
 5. CEO (alternate).
- C. The Contractor shall provide the following as an initial verbal report:
1. Caller's name and contact telephone number;
 2. Time and date of incident;
 3. Type of incident;
 4. Location and direction of travel;
 5. Transit vehicles and any other vehicles involved;
 6. Number of persons injured and requiring medical attention away from the scene and number of fatal injuries; and
 7. If the incident has been reported to any oversight agency – i.e. NTSB, FRA, FTA, EPA, DHS, OSHA.
- D. An interim written incident report, using the VRE reporting template, refer to **APPENDIX NO. 25**, shall be transmitted to VRE within twenty-four (24) hours of the incident.
- E. Any violation of the System Safety Program Plan, System Security Plan or any other safety or security violation related to near misses, train control and yard services shall be reported to the designated VRE point of contact, immediately. A preliminary written report of such a violation, on the VRE required reporting template, shall be submitted to VRE within twenty-four (24) hours of a suspected incident.
- F. A full investigative report complete with root cause and corrective actions (if applicable) shall be submitted to VRE within thirty (30) days of the incident. An incident investigation is considered “closed” once VRE’s Safety Standing Executive Committee (SSEC) has adopted this investigative report as its own.

8.11.3 SAFETY & SECURITY TRAINING FOR CONTRACT EMPLOYEES

- A. All Contractor employees and Subcontractor employees who will be servicing this Contract shall be trained on the following at a minimum:
1. Variations of National Incident Management Systems (NIMS), per **SECTION 8.11.1**;
 2. Emergency response to Improvised Explosive Devices (IED) and Weapons of Mass Destruction (WMD); and
 3. Security awareness.



8.12 NON-COMPLIANCE ON INCIDENT NOTIFICATION

- A. VRE will assess a penalty as specified in **SECTION 2.4.4 OTHER PENALTIES** for failure to provide any report required as stated in these specifications.
- B. Notwithstanding any definition or provision in the Contract to the contrary, the Contractor's failure to follow these procedures and to provide the required notification information may be an Event of Default.
- C. The Contractor shall be responsible for the development, documentation, maintenance and training on all incident notification procedures, based upon existing VRE Incident Management procedures.
- D. The Contractor and its Subcontractors shall be available to submit to any required training as new procedures are implemented by VRE.

8.13 EMERGENCY NOTIFICATIONS

- A. Immediately following the notification of all applicable Emergency Services (e.g. Police, Fire Department, Ambulance) and/or regulatory agencies (e.g., FRA, DEC, DEP, NTSB, DHS, EPA), the Contractor shall notify VRE in the event of any of the following occurrences:
 - 1. Incidents defined in 49 CFR 225 per FRA;
 - 2. Loss of life, employee injury, passenger injury, stoppage or major disruption of service;
 - 3. Damage to the maintenance facility or equipment, to include VRE rolling stock or the yard;
 - 4. Operating rule violations;
 - 5. Trespass incidents;
 - 6. Fighting on the premises;
 - 7. Incidents of substance or alcohol abuse;
 - 8. Fuel or hazardous material spill;
 - 9. Vandalism or other illegal activity;
 - 10. Sink hole formations; and
 - 11. Collision, derailment, fire, explosion, acts of nature, or any other event involving damage to or operation of VRE equipment as observed along the Right-Of-Way.



8.14 SITE VISITS BY REGULATORY AGENCY

Any on-site visit or inspection by the FRA or any other controlling regulatory agency shall be reported to VRE within two (2) hours of such visit. Any violation, order or directive from any regulatory agency shall be reported immediately.

8.15 OPEN PROCESS FOR SAFETY AND SECURITY PLANNING

VRE expressly prohibits the Contractor from implementing any safety or security related policies, processes or procedures without the explicit review and authorization of VRE. The only exception to this requirement is in the interest of averting a repeat incident within the immediate timeframe.

8.16 VRE PRESENCE DURING SAFETY TESTING

The Contractor shall inform VRE's Manager of Transportation Services, Safety and Security regarding all operational testing including those tests that are required per FRA regulations. The Contractor shall make arrangements for VRE's Manager of Transportation Services, Safety and Security to accompany the Contractor's supervisory and managerial staff during the conduct of any safety related testing. The Contractor shall accommodate other VRE officials/staff during the conduct of any safety testing procedure, if VRE so requires.

8.17 SAFETY AND SECURITY REPORTING

- A. The Contractor shall provide to VRE, all records and reports pertaining to the safety compliance and competency testing of all categories of its employees in safety sensitive positions as described in **SECTION 8.10 SAFETY SENSITIVE POSITIONS**.
- B. The Contractor shall provide to VRE, all records and reports pertaining to any inspections of equipment and facilities that are conducted by the Contractor in the execution of the Contract services.
- C. The Contractor shall alert VRE to any hazardous conditions for which corrective actions need to be implemented to avoid further degradation to the efficacy of the equipment or facility or to avoid injury or loss of life to employees, VRE riders, or populations in surrounding communities adjacent to VRE service territory and property.



8.18 SAFETY EQUIPMENT OR PRACTICES

The Contractor shall revise its standard operating practices, emergency operation practices, training techniques, or reporting practices if it is revealed to the Contractor through industry communiqué, employee communication or VRE communication that such revision will assist in the reduction or prevention of injury or loss of life to its employees, to VRE riders, to VRE staff, or to the surrounding communities within VRE's service territory. The Contractor shall also do so if it will assist in the reduction or prevention of damage to VRE facilities and equipment.

8.19 SAFETY PERFORMANCE RECORD

- A. The Contractor shall provide, with the Proposal, its safety record. This would enumerate injuries, property damage, fatalities and hazardous conditions that have occurred throughout the last five (5) years of its business history. The Contractor shall present safety data for each year of the past five (5) years, in the following manner, if applicable:
1. Injuries per 10,000 revenue miles;
 2. Injuries per 10,000 unlinked passenger trips;
 3. Fatalities per 10,000 revenue miles;
 4. Fatalities per 1,000 unlinked passenger trips;
 5. Hazardous conditions per 10,000 revenue miles;
 6. Accidents/incidents for revenue and non-revenue miles;
 7. Employee injuries; and
 8. Employee fatalities.

8.20 SAFETY RULES AND SECURITY AT VRE'S RAILROAD FACILITIES

- A. In the performance of this Contract, the Contractor shall comply with the safety rules outlined in "VRE's Rules to Live By" in **APPENDIX NO. 28**.
- B. The Contractor and all its employees/subcontractors providing the services must take part in a Yard Safety Training class provided by VRE. The Contractor's employees and Subcontractors shall pass a closed book competency test following such training.
- C. The class will be held at either of VRE's rail yards and will last approximately one (1) hour.



8.21 COMPREHENSIVE SAFETY PROGRAM

The Contractor shall provide with the proposal, an outline of any comprehensive safety program that is currently used to guide and advise its employees on safe execution of their job responsibilities.

