

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR AMBASSADOR AND BUS STOP MONITOR PROGRAM FOR FORT BEND
 COUNTY PUBLIC TRANSPORTATION
 RFP 19-047**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Transit Safety & Security Solutions, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide Ambassador and Bus Stop Monitor Program services for Fort Bend County Public Transportation (hereinafter "Services") pursuant to RFP 19-047; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Contractor shall render Services to County as defined in the Scope of Services and Contractor's Response (attached hereto as Exhibit A).

Section 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is **one million six hundred thousand dollars and no/100 (\$1,600,000.00)**. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: As work progresses on tasks identified in the Scope of Services, Contractor shall submit to County bi-monthly invoices showing the amounts due for services performed in a form acceptable to County. Electronic invoices are acceptable. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of **one million six hundred thousand dollars and no/100 (\$1,600,000.00)**, specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed **one million six hundred thousand dollars and no/100 (\$1,600,000.00)**.

Section 5. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin on July 3, 2019, and end no later than June 30, 2024. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience

7.1.1 Either Party may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If either Party terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

11.1 CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

11.2 Contractor shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Contractor in the defense of each matter.

11.3 Contractor's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

11.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall nevertheless fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.

11.5 Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this request.

11.6 The provision by Contractor of insurance shall not limit the liability of Contractor under an agreement.

11.7 Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to Fort Bend County.

11.8 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or trade contractor providing such insurance.

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any

Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is

a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Public Transportation Department
Attn: Director
12550 Emily Court, Suite 400
Sugar Land, Texas 77478

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Contractor: Transit Safety & Security Solutions, Inc.
Attn: Jean Claude Aurel, Jr.
6011 Will Point Lane
Richmond, TX 77469

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 17. Assignment and Delegation

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Limits of Subcontractors

23.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.

23.2 Any dispute between the Contractor and subcontractors, including any payment dispute, will be promptly remedied by the Contractor. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Contractor by the County for any payments owed to the subcontractor.

Section 24. Federal Clauses

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

24.1 Access for Individuals with Disabilities (ADA Access). The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural

Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws. In addition, the Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA), 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609; and
- (10) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. Part 39;
- (11) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance"; and
- (12) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

24.2 Access to Records and Reports. The Contractor agrees to provide County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to

Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to comply and will require all subcontractors of any tier to comply with the record retention requirements in accordance with 2 C.F.R. 200.333. The Contractor agrees to retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, all books, records, accounts, statistics, leases, subcontracts, arrangements other third party arrangements of any type, reports, and supporting materials related to those records required under the Agreement for a period of not less than three years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case Contractor agrees to maintain same until County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

24.3 Breaches and Disputes. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County. This decision shall be final and conclusive unless within ten [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the Contractor and the Contractor shall abide by the decision.

- (1) Performance During Dispute - Unless otherwise directed by County, Contractor shall continue performance under the Agreement while matters in dispute are being resolved.
- (2) The requirement to seek mediation may be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.
- (3) Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- (4) Rights and Remedies - The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition

to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

24.4 Civil Rights Requirements.

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

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Agreement:

(3) Race, Color, Creed, National Origin, Sex - The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, disability, age, sexual orientation, gender identity, or status as a parent. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(4) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(5) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

24.5 Clean Air. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to FTA.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

24.6 Clean Water. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to FTA.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

24.7 Contract Work Hours and Safety Standards. The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor

for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

24.8 Disadvantaged Business Enterprise (DBE). The Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs including 49 C.F.R. Part 26, Section 1101(b) of MAP-21 (23 U.S.C. § 101 note). The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this FTA-assisted contract. The Contractor must comply with 49 C.F.R. Part 26. Failure by the Contractor to carry out these requirements is a material breach of the Agreement, which may result in the termination of the Agreement or such other remedy as County deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Contractor from future bidding as non-responsible. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

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

The Contractor is required to pay its subcontractors performing work related to the Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactorily completed.

The Contractor must promptly notify County whenever a DBE subcontractor performing work related to the Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of County.

24.9 Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the

driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or behalf of the County.

24.10 Drug and Alcohol Testing. Contractor shall establish and maintain a comprehensive anti-drug use and alcohol abuse program that meets or exceeds all Federal regulation as contained in 49 CFR Part 665, 49 CFR Part 29, and the requirements of the Fort Bend County drug and alcohol program. The program shall include provisions for pre-employment, post-accident, random, reasonable suspicion and other drug and alcohol testing for all safety sensitive employees and subcontractors performing work or service under this agreement. Contractor will be required to furnish records for all employees providing service under this agreement.

24.11 Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

24.12 Environmental Justice. The Contractor agrees to, and assures that it will, promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, (2) U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) the most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

24.13 Environmental Protections. The Contractor agrees to, and assures that it will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

24.14 Notice to Third Party Participants. Federal requirements that apply to the County or the Award, the accompanying Award Agreement or any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Award Agreement including any information incorporated by reference and made part of that Award Agreement will apply to the Contractor and any other Third-Party Agreements.

24.15 FTA Interest. Contractor understands and agrees that FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving federal funds used towards this Agreement, including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise."

24.16 Government-wide Debarment and Suspension. The Contractor shall comply and facilitate compliance with U.S. FTA regulations, Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (1) Debarred from participation in any federally assisted Award;
- (2) Suspended from participation in any federally assisted Award;
- (3) Proposed for debarment from participation in any federally assisted Award;
- (4) Declared ineligible to participate in any federally assisted Award;
- (5) Voluntarily excluded from participation in any federally assisted Award; or
- (6) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

"The Certification in this clause is a material representation of fact relied upon by the County. If it is later determined by the County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

24.17 Incorporation of FTA Terms. The provisions in this Section include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict

with other provisions contained in the Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause County to be in violation of the FTA terms and conditions.

24.18 Lobbying. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Recipient.

24.19 No Government Obligation to Third Parties. County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the contract. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

24.20 Notification to FTA. Contractor understands that if a current or prospective legal matter that may affect the Federal Government emerges, the County must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the County is located. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the federal funds used towards this Agreement, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

24.21 False Claims. If the County has credible evidence that Contractor or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the County must promptly notify the U.S. FTA Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the County is located.

24.22 Privacy Act. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the Agreement. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

24.24 Prompt Payment. The Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

24.25 Public Transportation Employee Protective Arrangements. The Contractor agrees to (1) comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. §5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. §5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the County for which work is performed on the contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

24.26 Resource Recovery. The Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24.27 Safe Operation of Vehicles (Seat Belt). Contractor shall encourage their employees and other personnel that operate company-owned vehicles, company rented-vehicles, or personally operated vehicles to adopt on-the-job seat belt policies and programs.

24.28 Sensitive Security Information. Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing FTA regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

24.29 Transit Asset Management Plan. Contractor assures that it and will comply with FTA regulations "Transit Asset Management; National Transit Database," 49 C.F.R. parts 625 and 630, and follow applicable federal guidance.

24.30 Child Support. Per Texas Family Code 231.006, a child support obligor or business entity remains ineligible to receive payments from state funds under a contract to provide property, materials, or services; or a state funded loan until: (1) All arrearages have been paid; (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or (3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption from ineligibility as part of a court-supervised effort to improve earnings and child support payments.

Before payment can be released Contractor will supply County with the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity.

Contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

24.31 Debt to State. The State of Texas shall not be responsible for the debts of the County or Subcontractor.

24.32 Required Assurance. The Contractor and any Sub-contractors shall not discriminate on the basis of race, color, religion, national origin, or sex (including gender identity), disability, or age in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Contractor from future bidding as non-responsible.

Section 25. Certain State Law Requirements for Contracts:

The contents of this Section are required by Texas Law and are included by County regardless of content.

25.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153

Section 26. Drug-Free Workplace

Contractor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

Section 27. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 28. Conflict

If there is a conflict between this Agreement and any attached item, the provisions of this Agreement shall prevail.

Section 29. Entire Agreement

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

TRANSIT SAFETY & SECURITY SOLUTIONS, INC.



KP George, County Judge



Authorized Agent- Signature

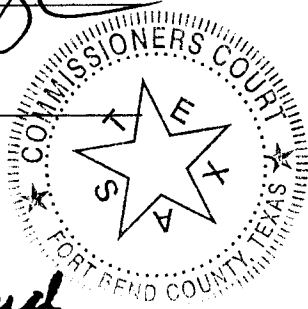
6-25-2019
Date

Jean Claude Aurel, Jr.
Authorized Agent- Printed Name

ATTEST:

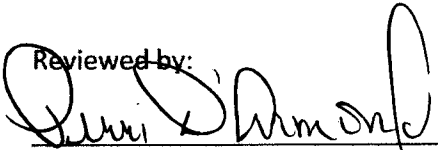


Laura Richard, County Clerk



President/CEO
Title

June 20, 2019
Date

Reviewed by:


Perri L. D'Armond
Fort Bend County Public Transit Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,600,000.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert E. Sturdivant, County Auditor

EXHIBIT A

SCOPE OF WORK

Transit Safety & Security Solutions, Inc. (TSSS) will provide personnel, management, and oversight of a passenger assistance service on Public Transportation vehicles, as described herein. These services are defined as Ambassador Services.

Services under this program are to provide personnel and appropriate oversight and management for an ambassador program. Personnel performing ambassador services will be required to provide physical assistance to people with physical and cognitive disabilities as they are boarding and alighting vehicles. Ambassadors will work directly with passengers providing assistance from the rider's door to the vehicle and from the vehicle to the final destination. Ambassadors' assistance will consist of gentle support, such as opening doors and providing verbal guidance. At times they will provide physical support such as assisting passengers with balance problems, climbing steps, handling packages or performing similar functions. Ambassadors will provide a "hand to hand" service. Hand to hand service encompasses the escort of a rider from one hand of a caregiver or representative to another caregiver or representative. This personalized assistance is to assist with the safe passage for those unable to travel unescorted or alone. Ambassadors may be assigned to bus stop locations, designated passengers, and/or transit vehicles. Ambassadors will not be drivers, will not provide wheelchair or seatbelts securement or operate mechanical lifts or ramps. Their function is restricted to the above-stated duties and to assisting clients with agitation, behavioral and cognitive issues. The ambassadors are to provide assistance and support. Ambassadors will also be required to successfully complete passenger assistance training as well as other training related to these duties.

Ambassadors will be required to report for work during the hours that the Fort Bend County Transportation Services operate. Operating hours can begin as early as 4am and run as late as 10pm. Operational days are Monday through Friday.

The contractor will be required to provide all personnel necessary to carry out the objectives of the program. Services can be provided directly or via sub-contracts. All subcontractors must be approved by Fort Bend County. Approval of sub-contractor by Fort Bend County is contingent upon the sub-contractors experience and expertise in their respective service.

1.0 CONTRACTOR OBLIGATIONS:

- 1.1 Furnish personnel to serve as Ambassadors.
- 1.2 Supervise, schedule and manage Ambassadors assigned to the program.
- 1.3 Provide required and appropriate training, for all personnel used to provide Ambassador Services. Training shall include how to identify possible abuse and neglect cases and how to report this information properly.
- 1.4 Provide drug and alcohol testing of Ambassadors. The drug and alcohol testing program should include pre-employment, random and post-incident testing.

- 1.5 Provide criminal history background checks of Ambassadors to Fort Bend County when requested. The Contractor must obtain the criminal history information for all persons employed for Services. The following convictions are automatic bars to employment for Services:
 - 1.5.1 Any offense under Chapter 19, Texas Penal Code (criminal homicide). Includes murder, capital murder, manslaughter, and criminally negligent homicide.
 - 1.5.2 Any offense under Chapter 20, Texas Penal Code (kidnapping and unlawful restraint). Includes kidnapping, aggravated kidnapping, and false imprisonment.
 - 1.5.3 Any offense under Section 21.11, Texas Penal Code (indecent with a child).
 - 1.5.4 Any offense under Section 22.011, Texas Penal Code (sexual assault).
 - 1.5.5 Any offense under Section 22.02, Texas Penal Code (aggravated assault).
 - 1.5.6 Any offense under Section 22.04, Texas Penal Code (injury to a child, elderly individual or disabled individual).
 - 1.5.7 Any offense under Section 22.041, Texas Penal Code (abandoning or endangering a child).
 - 1.5.8 Any offense under Section 22.08, Texas Penal Code (aiding suicide).
 - 1.5.9 Any offense under Section 25.031, Texas Penal Code (agreement to abduct from custody).
 - 1.5.10 Any offense under Section 25.08, Texas Penal Code (sale or purchase of a child).
 - 1.5.11 Any offense under Section 28.02, Texas Penal Code (arson).
 - 1.5.12 Any offense under Section 29.02, Texas Penal Code (robbery).
 - 1.5.13 Any offense under Section 29.03, Texas Penal Code (aggravated robbery).
 - 1.5.14 An agency/facility shall immediately discharge any employee in a position involving direct contact with a consumer or patient if one or more of the above convictions apply to that employee, or if there is any other conviction on that person's record that the facility determines is a contraindication to employment, as provided by Chapter 250, Health and Safety Code.
- 1.6 Create and provide a Management Plan for the Ambassadors ("Management Plan"). The Management Plan shall include job descriptions of the Ambassadors and Site Manager, assignments of Site Manager or Lead Ambassador overseeing daily

operations, and procedures for accountability. The Management Plan must be reviewed and approved by Fort Bend County within 10 days of execution of the contract.

2.0 AMBASSADOR JOB DESCRIPTION AND DUTIES:

Ambassadors will work directly with Fort Bend County clients providing assistance from the rider's door to the vehicle, door to door, hand to hand or from the vehicle to the final destination. Ambassador duties include, but are not limited to the following:

- 2.1 Ambassadors will provide passengers with gentle physical support to assist with balance, climbing steps, carrying packages, entering/exiting buses and buildings, boarding and entering the correct buses/buildings and/or performing similar functions.
- 2.2 Ambassadors will provide "Hand to Hand" assistance. "Hand to Hand" assistance is defined as delivery of passengers at their destination from one attendant to another. Ambassadors can leave the vehicle to escort passengers in need of "Hand to Hand" assistance. Ambassadors will not enter the door of a place of residence in regards to "Hand to Hand" assistance. Ambassadors will be allowed to enter the door of a business facility in regard to "Hand to Hand" assistance.
- 2.3 Ambassadors may be assigned to a bus stop service area to assist passengers with bus or route information and/or assistance onto a bus. An Ambassador may also be assigned to a transit vehicle to assist the passenger on and/or off the vehicle, or to the front door.
- 2.4 Ambassadors **will monitor** the securement of wheelchairs and seatbelts.
- 2.5 Ambassadors **will not** provide wheelchair or seatbelt securement.
- 2.6 Ambassadors **will not** operate wheelchair mechanical lifts or ramping.
- 2.7 Ambassadors **will not** drive vehicles. Their function is restricted to assisting passengers, monitoring and assistance with passengers on board buses or at bus stops.
- 2.8 Ambassador **will** assist the bus driver in maintaining a safe environment onboard vehicles including assistance to passengers who may be agitated or have behavioral issues. If there is a situation which becomes dangerous or hostile, the Ambassador will try to de-escalate the situation while the bus driver pulls the bus to the side and the police are notified.
- 2.9 Ambassadors will provide on-going travel instruction to senior passengers and passengers with disabilities to assist them with learning to travel independently. Travel instruction is direct instruction to the passenger that is personalized to the needs of the individual. Instructions will be communicated verbally and/or through visual aides to assist in mobility, accessibility and independent travel. Instructions will be given at the time of boarding or exiting vehicle, or while passengers are on board vehicle.

2.10 Ambassadors providing travel instruction are required to prepare and maintain timely and accurate reports regarding training and trainee-related activities. Ambassadors are required to list all training given on the passenger manifest and the Ambassador Incident report.

2.11 Fort Bend County Public Transportation Department and/or its collaborating agencies will provide specific training for the Ambassadors. The contractor may develop and provide this training with Fort Bend County's prior approval. The Ambassadors will be required to attend all trainings.

3.0 REQUIRED SKILLS AND EXPERIENCE FOR AMBASSADORS AND SITE MANAGER:

3.1 Bilingual plus, however not required.

3.2 Excellent communications and interpersonal relationship skills.

3.3 Patience.

3.4 Concern for and interest in supporting the elderly and individuals with disabilities as well as genuine respect for this population.

3.5 Computer familiarity helpful, however not required.

4.0 WORKING CONDITIONS AND PHYSICAL REQUIREMENTS:

4.1 Work will require bending and stooping, ability to climb stairs, carry small packages and grocery bags up to 20-30 pounds.

4.2 Ability to push and maneuver clients in wheelchairs.

4.3 May be exposed to the outside elements (heat and cold) when assisting clients to and from the vehicle.

4.4 Must be able to pass background check and drug test.

4.5 Must be clean and neat in appearance.

5.0 AMBASSADOR TRAINING:

The contractor will ensure that all Ambassadors receive initial training that will provide the Ambassador with the knowledge to accomplish the requirements set forth in the Ambassador Duties including but not limited to comprehensive review of the environment they will be working in, the types of people they will be assisting and the challenges that come with helping the riders have safe passage to and from their destinations. Hourly rates

charged to Fort Bend County will not include hours utilized for training. Prior to an Ambassador's first day, Ambassadors shall attend initial training with a member of the contractor's management team where they shall review the job description and go over procedures and policies designed to accomplish the objectives and any requirements. All Ambassadors and Bus Stop Monitors shall be certified in CPR, First Aid and AED (Automatic External Defibrillator) by the American Red Cross or other qualified organization. Certifications shall be renewed every two years. Additional training is provided by the Alzheimer's Association, the Mental Health and Mental Retardation Authority of Harris County (MHMRA), and the ARC and shall include the following: Alzheimer's Training, Seizure Care, Principles of Crisis Intervention, HIPPA, Consumer Rights, Code of Conduct Awareness, Workplace Safety, Independent Riding – Train the Trainer, and Abuse Reporting.

6.0 RIDE-ALONG TRAINING:

All Ambassadors will be required to participate in a ride-along with a Trainer on a route. Ride-Along Training includes hands-on instruction on providing proper care for door to door assistance, regular assistance, greeting passengers, ensuring that passengers are wearing safety belts and assisting with boarding and disembarking. All Ambassadors will attend ongoing training offered by the contractor trainer(s), The Arc of Fort Bend County or other advocacy or service-oriented groups approved by Fort Bend County on a quarterly basis. Additional training may also be required by Fort Bend County from time to time. Training procedures and instruction will be reviewed periodically by Fort Bend County, and adjustments will be made when requested by Fort Bend County.

7.0 SITE MANAGER JOB DESCRIPTION AND DUTIES:

The Site Manager is responsible for all phases of the operation of the Fort Bend County Ambassador program for Fort Bend County Public Transportation. These responsibilities include, but are not limited to, the general administration of the Ambassador Program and the direction and control of all personnel and resources. The Site Manager is responsible for maintaining proper employee standards necessary to meet the passenger needs and expectations. The Site Manager will enforce all policies and procedures approved by Fort Bend County. Site Manager duties include, but are not limited to the following:

- 7.1 Manage the Ambassador staff and make adjustments to work processes, scheduling, etc. to maintain proper Ambassador and vehicle placement for Fort Bend County each day.
- 7.2 Make a schedule matching the model schedule template provided by Fort Bend County each week. The schedule will be completed and posted by 5 pm each Wednesday before the start of the next work week. The current schedule will remain posted through the current work week. The Site Manager will review the schedule model versus the actual schedule to determine if additional employees are required to cover shift needs.

- 7.3 Review the actual and projected ridership daily and determine if he or she has the proper number of employees to meet the projected numbers without causing a flow interruption for the customer, Fort Bend County.
- 7.4 Monitor the overall performance of Ambassadors to ensure that best practices are being followed.
- 7.5 Enforce safety, attendance and performance policies and expectations for all employees by providing documented training and progressive discipline including verbal warnings, written warnings, unpaid work suspensions and ending assignments as needed for employees who do not follow proper safety procedures, do not follow proper dress code policies, consistently fail to report to work on time, fail to work as scheduled on timely basis and fail to perform any other work duties in a satisfactory manner.
- 7.6 Ensure proper procedures and documentation are followed before ending employee's assignments.
- 7.7 Provide proper work and safety training for all employees at the facility. The Site Manager is required to properly train all Ambassadors on their job duties and expectations.
- 7.8 Responsible for communication and building a positive relationship with the customer, the management and employees of Fort Bend County. Communicate any issues or other problems with the management of Fort Bend County in a timely manner.
- 7.9 The Site Manager is expected to meet all reporting and paperwork requirements for providing schedules, payroll, reporting forms, employee files and paperwork and providing information as defined by Fort Bend County.
- 7.10 The Site Manager will work as an Ambassador to cover shifts as needed on a daily basis.
- 7.11 The Site Manager will be on-call during hours of operation and two hours prior to the shift start time each day to be available to take calls from employees missing shifts.
- 7.12 The Site Manager is to ensure that all Ambassadors are at work and on the buses as scheduled for that day, and also ensure that all Ambassadors are made aware of their daily work schedules including any changes in scheduling.



AMBASSADOR & BUS STOP MONITOR PROGRAM FOR FORT BEND COUNTY PUBLIC TRANSPORTATION RFP 19-047

February 26, 2019

Prepared for
Fort Bend County, Texas

Prepared by
Transit Safety & Security Solutions, Inc.





February 26, 2019

Jamie Kovar
Purchasing Department, Travis Annex
Fort Bend County, Texas
301 Jackson St., Suite 201
Richmond, TX 77469

Subject: RFP 19-047, Ambassador & Bus Stop Monitor Program for Fort Bend County Public Transportation

Dear Members of the Evaluation Panel,

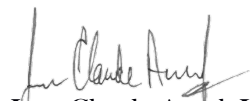
Transit Safety & Security Solutions Inc. ("TSSS") is pleased to present this Proposal in response to Fort Bend County's ("the County") RFP 19-047, Ambassador & Bus Stop Monitor Program for Fort Bend County Public Transportation. TSSS proposes to provide professional ambassador and bus stop monitor services, as well as all the required training and certification. This work will occur in Fort Bend County, Texas with a contract term of five (5) years from 2019 through 2024.

Founded in 2008, TSSS is a C Corporation incorporated in the State of Texas with corporate headquarters in Richmond, Fort Bend County, TX. TSSS is a comprehensive consulting firm specializing in strategic support to ensure safe and secure projects, systems and operating environments for public transit agencies. Leveraging decades of safety, security, transit operations, risk management, quality assurance, and project management experience, TSSS experts identify risks and develop tailored solutions to diminish those risks to a practical level. Through years of hands-on experience leading some of the nation's most successful multi-modal transit safety and security programs, TSSS has delivered proven results. TSSS is a National Safety Council (NSC) Certified Training Center for First Aid/CPR/AED. We also have OSHA Authorized trainers on staff.

TSSS is a Certified Small Business Enterprise (TxDOT SBE VN #27344) through the Texas Department of Transportation (TxDOT) and Certified Disadvantaged Business Enterprise (TxUCP DBE #16-12-12706) through the Texas Unified Certification Program (TxUCP) for NAICS Code 541690 - Other Scientific and Technical Consulting Services - Safety & Security Consulting Services.

This proposal will be valid for a period of ninety (90) days. If you have any questions or require additional information, please contact me at 888.898.3394 x700 (office), 832.837.9398 (mobile), or email at jeanclaude@transitsafety.solutions, or Alicia Lombardo, Chief of Business Operations, at 888.898.3394 x704 (office), 410.259.8638 (mobile), or email at alombardo@transitsafety.solutions.

Sincerely,
Transit Safety & Security Solutions Inc.



Jean Claude Aumel, Jr., ASP, CSP, WSO-CSSD
President/CEO

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EXECUTIVE SUMMARY

Understanding & Project Approach

TSSS fully understands not only the operations of an ambassador program, but also the importance of it. Ambassador programs are designed to help patrons enjoy the many transportation options offered in Fort Bend County, Texas. Using these options should be easy! **Working with an Ambassador ensures an elevated level of ease, safety, and comfort for County patrons so that even the most hesitant and unfamiliar users of public transit are comfortable.** TSSS believes that no matter the mobility level or type of disability, all passengers should be regarded in an unbiased and welcoming manner, so they do not feel limited in their current transportation options. **TSSS is skilled at managing projects of sizeable scope and staffing requirements nationwide.** Through this experience, we have the personnel, policies, processes, and procedures in place to effectively collaborate, schedule, and coordinate this type of assignment. A project approach is included in this section, along with a project organizational chart.

Firm Profile & Contact

TSSS is a C Corporation 100% owned by Jean Claude Aurel, Jr., President/CEO & Founder and was incorporated in the State of Texas in 2008. **The Texas corporate headquarters is in Richmond, Fort Bend County, TX** located at 6011 Will Point Lane, Richmond, TX 77469. **TSSS was founded expressly to serve the public transit industry.**

TSSS is a National Safety Council (NSC) Certified Training Center for First Aid/CPR/AED with several certified and authorized trainers on staff to provide the necessary training for all ambassadors and bus stop monitors. We also have OSHA Authorized trainers on staff. TSSS is a **TxDOT Certified SBE** (VN #27344) and **TxUCP Certified DBE** (#16-12-12706) for NAICS Code 541690, Other Scientific & Technical Consulting Services, Safety Consulting Services.

Contract Responsibility

Jean Claude Aurel, Jr. will have overall responsibility for this contract. His contact information is as follows: 888.898.3394 x700 phone; 888.898.3394 fax, email - jeanclaude@transitsafety.solutions.

References

Please feel free to contact the following **Texas references for which we have provided safety services within the past five (5) years.** Ask them about our technical abilities, transit safety subject matter expertise, proactive communications, and successful management and completion of projects.

- Teryl Woods, MV Transportation, Inc., Vice President Safety – SW, 469.222.7513
- Sean Cagan, CSP, Houston Metro, 832.771.4117, sean.cagan@ridemetro.org
- Randall Duty, PE, Texas Central Railroad, 214.960.4435, rduty@texascentral.com

Differentiators:
Texas C-Corp

TSSS HQ is in
Richmond, Fort
Bend County, TX

Fort Bend County
Residents on Team!

TX Certified DBE,
MBE & SBE

National Safety
Council (NSC)
Certified Training
Center for First
Aid/CPR/AED

Authorized OSHA
Trainers

Transit Safety Experience

TSSS is one of the preeminent transit safety and security consulting firms in the U.S. Because of this focus, we have earned the reputation as technical experts on transit safety and security issues. To demonstrate our transit safety expertise, **we have included several recent relevant transit safety projects performed within the past ten (10) years, three (3) of which were in Texas!**

1. MV Transportation - Paratransit Safety Survey & Supervisor Training
2. Houston Metro Light Rail Safety Assessment - Accident & Hazard Analysis
3. Texas High Speed Rail - Safety & Security Consulting / Preliminary Engineering

Key Personnel Experience

The Fort Bend County's project team is comprised of highly qualified transit, safety, and human services professionals who are impeccably suited to provide ambassador and bus stop monitor program services for the County. Each person was selected due to their level of expertise and ability to perform the work required under this contract. In fact, our proposed **On-Site Manager, Henry (Todd) Debato, WSO-CSSD, is a local Houstonian and retired from Houston METRO** after 12 years of service. He has 30 years of transit experience, 17 years of experience as a Safety Officer, 8 years of experience as a Bus Operator, and 4 years of transit training and classroom instruction. He was also the International APTA Bus Rodeo Winner - 1996 Instruction. He is an extremely self-motivated and achievement-oriented safety professional with the unique ability to connect with others. The other key personnel are identified and listed in this section of the proposal. The team's **familiarity with Texas, our wealth of knowledge regarding the scope of services, and familiarity with similar bus and paratransit operations makes TSSS the ideal firm to lead this project.** Resumes for key personnel with significant experience in human services (home health providers, case manager, social workers, etc.), Texas transit agency management and operations, and safety training and consulting are included on the following pages.

Staffing Level / Staffing Management Plan (SMP)

TSSS will assign qualified staff to this project, and has 11 years of operational experience in business doing so for transit agencies across the U.S. We have several IT Solutions in-house to effectively manage our business operations, including **StaffHub, Paychex Flex, and GoToTraining.**

Following the Introductory Meeting, TSSS will conduct an Operations Assessment to more effectively define and finalize the Staffing Management Plan (SMP). The SMP template we will use is included in this section. TSSS will ensure the SMP includes, at a minimum, a plan for staffing as described in Section 25.6 of the Request for Proposal, detailing the job descriptions of the Ambassadors and Site Manager, assignments of those overseeing daily operations, and procedures for accountability. The SMP will be submitted to the County so that it may be reviewed and approved by the County within 10 days of execution of the contract. Currently, we have **one (1) On-Site Manager, one (1) Deputy/Alternate On-Site Manager, and four (4) dedicated Lead Ambassadors / Trainers / Subject Matter Experts** assigned to this contract. We anticipate at **least 15 ambassadors will be needed** to perform the required scope of work. A sample ambassador/monitor resume is included in this section.

UNDERSTANDING SCOPE OF WORK

Understanding of the Ambassador Program

TSSS fully understands not only the operations of an ambassador program, but also the importance of it. Ambassador programs are designed to help patrons enjoy the many transportation options offered in Fort Bend County, Texas. Using these options should be easy! Working with an Ambassador ensures an elevated level of ease, safety, and comfort for County patrons so that even the most hesitant and unfamiliar users of public transit are comfortable. Ambassadors help patrons learn the ins and outs of the system while providing one-on-one attention throughout each trip.

Our ambassadors will appropriately assess each rider's needs, abilities, and goals so they can recommend the best transportation services for each person. TSSS believes that no matter the mobility level or type of disability, all passengers should be regarded in an unbiased and welcoming manner, so they do not feel limited in their current transportation options.

TSSS' On-Site Manager will ensure that enough personnel (with substitutes) are available to staff the required hours of operation without interruption. Further, all personnel will have undergone the expected training to obtain the necessary designations as well as abide by any associated rules or regulations before the start of the contract. Our staff (frontline and managerial) will understand the needs of disabled people with physical, mental, cognitive or sensory impairments, and will formally know how to provide proper assistance.

Project Approach

TSSS is skilled at managing projects of sizeable scope and staffing requirements nationwide. Through this experience, we have the personnel, policies, processes, and procedures in place to effectively collaborate, schedule, and coordinate this type of assignment. Below is a high-level approach to completing the tasks required of this contract:

- 1. Project Kick-off / Introductory Meeting**
 - a. Introduce key stakeholders
 - b. Define project roles and responsibilities
 - c. Review and finalize scope of work

- 2. Operations Assessment**
 - a. Review County transit operations
 - b. Assess schedules
 - c. Determine staffing needs

- 3. Develop Staffing Management Plan (SMP)**
 - a. Review current staffing resources

- b. Identify additional staffing resources, if needed
- c. Develop training curriculum
- d. Formalize the SMP draft
- e. Submit SMP to the County for review and approval within 10 days of award

4. Staffing Management & Training

- a. Deploy ready Ambassadors to assigned routes/schedules
- b. Train new Ambassadors prior to deployment
- c. Continuous training and professional development

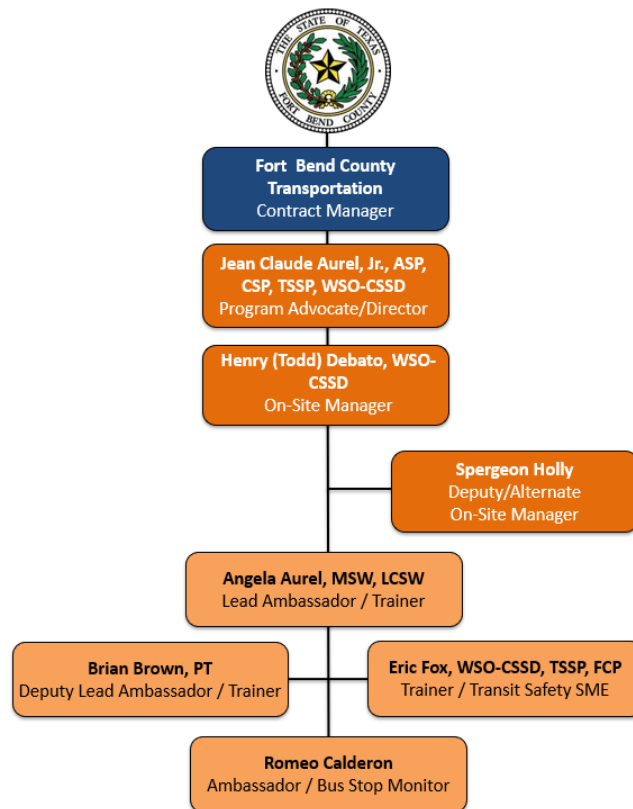
5. Communications & Reporting

- a. Provide periodic status reports as required by the County

For more information on our ability to manage staff, and the software or services utilized to do so, please see the **Staffing Level** section of this proposal.

Organizational Chart

Below is the proposed project organizational chart.



Management Plan

Throughout this contract, we will implement project controls that have been proven through our past and current projects. Feel free to contact the client references provided in **Tab B - Qualifications of the Firm** for more information regarding our project monitoring and control efforts. Our approach highlights the following quality control and communications mechanisms:

- **Frequent discussions and communications.** During the execution of each task, we expect that weekly or daily discussions between the County and the Team's staff will be held. Through regular meetings, teleconferences, emails, monthly progress reports, and frequent on-site activities at the County, we will ensure that all work activities are coordinated and completed as efficiently as possible and in a manner that meets the County's expectations and requirements.
- **Briefing meetings.** We recognize the important, time sensitive, and high-profile nature of the tasks to be performed during this assignment. As such, it is essential that the County be provided with the most accurate and timely information possible. We will provide briefing notes at our weekly discussions to facilitate the retention of ideas discussed in meetings and to provide a quick summary of status.
- **Monthly Progress Reports.** Each month we will prepare and submit a progress report that will include reviews of each task. At a minimum, the progress report will document activities completed over the preceding month, activities planned for the coming month, schedule information, and issues and/or concerns requiring the County's attention. The reports will be consistent with the format required by the contract or as requested by the County.
- **Schedule Management.** We will define milestones and deliverable dates for each task and will monitor progress toward reaching each milestone and completion date. This progress will be reported as part of our Monthly Progress Reports.
- **Cost Control.** We will keep your project and task orders on budget through appropriate forecasting at the planning phase and subsequently through appropriate invoicing practices. All invoices will show the amount due on the current invoice, the amount previously paid and the remainder of the outstanding balance.
- **Quality Assurance.** We apply ISO 9001:2015 to the configuration on control of our processes and procedures. We will implement version control to ensure work is performed on the latest documents and check our work to provide the highest quality plans to mitigate threats and vulnerabilities in the system.

FIRM EXPERIENCE/QUALIFICATIONS

Firm Profile & Contact

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TSSS was founded expressly to serve the public transit industry. Because of this focus, we have earned the reputation as technical experts on transit safety and security issues throughout the country. TSSS is a comprehensive consulting firm specializing in strategic support to ensure safe and secure projects, systems and operating environments for public transit agencies. Leveraging decades of safety, security, quality assurance, and project management experience, TSSS experts identify risks and develop tailored solutions to diminish those risks to a practical level.

In addition to our expertise, TSSS is dedicated to our active involvement within the transit industry through **APTA committees and TCRP panels**, to name a few. This involvement is imperative to the execution of value-added solutions. Our team members have developed relationships with other safety and security experts, industry regulators, and standard setters, allowing us to provide clients with access to the latest industry information and real-time knowledge of issues and new regulations. The knowledge we will provide is not only relevant, but also effective. Selecting TSSS as your safety advisor will ensure the County mitigates risk while maximizing safety and security for its bus service patrons.

TSSS is a **National Safety Council (NSC) Certified Training Center for First Aid/CPR/AED** with several certified and authorized trainers on staff to provide the necessary training for all ambassadors and bus stop monitors. We also have **OSHA Authorized trainers** on staff.

TSSS is a Certified Small Business Enterprise (**TxDOT SBE VN #27344**) through the Texas Department of Transportation (TxDOT) and Certified Disadvantaged Business Enterprise (**TxUCP DBE #16-12-12706**) through the Texas Unified Certification Program (TxUCP) for NAICS Code 541690 - Other Scientific and Technical Consulting Services – Safety & Security Consulting Services.

Contract Responsibility

Jean Claude Aurel, Jr. will have overall responsibility for this contract. His contact information is as follows: 888.898.3394 x700 phone; 888.898.3394 fax, email - jeanclaude@transitsafety.solutions.

Differentiators:

Texas C-Corp

TSSS HQ is in
Richmond, Fort
Bend County, TX

Fort Bend County
Residents on Team!

TX Certified DBE,
MBE & SBE

National Safety
Council (NSC)
Certified Training
Center for First
Aid/CPR/AED

Authorized OSHA
Trainers

Transit Safety Experience & References

TSSS is one of the preeminent transit safety and security consulting firms in the U.S. TSSS was created expressly to serve the public transit industry and has built its growth primarily on professional experience with bus and rail multi-modal transit agencies throughout the United States. Because of this focus, we have earned the reputation as technical experts on transit safety and security issues.

TSSS understands the County's operating environment presents numerous hazards that must be eliminated or controlled. When these hazards cannot be eliminated through engineering means, protective devices, or warning systems, safety rules and procedures are enacted. This requires that staff receive effective and compliant training. TSSS is comprised of safety and human services professionals with the skills, knowledge, and ability to develop, review, update, deliver and proctor safety-training curricula. We have decades of combined safety and human service related training experience accumulated from a variety of industries, not least of which is public transit.

To demonstrate our transit safety expertise, **we have included several recent relevant transit safety projects performed within the past ten (10) years, three of which were in Texas!**

4. **MV Transportation - Paratransit Safety Survey & Supervisor Training**
5. **Houston Metro Light Rail Safety Assessment - Accident & Hazard Analysis**
6. **Texas High Speed Rail - Safety & Security Consulting / Preliminary Engineering**
7. CATS - Bus & Rail Support & Staff Training
8. King County DOT - On-Call Transit Industrial Safety & Training Services
9. Atlanta Streetcar - Safety & Security Consulting Services

Please feel free to contact the following Texas references for which we have provided safety services within the past five (5) years. Ask them our technical abilities, transit safety subject matter expertise, knowledgeable staff, proactive communications, and successful management and completion of projects, both on time and on budget.

- Teryl Woods, MV Transportation, Inc., Vice President Safety - SW, 469.222.7513
- Sean Cagan, CSP, Houston Metro, 832.771.4117, sean.cagan@ridemetro.org
- Randall Duty, PE, Texas Central Railroad, 214.960.4435, rduty@texascentral.com

Houston Metro Light Rail Safety Assessment – Accident & Hazard Analysis



Owner/Agency

The Metropolitan Transit Authority of Harris County (Houston METRO)

Client/Prime

Atkins

Status

Start: 5/2017

Completion: 4/2018

Dollar Value

Construction: \$3.2M

Fee: \$170K

Personnel Involved

Jean Claude Aurel, Jr., Director

Sebastian Dragu, Project Manager

Spergeon Holly, Deputy

Manager/Engineer

Philip Adams, QA Manager

Jean-Raymond Desruisseaux, Sr. Engineer

Aubrey Braziel, Specialist

Description of Services

As a sub to Atkins on Houston METRO's Light Rail Transit (LRT) Engineering Support Services On-Call Contract, TSSS is performing a Light Rail System Safety Accident and Hazard Analysis Assessment. TSSS is responsible for the following services as part of the Safety Assessment:

- Incident/Accident Assessment
 - Review Pedestrian Accidents/Location, Traffic Accidents/Location, Near Misses/Location
 - Prepare a table of findings/Summary
- Site Visits and Detailed Review of Incident/Accident Reports
 - Documenting Red Line Stations/ROW, Purple Line Stations/ROW, Green Line Stations/ROW
 - Highlighting Trouble Spots/Line
 - Assessing possible improvements
- Corrective Action History
 - Reviewing Station, ROW, Pedestrian Crossing, Intersection, and LRV improvements
 - Prepare a table of findings/Summary
- Hazard Management Process
 - Develop and present a PHA Log for MetroRail, Analyzing mitigations
 - Finalizing the Hazard Analysis Report
- Operating Rules and SOP Training Review
 - Review OR and SOPs related to the operations of LRVs and response to incidents involving LRVs
 - Review recent and previous amendments to OR & SOPs to determine effectiveness
 - Prepare a table of findings/Summary
- Public Outreach/Outside Agency Coordination
 - Review of MetroRail Outreach Program and suggested improvements to update Safety along MetroRail Lines
- Executive Summary Report
 - Analysis and Findings
 - Monthly Updates
 - Summary Observations and Findings
 - Recommendations
 - Safety Improvement Proposals Chart

Texas High Speed Rail – Safety & Security Consulting / Preliminary Engineering



Owner/Agency

Texas Central Railroad

Client/Prime

Texas Central Railroad (current)
Paladin Consulting Group (former)

Schedule

Start: 9/2016

Completion: 12/2019

Dollar Value

Construction: \$10B+

Fee: \$500K

Personnel Involved:

Jean Claude Aurel, Jr., Director
Sebastian Dragu, Manager
Robert Carter, Sr. Security SME
Mike Allocco, Sr. Safety SME

Description of Services

Texas Central Partners, LLC (Texas Central) is a private company leading the transformational high-speed rail project in Texas. The revolutionary project will connect commuters from Dallas/Fort Worth to Houston in just under 90 minutes. This travel time is possible with a train that will reach approximately 240 miles per hour. Texas Central will use the N700-I Bullet total system, the international version of the Tokaido Shinkansen total system currently in operation between Tokyo and Osaka, Japan. TSSS is supporting the development of a Preliminary Hazards Analysis (PHA), System Safety Program requirements, and support for the Design and Engineering for the setup and operation of a proposed high-speed railroad. Specific tasks include:

Task 1. Preliminary Hazards Analysis (PHA) Support

Support the continued development of the Preliminary Hazard Analysis (PHA) in a format familiar to the Federal Railroad Administration (FRA) using MIL STD 882(e) standards.

Task 2. System Safety and Security Management Plan (SSMP)

Assist TCRR and the Company's Program Management Consultant (PMC), acting as the Project Manager, in identifying and preparing the required base documents for the System Safety Program requirements, including continuing work on the System Safety and Security Management Plan ("SSMP") and assisting in developing draft documents in a format familiar to the FRA.

Task 3. System Safety Executive Committee

Support the 'soft launch' of the new System Safety Executive Committee, serving as a Subject Matter Expert when needed; and support the Company's Designers in the timely identification of required safety design elements for Preliminary Design engineering and, ultimately, for the setup and operation.

Task 4. Professional Services

As required, provide professional services to the Company to support efforts as part of the ongoing petitioning of the Federal Railroad Administration for a Rule of Particular Applicability, specific services to be specified by TCRR as deemed necessary.

One such additional task that has been requested is for TSSS to perform a Security Threat & Vulnerability Assessment (TVA).

MV Transportation – Paratransit Safety Survey & Supervisor Training

Client

MV Transportation, Inc.

Schedule

5/2015-10/2015

Dollar Value

Construction: N/A

Fee: \$28,000

Key Personnel Involved:

Jean Claude Aurel, Jr.

Description of Services



MV Transportation currently operates Metropolitan Transportation Authority of Harris County's (Houston Metro) paratransit services, METROLift. TSSS was selected by MV Transportation as a consultant to develop and implement a survey designed to measure the safety culture within the ranks of frontline employees. TSSS also developed a training course for supervisors. TSSS is responsible for the development and implementation of the following:

- Confidential Preliminary Assessment - Develop a computer based blind employee survey of safety attitudes, awareness, knowledge, and ideas for improvement
- Supervisor Safety Training Workshop

CATS – Rail Support and Staff Training

Client

Charlotte Area Transit System (CATS)

Schedule

6/2013-2/2014

Dollar Value

Fee: \$73,000

Key Personnel Involved:

Jean Claude Aurel, Jr.

Description of Services



TSSS was a subconsultant to CH2MHILL and provided services to the Charlotte Area Transit System (CATS) in Charlotte, NC. CATS provides bus, light rail, and paratransit services for the City of Charlotte and surrounding areas. The LYNX Blue Line was the Charlotte region's first light rail system, covering 9.6 miles and 15 stations. LYNX currently serves 15,000 riders on average each day and operates from I-485 at South Boulevard to Uptown Charlotte.

TSSS was responsible for providing support to the General Manager of Rail Operations by assessing the duties of the Rail Controllers, Rail Supervisors, and Train Operators. TSSS took assessment results of the three positions and developed a report that illustrated areas of success and ones that required improvement. TSSS developed a training program for the areas that required improvements. TSSS had two team members working on the project with a defined scope worth approximately \$73,000. This project was completed in February 2014.

King County DOT - On-Call Transit Industrial Safety & Training Services



Client

King County Department of Transportation

Schedule

Start: 5/2018

Completion: 6/2020

Dollar Value

Construction: N/A

Fee: Unknown - Estimate \$100K per year for 2 years plus 3 options

Personnel Involved:

Jean Claude Aurel, Jr.

Cornelius Lacks

Eric Fox

Description of Services

With the voter-approved merger of Metro and King County, county government has assumed responsibility for public transit. The DOT provides rail, bus, water taxi, bike, rideshare, and accessible services to residents of the County, and manages the King County International Airport (Boeing Field). TSSS is the prime contractor providing on call as-needed services under Contract #6014267 that will provide access to safety, industrial hygiene, training, and organizational development resources for the Director of Safety and Security and the Metro Transit Safety Office. Specific tasks include, but are not limited to:

1. Occupational Safety and Industrial Hygiene

- a. Job hazard analyses
- b. Development of health and safety plans
- c. Chemical exposure assessments
- d. Noise hazard assessments
- e. Lighting surveys
- f. Ergonomic evaluations
- g. Confined space assessments
- h. Indoor air quality evaluations
- i. Accident Prevention Program updates
- j. Regulatory research
- k. Respiratory fit testing
- l. Accident investigation / root cause analysis
- m. Collection and analysis of safety data

2. Safety Training

- a. Design, develop and/or instruct a wide range of safety training courses. Potential topics include but are not limited to, incident and accident reporting, hazard communication, personal protective equipment, respiratory protection, fall protection, emergency response, confined space entry, lockout/tagout, blood borne pathogens, electrical safety, fall protection, ladder safety, High voltage electrical hazards, and OSHA 10, OSHA 30.
- b. Where requested, provide co-instructors to augment the Safety Officer trainers.
- c. Safety leadership training.
- d. Train-the-trainer classes.
- e. Provide assistance with sourcing web-based and other non-classroom training options.

3. **Organizational Development**

- a. Design, facilitation and documentation of small-and large-group workshops on a variety of safety-related topics.
- b. Design, facilitation and documentation of small- and large-group workshops for strategic planning, work planning, and cross-Agency collaboration efforts around safety.
- c. Design, deployment, and analysis of safety culture surveys. Preparation of briefings, presentations, and communication pieces to share safety culture survey results.
- d. Analysis of organizational data (including stakeholder input) to identify change. management initiatives and/or methods to support safety culture change;
- e. Group dynamics support, including identifying norms, conflict management techniques, personality styles, etc.
- f. Executive and mid-level coaching.
- g. Assistance in designing and deploying safety leadership training.

Atlanta Streetcar – Safety & Security Consulting Services



Client

MARTA (current) /
The City of Atlanta, GA (former)

Schedule

Start: Feb. 2017
Completion: Jan. 2022

Dollar Value

Construction: \$100M
Fees: \$1M

Personnel Involved:

Jean Claude Aurel, Jr., Director
Hamid Qasim, Manager
Eric Hamilton, Engineer
Rachel Deen, Manager
Eric Fox, Sr. Specialist
Cornelius Lacks, Specialist

Tasks Performed to Date:

1. Internal Safety & Security Audit
2. Maintenance Equipment Safety Training Video
3. TSA I-STEP Exercise Logistics
4. Industrial Safety Plan (ISP) Development

Description of Services

The Atlanta Streetcar, which is owned by the City of Atlanta (the “City”), is comprised of a 2.7- mile closed loop, linking the Martin Luther King Jr. National Historic Site on the east side of Downtown Atlanta to Centennial Olympic Park on the west side. Forecast to service 2,600 passengers boarding per weekday, the Atlanta Streetcar will feature twelve passenger stops. Co- existing with vehicular traffic along the route, initially four (4) state of the art modern Atlanta Streetcars vehicles (Siemens S70 Ultra Short Streetcar) will provide service initially at 15-minute intervals. A vehicle Maintenance Facility (VMF) is located beneath the I-75/I-85 overpass along the Auburn/Edgewood corridor, and serves as the operating and maintenance depot for the Atlanta Streetcar line.

TSSS was awarded Contract No. FC-8837 - Safety & Security Consulting Services to complete the following tasks concerning the maintenance and development of plans, programs and procedures and other documentation to meet the requirements of 49 CFR Part 659. *Note the contract transitioned from the City of Atlanta to MARTA.* Specific activities include:

Task 1: Annual Emergency Exercises

- Planning support, facilitation is determined by ASC and documentation for the exercises.
- Table-Top Exercise (TTX) and Full Field Exercise (FX) support as needed.
- Atlanta Police Department/Atlanta Fire Rescue Department ongoing training and liaison.
- Support for Corrective Action plan development and implementation.
- Preparation of the After-Action Reports for exercises.

Task 2: Internal Safety and Security Auditing (ISSA) Program

- Safety, Security, and Training Audits per the Georgia Department of Transportation (GDOT) and Federal Transit Administration (FTA) requirement.
- Planning, implementing, and documenting the ASC ISSA

Task 3: Support for Transition from MARTA

- Document revision and development
 - Safety & Security Transition Plan.
 - Other support as needed.
- A. Documentation: The Consultant will develop, review, and revise as needed Standard Operating Procedures and other documentation for the following areas:
- a. 49 CFR 659 (State Safety Oversight) compliance, including review and revision of the System Safety Program Plan (SSPP), Security and Emergency Preparedness Plan (SEPP), and documentation related to Hazard Management, Accident and Incident Investigation, Internal Safety and Security Assessments and Corrective Action Plans.
 - b. Compliance with the GDOT Safety Oversight System Safety Program Standard.
 - c. Compliance with FTA requirements pertinent to operations of the Streetcar System.
 - d. Other system safety and system security documentation for the Streetcar as specified by the Executive Director or designee.
- B. Conduct safety and security-related field work, presentations, inspections, and verifications.
- C. Other support services to assist in preparing for the operation and maintenance of the Streetcar to include:
- a. Attend key meetings with Stakeholders as designated by ASC.
 - b. Provide support for safety and security program development.

Task 4: General Safety and Security Training and Support

- Review/revision of Training programs and plans
- Provide support for ASC in meeting its training requirements under the requirements of the SSPP and SEPP.

Key Personnel Experience

The Fort Bend County's project team is comprised of highly qualified transit, safety, and human services professionals who are impeccably suited to provide ambassador and bus stop monitor program services for the County. Each person was selected due to their level of expertise and ability to perform the work required under this contract. All project team members are currently providing professional safety consulting services for public transit agencies similar to the County.

In fact, our proposed **On-Site Manager, Henry (Todd) Debato, WSO-CSSD, is a local Houstonian and retired from Houston METRO** in 2018 after 12 years of service. He has 30 years of transit experience, 17 years of experience as a Safety Officer, 8 years of experience as a Bus Operator, and four years of transit training and classroom instruction. He was also the International APTA Bus Rodeo Winner - 1996 Instruction. He is an extremely self-motivated and achievement-oriented safety professional with the unique ability to connect with others.

We also have other local Texans on the team as key personnel. The **Program Advocate/Director, Jean Claude Aurel, Jr., ASP, CSP, TSSP, WSO-CSSD, and Deputy/Alternate Project Manager, Spurgeon Holly, are both local Richmond, Fort Bend County, Texans** and have experience performing safety consulting work for other Texas transportation agencies, including **Houston Metro, MV Transportation, and Texas Central Railroad**. Our key **Ambassador / Bus Stop Monitor, Romeo Calderon, is a local Houstonian** as well.

Angela Aurel, MSW, LCSW, Brian J. Brown, PT, and Eric Fox, WSO-CSSD, TSSP, FCP are the **Lead Ambassadors / Trainers** on this project and are all **extremely qualified human service and/or transit safety professionals** who will ensure all our ambassadors bus stop monitors will be appropriately trained and certified prior to working on this contract.

The team's familiarity within the State and experience with similar human service related work, as well as transit system operations, will ensure the County is being served by a team that intimately understands your operating environment and is able to seamlessly transition on to the project and hit the ground running. The team's wealth of knowledge regarding the scope of services and familiarity with similar bus and paratransit operations makes TSSS the ideal firm to lead this project. The team is accustomed to working on-site with minimal disruption to client operations and will provide services in an efficient and effective manner. The team's professionals are committed to keeping your patrons safe while remaining on time and on budget.

Resumes for key personnel with significant experience in human services (home health providers, case manager, social workers, etc.), Texas transit agency management and operations, and safety training and consulting are included on the following pages.

Jean Claude Aurel, Jr., ASP, CSP, TSSP, WSO-CSSD
PROGRAM ADVOCATE / TRANSIT SUBJECT MATTER EXPERT

Key Qualifications

Mr. Aurel is a Certified Safety Professional and **local Fort Bend County resident** with nearly 25 years of diverse engineering and safety management experience, including risk management, hazard analysis and safety and security certification management. He is an experienced accident investigator, auditor, and safety manager for transit systems. He has provided design review and project management on numerous D/B, D/B/B, and DBFOM multi-modal mass transit projects. Mr. Aurel is proficient in FRA and FTA regulations, NIOSH standards, ADA regulations, NFPA codes, OSHA 1910/1926 standards, and ANSI standards.

Professional Experience

- **Transit Safety & Security Solutions, Inc.** – President/CEO & Founder, 2008-Present, **Richmond, Fort Bend County, TX**
Project Safety & Security Director on the following projects:
 - **Houston METRO** – Light Rail Transit System Safety Assessment, Houston, TX
 - **Texas Central Partners, LLC** – \$10B Bullet High-Speed Rail Preliminary Engineering Support, Dallas/Fort Worth – Dallas, TX
 - **MTA** – \$5.6B Purple Line Light Rail System Safety & Security Certification, Riverdale, MD
 - **MBTA** – \$2.3B Green Line Light Rail Extension System Safety & Security Certification, Boston, MA
 - **RTD** – \$2.2B Eagle P3 Commuter Rail System Safety & Security Certification, Denver, CO
 - **PCJPB** – \$1.7B Caltrain Modernization System Safety & Security Certification, San Francisco, CA
 - **CTA** – \$1.2B Red & Purple Modernization D/B – Chicago, IL
 - **RTD** – \$764M North Metro Commuter Rail System Safety & Security Certification, Denver, CO
 - **RTD** – \$233M Southeast Rail Extension System Safety & Security Certification, Denver, CO
 - **City of Atlanta** – \$100M Streetcar Safety & Security Consulting, Atlanta, GA
 - **RTD** – North Metro Commuter Rail Line Headend Integration – Denver, CO
 - **Sound Transit** – Bus & Rail System Safety On-Call Consulting Contracts (2), Seattle, WA
 - **City of Ottawa** – Light Rail Transit Regulatory Audit Subject Matter Expert, Ottawa, Ontario, Canada
- **Hampton Roads Transit (HRT)** – Vice President of System Safety & Risk Management 2009-2010, and Chief Safety Officer 2008-2009 – TIDE Light Rail Project, Norfolk, VA
- **Metropolitan Transit Authority of Harris County (Houston METRO)** – Manager of Safety Engineering & Analysis 2/2006-8/2008, Houston, TX
- **Chicago Transit Authority (CTA)** – System Safety Analyst/Engineer 2002-2006, Chicago, IL
- **Automatic Building Controls, Inc. (ABC)** – Application Engineer 2000-2001, Park Ridge, IL
- **Johnson Controls, Inc.** – System Application Engineer 1998-1999, Calumet City, IL

Education

- MPA, Public Administration, University of Illinois at Chicago, 2005
- BS, Industrial Technology, Northern Illinois University, 1996

Relevant Certifications/Training

- Board of Certified Safety Professionals – Certified Safety Professional (CSP), No. 20196, 2008
- Board of Certified Safety Professionals – Associate Safety Professional (ASP), No. A13720, 2008
- World Safety Organization – Certified Safety/Security Director (WSO-CSSD) Bus & Rail Transit, No. 959, 2016
- World Safety Organization – Certified Safety Specialist (WSO-CSS) Bus & Rail Transit, No. 017834, 2005
- USDOT Transit Safety Institute (TSI) – Transit Safety & Security Professional (TSSP) Bus & Rail Transit Programs, April 2005
- USDOT TSI – Transit Rail System Safety & Security Audit (TSSA) Certificate, September 2016
- USDOT TSI – Safety Management System (SMS) Principles for Transit, 2017
- USDOT/TSI/FTA/NTI – 15+ Additional Transit Bus/Rail Safety/Security Related Certificates
- Certified Operation LifeSaver Instructor
- National Safety Council (NSC) – Certified First Aid, CPR & AED Instructor
- HAZWOPER, On-Scene Incident Commander & Hazardous Materials Technician, OSHA 1910
- 10-Hour OSHA Certification, OSHA Instructor
- EPA Certified Type I and Type III Tech
- NIMS ICS 100, 200, 300, 400, 700, 800
- Certificate in Management of Information Technology
- USDHS/FEMA – Homeland Security Exercise and Evaluation Program (HSEEP)

Professional Activities

- American Public Transportation Association (APTA) – Infrastructure Security Working Group, Member since 2006, Assists in the development of industry standards for transit related infrastructure, which is defined as passenger, maintenance and operations facilities, and their related assets; rights-of-way, including tunnels, elevated structures, and bridges.
- American Public Transportation Association (APTA) – Rail Safety Committee, Member
- American Railway Engineering and Maintenance-of-Way Association (AREMA) – Rail Transit Committee, Member
- World Safety Organization (WSO), Member since 2005
- ASIS International, Member since 2014
- American Society of Safety Engineers (ASSE), Member since 2004
- Eno Transit Executive Seminar, 2014 Graduate
- Washington Metropolitan Area Transit Authority (WMATA) – 2008 Presidential Inauguration, Safety Department Volunteer in January 2009 - Assisted WMATA Police, Operations, and Safety staff in providing customer service, safety, and security services during the Inauguration.
- Transit Cooperative Research Program (TCRP) – Project A-35 Improving Safety Culture in Public Transportation, Research/Proposal Panel Member in March 2010
- National Society of Black Engineers (NSBE), Member
- American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. (ASHRAE), Member

Henry (Todd) Debato, WSO-CSSD

ON-SITE MANAGER

Professional Summary/ Summary of Qualifications:

- 30 years of transit experience
- 17 years Safety Officer
- 5 years Commercial Truck Driver
- 8 years Bus operator
- 4 years of transit training and classroom instruction
- International APTA Bus Rodeo Winner - 1996 Instruction
- Self-Motivated/ Achievement Oriented
- Works well with all levels of management
- Completed and graduated The American School of Truck Driving in 1983

PROFESSIONAL EXPERIENCE

Houston Metropolitan Transit Authority, Several Positions (Below), 2006 - 6/2018 (Retired), Houston, TX

Director of Operational Training

January 2016 appointed to stated position in the continuing effort to instill and maintain safe training of all maintenance and bus operator personnel.

Bus Safety Manager

January 2014 - January 2016 appointed Bus Safety Manager in the agency's continuing effort to maintain safety oversight.

Interim Bus Safety Manager

October 2013 appointed Interim Bus Safety Manager in the agency's continuing effort to maintain safety oversight.

Senior Safety Officer

- Worked closely with the Bus Safety Manager in implementing solutions to safety hazards, accident investigation and promoting safety throughout the Authority. Acted as the Agency Oversight regarding safety related issues with Contract Services.
- Acted as an Oversight over all bus, rail and employee accident investigations in accordance with departmental procedures and standards. Recommended corrective actions to reduce and/or eliminate the reoccurrence of an accident.
- Reviewed accident reports and ensure that corrective actions were being implemented.
- Reviewed the goals on revenue service accidents monthly with Risk Management, MV Transit, Sedan Services and First Transit.
- Conducted Safety Audits of passenger facilities including Transit Centers, Bus Stops, Park and Ride locations and Rail Station Platforms.
- Evaluated Authority contracts and requested for proposals for potential safety issues and liability exposures.
- Reviewed safety audits from the other groups in the System Safety Division to ensure the identified hazards were being eliminated.
- Assisted with the Annual Internal Safety Audit for the Bus and Rail Systems to comply with TXDOT System Safety Program Plan Standard and Procedures.

- Assisted with the safety certification process for bus and rail.
- Assisted with the preparation and reviewed the specifications for transit safety equipment and made recommendations to procurement.
- Provided technical support to the Fire/Life Safety Committee, the Rail Safety Committee, and the Senior Metro Safety Committee.
- Assisted with the design reviews for the safety of transit passengers, employees and others working on or near Metro property.
- Assisted with the review of hazard analyses relating to design operations and maintenance activities and made recommendations.
- Assisted with the safety certification process for bus and rail.
- Participated in the Engineering Review Committee meetings for the BRT/LRT expansion.
- Conducted field inspections to resolve transit safety hazards and analyze safety data.
- On-call 24 hours a day, 7 days a week.
- Evaluated and prepared Agency emergency response drills and plans.

MV Transportation • West Palm Beach, FL • 2005 to 2006

Safety and Training Manager

As a Safety and Training Manager, I was responsible for the Safety Training of a fleet of 123 employees and 106 vehicles. I was also responsible for promoting a safe, efficient and reliable operating environment. I conducted all classroom drivers training and ensured that all drivers met and remained current in all required areas as outlined in the company policy and the State/Federal law by documenting all training to ensure that the driver has met all requirements. I always maintained the highest standards of excellence in appearance and attitude.

- Responsible for recruitment and pre-employment of all new drivers, proved all new-hire paperwork to include scheduling FDOT physicals, drug screens, criminal record checks, and MVR review.
- Served as a professional role model for 'Behind the Wheel' Trainers and Drivers
- Conducted and maintained accurate monthly records in an "Inspection Ready" status at all times; kept confidentiality of these records at all times.
- Ensured that all drivers maintained the required safety equipment aboard their vehicles through training and random inspections.
- Completed accident and/or injury reports and investigations as required in a timely fashion, including post-accident retraining and documentation. Kept separate, accurate files on retraining and or unfavorable road observation/check rides and ensured that all drivers received them as stated in company policy.

Metropolitan Transit Authority • Houston, TX • 1989 to 2005

In development since 2001, METRO Solutions is a comprehensive transit system plan to help solve the Greater Houston region's traffic congestion and air quality problems.

Safety and Training Instructor

During my tenure with this transit agency, I held three (3) positions to include: Full-time Bus Operator, Relief Safety and Training Instructor, and Full-Time Safety and Training Instructor. As a Safety and Training Instructor, I was responsible for the following:

- Conducting classroom training in bus operations and implemented and supervised all Safety training programs related to bus operations; new-hire interviews/orientation (Responsible for training new applications and retraining existing bus operators)
- Instructor and supervisor of bus operators on fundamentals of bus operations
- Defensive Driving/ Passenger Relations/ CDL Training
- Training and assisting special projects such as wheelchair training and the Houston Livestock Rodeo
- Active participant in the Annual Metro Bus Operator Rodeo
- Designed and implemented programs for our Quarterly Operator Safety Meetings and designed "Behind-the-Wheel" programs for existing operators.

Mercedes International • Houston, TX • 1987 to 1989
Car Hauler and Trainer of Robotics

Jetco Trucking Company • Houston, TX • 1984 to 1987
Lead Truck Driver

- My primary duties consisted of transporting cargo safely and on-time.
- Served as a delivery and route driver and trained new drivers.

American Truck Driving School • Waco, TX • 1983

Education

- American Truck Driving School, Waco, TX, 1983 - CDL Class A License
- Kashmere Senior High School, Houston, TX, 1980

Certificates and Accomplishments

- WSO - Certified Safety & Security Director (WSO-CSSD)
- 1996 International Bus Rodeo Champion, Anaheim, CA (Gold medal for Bus Operators in the United States and Canada)
- First African American to win this award (Record can never be surpassed)
- Received the highest point total of all time (Record remains unsurpassed)
- Drove the rodeo course in record time (Record remains unsurpassed)
- Smith System Instructor
- National Safety Council, Defensive Driving Trained (DDC)
- NIMS Certification IS100, IS200, IS300, IS400, IS700 and ISSOO
- TSI Certification (Effectively Managing Transit Emergencies, Transit System Security, Fundamentals of Bus Collision Investigation, Transit Rail Incident Investigation, Bus System Safety)
- I have obtained my Transit Safety and Security Program Certification (TSSP) through TSI
- Certificate of Completion in Electrical Safety through AVO Training Institute
- Completed the Texas WMD/Terrorism Incident Regional Exercise Table Top Exercise with the Governor's Division of Emergency Management

- Completed the Threat & Risk Assessment Course in cooperation with Department of Homeland Security and the Office of Grants and Training
- Completed the Professional Development Program through Disney University
- Certificate of Training through Hybrid University on Allison Electric Drives Training
- Certificate for System Security Awareness and Security Incident Management Train-The-Trainer through National Transit Institute (NTI)
- Certificate of Completion for Terrorist Activity Recognition and Reaction
- Certificate of Completion for 8 hours of Pro-Active Terrorist Recognition Interdiction and Observation Tactics System (P.A.T.R.I.O.T. System) counterterrorism course for Mass Transit Workers held at Tougaloo College Jackson, Mississippi

Affiliations

- Member of American Public Transportation Association (APTA)
- Member of the National Safety Council
- Member of the Smith System National Driver Training Institute
- Member of the Texas Transit Safety Professionals (TTSP)
- Member of World Safety Organization (WSO)

Spurgeon Holly

DEPUTY / ALTERNATE ON-SITE MANAGER

Key Qualifications

Mr. Holly is a **local Fort Bend County resident** and leverages nearly 40 years of experience in the public transit, engineering, petroleum, and insurance industries in his role with TSSS. He has recent similar and relevant experience within the past five (5) years on large commuter rail safety and security certification projects, as well as accident investigations and hazard analysis. Mr. Holly is a seasoned engineer who spent more than 20 combined years as a General Contractor. He also spent time in the oil and gas industry as a Production Manager and licensed Professional Engineer (P.E.)-Petroleum Engineering. He provided expert advice necessary to make major project decisions and motivate and manage on-site and off-shore crews. Immediately prior to TSSS, Mr. Holly worked for more than 10 years in the insurance industry as an Independent Claims Adjuster. He remains current on all Federal and State laws. Mr. Holly is proficient in OSHA and ANSI standards, and is certified for estimating software.

Similar Project Experience

*Transit Safety & Security Solutions, Inc. – Project Manager, 2015-Present – **Richmond, Fort Bend County, TX***

Project Manager (5/2017-5/2018), Metropolitan Transportation Authority of Harris County (Houston METRO) – Light Rail Transit System Safety Assessment, Houston, TX, Service Fees: \$170K

As a sub to Atkins on Houston METRO's Light Rail Transit (LRT) Engineering Support Services On-Call Contract, TSSS is performing a Light Rail System Safety Accident and Hazard Analysis Assessment. Jean Claude is responsible for the following services as part of the Safety Assessment: Incident/Accident Assessment, Site Visits and Detailed Review of Incident/Accident Reports, Corrective Action History, Hazard Management Process, Operating Rules/Standard Operating Procedures/Training, Public Outreach and Outside Agency Coordination, and Executive Summary Report. Mr. Braziel assisted with the completion of the safety assessment covering the Red, Green and Purple Lines of METRORail. Assessments covered Light Rail Operator and Auto-Driver practices, pedestrian and cyclists' behavior, and intersection safety which included grade crossings and intersections between stations.

Safety & Security Certification Manager (2016-Present), Peninsula Corridor Joint Powers Board (PCJPB) – Caltrain Modernization Program Safety & Security Certification Management, San Francisco, CA; Est. Completion 2020, Project Cost: \$1.7B, Service Fees: \$3M

The Caltrain Modernization Program includes the electrification of the existing Caltrain corridor between San Francisco and San Jose; the installation of a Communications Based Overlay Signal System Positive Train Control (CBOSS PTC), which is an advanced signal system that includes federally-mandated safety improvements; and the replacement of Caltrain's diesel trains with high-performance electric trains called Electric Multiple Units. TSSS is a subconsultant to Balfour Beatty and is leading the effort to ensure the commuter rail line is certified to be safe and secure for revenue service. Mr. Holly is responsible for managing the development of the System Safety Program Plan (SSPP), System Security Plan (SSP), the Safety & Security Certification Plan (SSCP), and the System Safety Management Plan (SSMP). Under Mr. Holly's direction, the team will produce the Hazard Identification Analysis and Resolution Process, as well as perform Threat and Vulnerability Assessments (TVAs) regarding electrification of the rail system.

System Safety & Security Manager (2015-2016), Regional Transportation District (RTD), EAGLE P3 Commuter Rail Project – Safety & Security Certification Management, Denver, CO. Project Cost: \$3.2B, Service Fees: \$3.2M

Mr. Holly's responsibilities include managing the Safety & Security Certification process to ensure compliance with the SSPP, SSMP, and SSCP. Mr. Holly prepares safety and security progress reports for monthly submission to the RTD, identifying all outstanding action items and the planned approach to accomplishment. He conducts safety engineering reviews of construction/engineering documents, drawings, specifications and operating procedures to ensure that fire and safety codes, standards and principles are integrated, and all safety hazards are identified, eliminated, minimized and/or controlled. Mr. Holly conducts review and analysis of new SOPs, operating rules, bulletins and training programs to ensure that the latest requirements of national and local fire codes and life safety standards are incorporated in these documents. He works closely with the Project Safety & Security Director in promoting system safety throughout the agency and acts as the Agency Oversight regarding system safety issues.

System Safety & Security Engineer (2015), North Metro Rail Line Safety & Security Certification, FasTracks, Regional Rail Partners, Denver, CO. Est. Completion: 12/2019, Project Cost: \$1.7B, Service Fees: \$3M

Mr. Holly participated in the Safety & Security Certification Management by reviewing safety designs of construction/engineering documents, operating procedures, drawings, and technical specifications to ensure compliance with safety standards, fire codes, and state and federal regulations.

Education

- B.S., Petroleum Engineering, Louisiana State University, 1983
- B.S., Civil Engineering, Louisiana State University, 1980

Relevant Certifications/Training

- USDOT/TSI - Transit Rail Incident Investigation (FT00544)
- USDOT/TSI - SMS Awareness (FT00568)
- USDOT/TSI - SMS Safety Assurance (FT00561)
- USDOT/TSI - Transit Rail Nomenclature (FT00569)
- Rope & Harness Fall Certification – OSHA 1926.5 and ANSI Standards Z-359
- *USDOT/TSI - Certified Transit Safety & Security Professional (TSSP) (in process 2019)*
- *USDOT/TSI - Crime Prevention Through Environmental Design (FT00531) (in process 2019)*
- *USDOT/TSI - Effectively Managing Transit Emergencies (FT00456) (in process 2019)*
- *USDOT/TSI - SMS Principles for Transit (FT00564) (in process 2019)*
- *USDOT/TSI - Advanced Rail Incident Investigation (FT00461) (in process 2019)*
- *USDOT/TSI - Transit Rail System Safety (FT00543) (in process 2019)*

Professional Activities

- American Public Transportation Association (APTA), Member
- American Society of Civil Engineers (ASCE), Member
- American Society of Petroleum Engineers (ASPE), Member

Angela Aurel, MSW, LCSW

LEAD AMBASSADOR / TRAINER

Key Qualifications

Licensed Master Social Worker with over 10 years of experience in Medical Social Work within the VA and Private Sector. Experienced working with diverse populations. Possesses a high degree of clinical knowledge and experience in critical care, death, trauma, and other issues. Highly motivated, compassionate, and dedicated professional equipped with broad-based years of experience in counseling, social work, and crisis intervention.

Achievements

- Received two Employer Choice Awards within the VA system.
- Proven Track Record in implementation of Complex Discharge Plans
- Continuously maintained and accomplished a target set in meeting a private hospital's 3.2-day length of stay goal
- Established the first breast cancer support group in conjunction with MD Anderson Cancer Hospital for the Sugar Land, TX area
- Previous experience managing and supervising 12 social workers/case managers
- Speaker Engagement: Illinois National Association of Social Conference 2017: Black Lives Matter: Understanding the Professional role a Social Worker Plays in teaching Individuals to Cope with Modern Day Racism

Veterans Administration Leadership Experience

- Currently serve as the Black Employment Manager at the VA helping to foster an understanding of minorities and their barriers to employment.
- Field Instructor for MSW interns for two years.
- Participated in Rapid Process Improved Workshop (RPIW), a new system that improves and creates efficiencies in the discharge planning process within the Jesse Brown Hospital system. Developed supplemental tools to assist inpatient social workers with the new RPIW process.

Collaboration Duties

- Volunteered and covered an additional medicine team for 6 months along with assigned medicine team.
- Cross-covered in Palliative Care/Hospice Care and Outpatient Clinic as needed.
- Volunteered to cover for fellow Inpatient Social Workers while covering 3 specialty teams: MICU, SICU and Surgery.

Proficiencies

- Clinical Case Consultations
- Multi-Disciplinary Teams
- Staff Supervision
- Mentoring & Training of Staff
- Psychosocial Assessments
- Crisis Intervention
- Treatment/Discharge Planning
- Knowledge of Veterans Benefits & Programs

Professional Experience

VETERANS ADMINISTRATION, CHICAGO, IL, 2012 - PRESENT

MEDICAL INPATIENT SOCIAL WORKER

- Manage multiple specialty teams such as MICU, SICU and Surgery within the VA sector.
- Represent the Inpatient Medicine Team in monthly MICU meetings with the various Department Supervisors such as the Nursing Supervisor, MICU Manager and Respiratory Managers.
- Mentor and provide additional support to fellow Inpatient Social Workers to offer solutions to their overall discharge problems.
- Collaborates within a multi-disciplinary team to ensure effective discharge plans are implemented.
- Educate Veterans and Staff on the VA benefits available to further education and careers.
- Utilize the Strength Based approach in discharge planning while considering the medical needs, as well as the strengths and desires of the veterans/families.
- Establish effective therapeutic relationships with Veterans and their families.
- Completes psychosocial assessments to determine appropriate discharge plans and coping needs.
- Educate veterans on various Veteran's benefits and services relating to special programs, service connected compensation and non-service connected pension.
- Provide appropriate case management linkage for veterans to outpatient services.

ST. LUKE'S HOSPITAL, SUGAR LAND, TX, 2010 - 2012

LEAD MEDICAL SOCIAL WORKER

- Established a social work department to better aid the hospital in meeting goals, length of stay targets and bring order to a complex discharge planning process.
- Participated in daily bed huddles using an interdisciplinary approach to determine patient's medical requirements for acute hospitalization.
- Established community relationships that linked patients to community resources that led to health care services along the continuum of care.
- Created a certification training program for social workers, case managers, and nurses that assisted staff in meeting their respective training goals for better patient service.
- Experienced in the impact of Medicaid and Medicare payer source allocations.

MEMORIAL HERMANN HOSPITAL, HOUSTON, TX, 2009 - 2010

SOCIAL WORK INTERNSHIP

- Provided crisis care planning to individuals admitted to the hospital ER, geriatric, burn and shock trauma units.
- Completed psychosocial evaluations of patients to determine an appropriate treatment plan.
- Participated in discharge planning processes for skilled nursing and renal facilities.
- Completed a hospital rotation that included geriatric, shock trauma, ER, and burn units. The ER rotation included working with individuals transported by the Life Flight Helicopter.

MHMRA OF HARRIS COUNTY, HOUSTON, TX, 2006 - 2008

OUTPATIENT MENTAL HEALTH CASE MANAGER

- Provided comprehensive care for individuals with mental illness and dual diagnoses to ensure their well-being and ability to function was optimized.

- Completed comprehensive psychosocial assessments and assisted with linking individuals to appropriate community services.
- Advocated for patients with organizations such as Social Security, Public Assistance, housing programs and long-term placement facilities; completed related paperwork.
- Evaluated at appropriate intervals records in accordance with the policies of the Social Service Department.
- Provided rehabilitative services in individual sessions and small groups.

COMMUNITY MENTAL HEALTH COUNCIL, CHICAGO, IL, 2002 - 2006
MENTAL HEALTH CASE MANAGER SUPERVISOR

- Supervised a team of twelve Bachelor Level Mental Health Social Workers.
- Coordinated social services for over 700 adults with chronic mental illnesses and dual-diagnosed individuals.
- Conducted weekly supervision with case managers and completed annual performance evaluations.
- Ensured that the social work department met guidelines set by CARF and Medicaid.
- Represented the agency at Illinois Department of Human Services Local Area Network meetings.
- Ensured the appropriate payee services of over \$20,000 in monthly disbursements.
- Ensured that over \$2,000,000 in Medicaid billing projections were met annually.

COMMUNITY MENTAL HEALTH COUNCIL, CHICAGO, IL, 2000 - 2002
MENTAL HEALTH CASE MANAGER

- Provided social work and treatment services to patients with complex psychosocial needs through ongoing case studies and advocacy services for patients with medically related social or emotional challenges.
- Discussed and redirected behavior issues while communicating levels of responsibility, provided motivation and proper attitudes for clients served.
- Developed linkage services for clients to outside services such as drug rehabilitation centers, housing programs, Public Aid and Social Security.

Education

- License Master Social Worker, Illinois Department of Financial and Professional Regulations
- License Clinical Social Worker, Illinois Department of Financial and Professional Regulations
- Master of Social Work, University of Houston, Houston, TX
- Bachelor of Arts, Psychology, Northern Illinois University, DeKalb, IL

Brian J. Brown, PT

DEPUTY LEAD AMBASSADOR / TRAINER

Key Qualifications

Seasoned physical therapist with 16 years of experience currently licensed in Texas and Illinois. Previously licensed in California and Tennessee as well. Mr. Brown has extensively practiced in outpatient orthopedics, acute rehabilitation, skilled nursing facilities (SNF), cardiopulmonary rehabilitation facilities, and Home Health Care. The depth of his practice has been in home health care, particularly with the geriatric population.

Professional Experience

STAFF PHYSICAL THERAPIST, HOME THERAPY SPECIALISTS, 2014-Present

Performed home visits for staffing agency throughout Chicagoland Area.

PRN THERAPIST, REHABCARE, 2014-Present

Primarily assist in Skilled Nursing Facilities throughout Chicago on weekends and holidays.

REGIONAL DIRECTOR, PRN REHAB, 2005-2014

Was responsible for operations of a Chicago and San Antonio branch of a staffing company providing PT, OT, and ST services to Home Health Agencies in Dallas, San Antonio, and Chicago. Responsibilities included marketing to home health agencies, recruitment and retention of therapist, as well as supportive staff.

DIRECTOR OF REHAB, WESTON GROUP, 2004-2005

Was responsible for 2 facilities, maintained caseload through screening, in services, as well as scheduling of staff therapist.

STAFF THERAPIST, ONR REHABILITATION, 2001-2004

Responsible for daily treatments, evaluations and ordering of equipment.

Education

TENNESSEE STATE UNIVERSITY/MEHARRY MEDICAL COLLEGE, NASHVILLE, TN
PT-PHYSICAL THERAPY

Graduated with a 3.7 science GPA and 3.0 cumulative GPA from the physical therapy program.

Community Service

- Real Men weekly reader to elementary students at an assigned school 2010-2015
- Health Care Ministry at Trinity United Church of Christ
- Omega Psi Phi Fraternity INC. - served on various boards and chaired the feed the homeless campaign annually on Thanksgiving.

Eric Fox, WSO-CSSD, TSSP. FCP

TRAINER / TRANSIT SAFETY SUBJECT MATTER EXPERT

Key Qualifications

Mr. Fox has more than 10 years of experience in the areas of risk management, hazard analysis and safety certification implementation. Mr. Fox's expertise in environmental, health, and safety is well rounded, with education and hands on experience in general industry, construction, transit safety management, overseeing worker's compensation claims, accident prevention, environmental compliance, and industrial hygiene. He has developed training programs and procedures to address long term safety goals and objectives to facilitate a safety culture transformation from reactive to proactive. This experience has effectively influenced key stakeholders in improving safety performances. He has professional experience maintaining organization compliance with OSHA, EPA, USDOT and FTA standards and regulations.

Professional Experience

Transit Safety & Security Solutions, Inc., System Safety & Security Manager, 11/2015-Present

- MBTA - \$2.3B Green Line Light Rail Extension System Safety & Security Certification, Boston, MA
- MTA - \$5.6B Purple Line Light Rail System Safety & Security Certification, Riverdale, MD
- RTD - \$764M North Metro Commuter Rail System Safety & Security Certification, Denver, CO

Hampton Roads Transit (HRT), System Safety Officer, Norfolk, VA, 4/2009-2/2011

- Assured Rail Operations compliance with safety requirements and regulations including OSHA, FTA, FRA ADA, USCG, and the State Safety Oversight
- Co-chaired the Safety Certification Process to comply with System Safety Program Plan (SSPP)
- Co-chaired the Rail Operations Safety Committee and the Fire and Life Safety Committee
- Evaluated engineering designs for Safety Certification purposes
- Participated in Internal Safety Audit process to comply with SSO and FTA requirements
- Conducted safety audits of Rail, Bus, and Ferry Operations; monitored DOT safety compliance
- Interpreted, executed, and recommend changes to established safety policies and procedures

Craft Machine Works, Safety Director, Hampton, VA, 4/2013-11/2015

- Managed all environmental permits and reporting from Tier II, Storm Water Permit, RCRA Hazardous Waste, and Air Permit; removed company from DEQ's list for being non-compliant
- Assisted with daily functions at multiple sites while providing safety support to maintain enterprise-wide compliance with local, state, and federal regulations; reduced costs in all departments
- Developed the company's first EHS programs and policies, continually updated all internal policies
- Trained employees at six locations on all safety related policies and programs
- Worked closing with Quality Control, Operations, and Accounting to develop procedures

Truland Systems, Boydton, VA, Site Safety Officer, 3/2011-9/2011

- Monitored and interpreted all federal, state, and local regulations that pertain to industrial safety
- Performed daily safety audits on equipment, components, and staff; monthly safety evaluations
- Evaluated all safety related documents for Safety Plan of Action, Confined Space, Equipment Inspections, and Training Documentation

- Intrinsically maintained site and company security policies; implemented/maintained safety policies
- Investigated potential hazards, near misses, accidents, injuries, and illnesses and implementing engineering or best practices focused at reducing or minimizing hazards

Herkules USA Group, Ford City, PA, Safety Director, 5/2008-4/2009

- Developed company programs and policies for Blood Borne Pathogens, Lockout/Tagout, Forklifts, Hazardous Communication, First Aid, and Drug/Alcohol
- Implemented a company security program for visitors, contractors, and outside vendors
- Assisted Service Dept. in meeting safety compliances for other companies
- Performed Accident Investigations and managed Workers Compensation issues
- Provided training for employees and management on programs and policies

Education

- B.S. - Safety Science, Indiana University of Pennsylvania, Indiana, PA, 2009

Certifications/Training

- World Safety Organization Certified Safety & Security Director (WSO-CSSD) Transit Rail
- Transit Safety & Security Professional (TSSP) Bus & Rail Transit Programs
- Florida Criminal Prevention through Environmental Design Practitioner (FCP)
- Occupational Safety and Health Administration (OSHA) Authorized Construction Trainer Certification #14-000105968, Expires 1/11/2022
- OSHA 510 - Occupational Safety and Health Standards for Construction
- OSHA 10- and 30-hour - Construction and General Industry Safety & Health
- Transit Rail Accident Investigation, Managing Transit Emergencies, Rail System Safety (TSI)
- Transit System Security Course Certificate (TSI)
- ICS 100, 200, 300, 400, 700, 800 (NIMS) & ICS 546 Continuity of Operations (FEMA)
- Electrical Hazards for General Industry & Respirator Usage (OSHA)
- International Organization for Standardization (ISO 9001 and ISO 14001)
- System Security Awareness for Transit Employees (NTI) & Strategic Counter-Terrorism Training for Transit Managers (NTI)
- Land Transportation Antiterrorism Training Program XP-LTATP-004 (DHS)
- Hazardous Waste Management - RCRA (EPA)
- Hazardous Materials in Transportation 49 CFR Parts 171-178 (DOT)
- National Safety Council First Aid, CPR, and AED Instructor (ID# 2157518)
- Department of Transportation (DOT) Federal Motor Carrier Safety Administration

Professional Activities

- National Safety Council (NSC)
- American Society of Safety Engineers (ASSE)
- American Society of Heating, & Refrigeration and Air-Conditioning Engineers, Inc. (ASHRAE)

Romeo Calderon

AMBASSADOR / BUS STOP MONITOR

Professional Summary

Accomplished and energetic multi-disciplinary light rail maintenance professional with a solid history of achievements in multiple light rail start-ups and light rail transit system expansions. Motivated leader with strong organizational and prioritization abilities. Areas of expertise include rail vehicle maintenance, rail systems maintenance, rail maintenance training and rail maintenance warranty recovery.

Skills

- Rail Maintenance Administration and Management
- Rolling Stock Light Rail Vehicle Operations and Maintenance
- Track Maintenance
- Signals and Communications Maintenance
- Traction Electrification Systems Maintenance
- Operation Monitoring
- Systems Failure Analysis
- Operating and Capital Budgeting
- Equipment Specifications and Selection
- English/Spanish speak, read and write ~

Experience

Director, Rail Maintenance, Metropolitan Transit Authority of Harris County (Houston METRO)

Houston, TX 77208, 02/2003 to 2017

- Responsible for safe day to day operations of rail vehicle maintenance and rail systems maintenance activity in multiple repair facilities and multiple disciplines (Track, Traction Power and Signal and Communications) on the right of way.
- Develop and submit to contract administrators Light Rail Vehicle Technical Specifications for new Light Rail Vehicle procurement solicitations.
- Responsible for employee development and training in all maintenance disciplines within Rail Maintenance to achieve the highest levels of technical expertise and the highest levels of the safety policies and procedures.
- Recommend or initiate personnel actions, such as hires, promotions, transfers, discharges, or disciplinary measures.
- Investigate accidents, derailments or injuries and prepare reports of findings for Safety Department to forward in compliance with TxDOT reporting requirements.
- Compute estimates and actual costs of factors such as materials, labor, or outside contractors for annual operating and capital budget submittals to the board for review and approval.
- Develop, implement, or evaluate and approve maintenance policies and procedures.
- Examine rolling stock fleet failure analysis reports, in service vehicle systems failures, and facilities systems in service failures and analyze data to determine needed corrections necessary to maximize vehicle availability and on time performance and minimizing costs per mile.

- Inspect and monitor work areas, examine tools and equipment, and provide employee safety training to prevent, detect, and correct unsafe conditions or violations of procedures and safety rules.
- Review, evaluate specification adherence, accept, and coordinate completion of contract deliverables from work bid and awarded to contractors for both rolling stock and vehicle systems.
- Confer with all levels of personnel, such as executive management, engineering, quality control, customer, or union workers' representatives, to coordinate work activities, resolve employee grievances, or identify and review resources needed.
- Participate in budget preparation and administration, coordinating purchasing and documentation and monitoring departmental expenditures.

Communications Technician, Dallas Area Rapid Transit Rail Operations/MOW
Dallas, TX, 75226, 06/1996 to 02/2003

Radio and Electrical Technician, Astrea Aviation - Dallas Love Field
Dallas, TX 75235, 06/1992 to 06/1996

Avionics Technician, US Navy - VFA-125 NAS
Lemoore, CA, 02/1987 to 02/1991

Education

Dalfort Aircraft Tech, Dallas, TX, 02/1992-06/1993

Licenses

FAA Airframe and Powerplant License
FCC General Radio Telephone Operator License

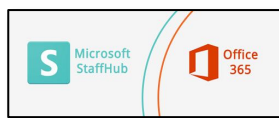
STAFFING LEVEL

Demonstrated Ability to Assign Qualified Staff

TSSS has the ability to assign qualified staff that will be responsible for this project, and have 11 years of operational experience in business doing just that for transit agencies across the U.S. We encourage you to contact our client references provided in the **Firm Experience/Qualifications** section of this proposal for first-hand knowledge of our ability to manage projects and staffing. Below is a sample of our IT Solutions utilized in-house to effectively manage our business operations.

Software & Service Providers

Staffing



TSSS utilizes Microsoft Office 365 for its business productivity suite. In addition to Outlook, SharePoint, OneDrive, and Word, part of this suite of solutions includes StaffHub, the software TSSS will utilize to manage the scheduling and coordination of Ambassadors on this contract.

StaffHub is a proven and well-established software that works well for exactly this type of contract staffing management, viewing and manipulating shift workers and complex schedules.

Training



TSSS has implemented a full course curriculum comprised of training and professional development classes required for all TSSS staff. Our Learning Management System (LMS), GoToTraining, is an effective way to manage and execute required staff training. We have tremendously talented trainers, skilled at teaching for adult learners. In addition to our NSC First Aid/CPR/AED, OSHA safety, and transit safety courses, any required human services related training will be conducted and/or managed through our LMS, as appropriate. Alternatively, we will go directly to organizations such as the Alzheimer's Association, the Mental Health and Mental Retardation Authority of Harris County (MHMRA), and the ARC to conduct the training and certification on the following topics: Alzheimer's Training, Seizure Care, Principles of Crisis Intervention, HIPPA, Consumer Rights, Code of Conduct Awareness, Workplace Safety, Independent Riding - Train the Trainer, and Abuse Reporting.

Human Capital Management



TSSS has strategically partnered with Paychex Flex for our Human Capital Management Solution. This includes more than just Payroll. Paychex Flex also allows us to manage Human Resources (records management, legal compliance, analytics and reporting, training, etc.), Time & Attendance (timesheets and time off), Hiring (from the initial job post all the way through the onboarding process), Health & Benefits (medical and ancillary health insurance plan administration), and Retirement Services (401k plan administration).

Within that suite of services, we utilize the Hiring Platform for recruiting qualified staff. Requisitions are posted for open positions on our Candidate Portal through our website, and Paychex automatically pushes those job posts out to multiple different job sites, including Indeed, Glassdoor, SimplyHired, Trovit, and US Military Pipeline. We also place ads for job openings on Mass Transit Magazine's Career Center and Transit Talent as necessary. The County can rest assured that TSSS will provide or hire quality staff with the skills and qualifications necessary to perform all tasks required of this contract in a safe manner. TSSS also has access to Paychex's thousands training courses and content on human services, safety and security, and soft skills type trainings, among other topics.

Staffing Management Plan (SMP)

Following the Introductory / Kick-off Meeting, TSSS will conduct an Operations Assessment to more effectively define and finalize the Staffing Management Plan (SMP). The SMP template we will use is included on subsequent pages. TSSS will ensure the SMP includes, at a minimum, a plan for staffing as described in Section 25.6 of the Request for Proposal, detailing the job descriptions of the Ambassadors and Site Manager, assignments of Site Manager or Lead Ambassador overseeing daily operations, and procedures for accountability. The SMP will be submitted to the County so that it may be reviewed and approved by the County within 10 days of execution of the contract. This purpose of the SMP document is to describe the processes and procedures used to staff the Ambassador and Bus Stop Monitor Program for Fort Bend County Public Transportation. The SMP is intended to be a living document, reviewed and updated as needed. The intended audience for the SMP is all project stakeholders, including the project sponsor, senior leadership and the project team. The plan only addresses the staffing requirements for staff that will directly report to the on-site manager.

Currently, we have one (1) On-Site Manager, one (1) Deputy/Alternate On-Site Manager, and four (4) dedicated Lead Ambassadors / Trainers / Subject Matter Experts assigned to this contract. We anticipate at least 15 ambassadors will be needed to perform the required scope of work and have included one resume as a sample Ambassador / Bus Stop Monitor in this proposal. A detailed breakdown of the staff requirements by role needed to achieve the project objectives and execute the project will be formalized upon contract execution. Below are the core assignments:

Oversight Manager - Provide direct supervision to the passenger service assistants. Ensure that staffing requirements are met. Responsible for the coordination of the utilization of the assistants. Ensure that the assistants receive the proper training. Maintains reporting and administrative functions. Responds to the scene of all incidents, accidents, and unusual occurrences in assigned facilities. Develops corrective action to prevent incident recurrence and monitors implementation.

Passenger Service Assistant - Assistants are responsible for assisting the driver with the movement, management and care of passengers while they are being transported to an assigned destination as well as when they are boarding or safely leaving the vehicle.



Transit Safety & Security Solutions, Inc.

<Project Name / Acronym>

Staffing Management Plan

Version X.X

MM/DD/YYYY

Document Number: <document's configuration item control number>

Contract Number: <current contract number of company maintaining document>

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1. Introduction

1.1 Purpose

This document describes the processes and procedures used to staff the Project. This plan supplements the overall Project Management Plan (PMP) and covers the staffing requirements for the project. The Staffing Management Plan (SMP) is intended to be a living document, reviewed at least annually and updated as needed.

1.2 Audience

The intended audience for the SMP is all project stakeholders, including the project sponsor, senior leadership and the project team.

2. Overview

Instructions: Provide a high-level overview of the project. Focus on the process and deliverable aspects of the project, including contract type, major milestones, and stakeholders.

3. Assumptions/Constraints/Risks

3.1 Assumptions

Instructions: Describe any assumptions or dependencies regarding the staff management approach for the project. These may concern such issues as: staffing profile of external and internal resources, SOW requirements, etc.

3.2 Constraints

Instructions: Describe any limitations or constraints that may have a significant impact on the staff management approach or project delivery from a staffing perspective.

3.3 Risks

Instructions: Describe any risks associated with staff management of the project and proposed mitigation strategies.

4. Staff Management Approach

4.1 Methods & Tools

Instructions: Describe the overall approach for management of project staff. Include the approach for identifying human resource needs and the approach to determining timing

needs for adding and removing project personnel. Describe the approach to allocating staff between each lifecycle phase, and when and how staff will be transitioned on and off the project team. Describe the methods, processes, tools and techniques that will be used for staff management, and how they will integrate with other project processes (e.g., schedule management, contract management, subcontractor management, project monitoring and control, risk management, etc.). As appropriate, refer to the Project Management Plan (PMP) and/or any applicable subordinate plans that may exist (e.g., Schedule Management Plan, Subcontractor Management Plan, Risk Management Plan, etc.). Ensure appropriate entry/exit procedures exist (e.g., return of equipment, removal of user access privileges, transfer of files and working papers, etc.).

Table 1: Staff Management Processes

Process	Tools & Techniques

4.2 Staff Required

The following is a detailed breakdown of the staff requirements by role needed to achieve the project objectives and execute the project.

Table 2: Staff Requirements

Role/Responsibility	Skills Required	Number of Staff Required	Timeframe Needed	Duration Required

Instructions: Complete the table above as follows:

- *Role/Responsibility – Enter the name of the role and briefly describe the associated responsibility.*
- *Skills Required – For each role, describe the skills required to perform role.*
- *Number of Staff Required – For each role, enter the number of people required to*

fulfill the role. This is the actual number of people required, not based on full time equivalent, and includes both Federal and Contract staff.

- *Timeframe Needed* – Enter the estimated start date for the role.
- *Duration Required* – Indicate the length of time this role will be required for the project.
- *Add rows to the table as necessary.*

4.3 Staff Acquisition and Organization

Instructions: Describe how the project team is structured (e.g., reporting structure or chain of command, functional teams, etc.). Include an organization chart, if appropriate. Also identify any external project participants that may support or participate in the project’s functional team(s).

The following describes how the project will be staffed.

Table 3: Project Staff and Organization

Role	Number of Staff Required	Number of Federal Staff Required	Number of Contractor Support	Comments

Instructions: Complete the table above for each role identified in the section named “Staff Required”

- *Role* – Enter the name of the role identified in the section named “Staff Required.”
- *Number of Staff Required* –Enter the number of people required. This should be the number identified in section named “Staff Required.”
- *Number of Federal Staff Received* – Enter the number of Federal staff committed to support the project. This captures the actual number of people resource management has agreed to provide to support the project
- *Number of Contractor Support* – Enter the number of staff to be acquired through a contracting vehicle.

- *Comments – Provide any relevant comments or explanations for clarification. This would include noting the need to hire new Federal Staff or potential source for contractor support.*
- *Add rows to the table as necessary*

5. Staff Development

5.1 Staff Orientation

Instructions: Describe any information, forms, processes, or procedures that new staff must receive and/or complete prior to beginning work on the project (e.g., project travel policy, Data Use Agreement, Application for Access to Computer Systems, etc.).

5.2 Training Required

The following captures the training needed to ensure that necessary skill levels are available to successfully conduct the project.

Table 4: Training Requirements

Role/Staff Resource	Training Needed	Timeframe Needed	Anticipated Cost	Training Method	Suggested Vendor / Source

Instructions: Complete the table above as follows.

- *Role/Staff Resource – Describe the role as defined in the PMP and identify the expected staff resource(s) by name for each role.*
- *Training Needed – For each staff resource, describe the training needed to close any skill gap and bring the resource to the appropriate competency level.*
- *Timeframe – Describe the timeframe the required training is needed. The PM needs to consider the length of time required for the actual training and when the training needs to be completed.*
- *Anticipated Cost – Develop a cost estimate for training.*

- *Training method – Describe the training method to be employed, for example, lectures, consultations, mentoring, computer assisted training, etc.*
- *Suggested Vendor/Source – Identify potential sources for performing training.*
- *Add rows to the table as necessary*

5.3 Training Schedule

Instructions: Provide a schedule of training activities, which may or may not include actual course information. Show the required tasks in chronological order, with beginning and ending dates of each task, the key person(s) responsible for the task, dependencies, and milestones. If appropriate, tables and/or graphics may be used to present the schedule. Ensure that this information is appropriately integrated into the overall project schedule.

Appendix B: Acronyms

Instructions: Provide a list of acronyms and associated literal translations used within the document. List the acronyms in alphabetical order using a tabular format as depicted below.

Table 6: Acronyms

Acronym	Literal Translation

Appendix C: Glossary

Instructions: Provide clear and concise definitions for terms used in this document that may be unfamiliar to readers of the document. Terms are to be listed in alphabetical order.

Table 7: Glossary

Term	Definition

Appendix D: Referenced Documents

Instructions: Summarize the relationship of this document to other relevant documents. Provide identifying information for all documents used to arrive at and/or referenced within this document (e.g., related and/or companion documents, prerequisite documents, relevant technical documentation, etc.).

Table 8: Referenced Documents

Document Name	Document Location and/or URL	Issuance Date

Appendix E: Approvals

The undersigned acknowledge that they have reviewed the Staffing Management Plan and agree with the information presented within this document. Changes to this Staffing Management Plan will be coordinated with, and approved by, the undersigned, or their designated representatives.

Instructions: List the individuals whose signatures are desired. Examples of such individuals are Business Owner, Project Manager (if identified), and any appropriate stakeholders. Add additional lines for signature as necessary.

Signature: _____ Date: _____

Print Name: _____

Title: _____

Role: _____

Signature: _____ Date: _____

Print Name: _____

Title: _____

Role: _____

Signature: _____ Date: _____

Print Name: _____

Title: _____

Role: _____

Appendix F: Notes to the Author / Template Instructions

This document is a template for creating a Staffing Management Plan for a given investment or project. The final document should be delivered in an electronically searchable format. The Staffing Management Plan should stand on its own with all elements explained and acronyms spelled out for reader/reviewers, including reviewers outside the organization who may not be familiar with organization projects and investments.

This template includes instructions, boilerplate text, and fields. The developer should note that:

- Each section provides instructions or describes the intent, assumptions, and context for content included in that section. Instructional text appears in blue italicized font throughout this template.*
- Instructional text in each section should be replaced with information specific to the particular investment.*
- Some text and tables are provided as boilerplate examples of wording and formats that may be used or modified as appropriate.*

When using this template, follow these steps:

- 1. Table captions and descriptions are to be placed centered, above the table.*
- 2. Modify any boilerplate text, as appropriate, to your specific investment.*
- 3. Do not delete any headings. If the heading is not applicable to the investment, enter “Not Applicable” under the heading.*
- 4. All documents must be compliant with Section 508 requirements.*
- 5. Figure captions and descriptions are to be placed centered, below the figure. All figures must have an associated tag providing appropriate alternative text for Section 508 compliance.*
- 6. Delete this “Notes to the Author / Template Instructions” page and all instructions to the author before finalizing the initial draft of the document.*

Appendix G: Template Revision History

The following table records information regarding changes made to the template over time. This table is for use by the Steering Committee or Project Manager only. To provide information about the controlling and tracking of this artifact, please refer to the Record of Changes section of this document.

Table 9: Template Revision History

Version Number	Date	Author/Owner	Description of Change

Appendix H: Additional Appendices

Instructions: Utilize additional appendices to facilitate ease of use and maintenance of the document. An example of a suggested appendix is a responsibility assignment matrix (RAM).

COST

TSSS believes in establishing a fee that is competitive and fair. This affords us the necessary time and effort to do a quality job while providing you with outstanding service. Our pricing is provided below.

Personnel Category	Hourly Rate
On-Site Manager	\$19.00
Ambassador / Bus Stop Monitor	\$15.00

We believe in taking care of our Texas home first. When Texas companies conduct business with other Texas companies, it elevates the Texas state economy and keeps Texans gainfully employed. Our Texas first philosophy contributes to healthy and happy, safe and secure, Texas communities.

Why TSSS?

Simple! TSSS is the **Best Value** for the County's Ambassador and Bus Stop Monitor Program Contract. Selecting TSSS as your trusted safety consultant will allow the County to put **Texas First!** Our value-added solutions will ensure to a mutually beneficial long-term relationship.

- Texas incorporated C Corporation founded in 2008
- **Richmond, Fort Bend County, TX Headquarters**
- Local Key Personnel living in Richmond, Fort Bend County, TX and Houston, TX
- Texas DBE, MBE & SBE Prime Contractor
- Experience working for Texas Transit Agencies - Houston Metro, MV Transportation, and Texas Central Railroad
- National Safety Council (NSC) Certified Training Center - First Aid/CPR/AED
- Full-service transit safety and security firm - comprehensive value-added services available

OVERALL COMPLETENESS OF PROPOSAL

Proof of Insurance & Required Forms

TSSS has included the following required information in this section of the proposal:

- Vendor Form
- W-9 Form
- Tax Form/Debt/Residence Certification
- Required Proof of Insurance
- Houston DBE & MBE Certificates
- Houston SBE Certificate

Thank you for the opportunity. We look forward to serving Fort Bend County, TX!



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Debbie Kaminski, CPPB
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Transit Safety & Security Solutions, Inc.	
Business Name (if different from legal name)		
Federal ID # or S.S. #	26-2022194	DUNS # 016586102
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____	
Remittance Address	9222 S. Peoria St.	
City/State/Zip	Chicago, IL 60620	
Physical Address	6011 Will Point Lane	
City/State/Zip	Richmond, TX 77469	
Phone/Fax Number	Phone: <u>888.898.3394 x704</u> Fax: <u>888.898.3394</u>	
Contact Person	Alicia Lombardo, Chief of Business Operations	
E-mail	alombardo@transitsafety.solutions	
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input checked="" type="checkbox"/> Certification # <u>14-10-12706</u> SBE-Small Business Enterprise <input checked="" type="checkbox"/> Certification # <u>N/A - Houston Metro</u> HUB -Texas Historically Underutilized Business _____ Certification # _____ WBE-Women's Business Enterprise _____ Certification # _____	
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 <input checked="" type="checkbox"/>
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____
	>\$22,400,000 _____	
NAICs codes (Please enter all that apply)	NAICS 541614 Transportation Management Consulting Services NAICS 541690 Other Scientific and Technical Consulting Services - Safety Consulting Services, Security Consulting Services	
Signature of Authorized Representative		
Printed Name	Jean Claude Aurel, Jr.	
Title	President/CEO	
Date	February 25, 2019	

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE



CITY OF HOUSTON
OFFICE
of
BUSINESS OPPORTUNITY

Sylvester Turner

Mayor

Carlecia D. Wright
Director
P.O. Box 1562
Houston, Texas 77251-1562
T. 832.393.0600
F. 832.393.0645
www.houstontx.gov

December 27, 2018

Jean Claude Aurel
Transit Safety & Security Solutions, Inc.
9222 S. PEORIA STREET
CHICAGO, IL 60620-2725

Certification # 18-12-12706

Dear Jean Claude Aurel:

CONGRATULATIONS! Your application for certification as a City of Houston **Disadvantaged Business Enterprise (DBE)** is approved. The approval is contingent upon your firm maintaining certification eligibility and cooperation with the annual update process on each anniversary date.

We have certified **Transit Safety & Security Solutions, Inc.**, only for **Safety and Security Consulting**. You are being listed in the Directory of certified M/W/S/DBE, in the following Directory Capability listing:

NAICS: NAICS 541690: SECURITY CONSULTING SERVICES

The certification covers only the company, that is listed in this letter and on the attached certificate, not any other company with which you may be associated, and only for those specific functions mentioned herein.

Now that you are certified, the adventure begins. You will also receive emails on upcoming contracting opportunities, networking events, and free training. Check our website at www.houstontx.gov/obo/index.html for valuable resource information.

Here is important information that you need to know:

Each year, one month prior to the anniversary date of your certification, you will receive instructions on how to complete the Annual Update Form and Affidavit. This form must be completed and returned along with a signed copy your Business Income Tax (Form 1120, 1065 or 1040 All Schedules including Schedule C). Please note that for Tax Returns not yet filed under an extension of time to file, a copy of the extension will suffice. If you do not complete and return the above items, your certification may be revoked.

Also, failure to report company changes to us such as (ownership changes, address, phone number, business structure changes, etc.), or any subsequently discovered material misrepresentation in the certification application or in the execution of a contract, will be reason for revocation of certification for up to a five-year period.

It is your responsibility to periodically monitor the online M/W/S/DBE Directory at

<https://houston.mwdbe.com/VendorSearch.asp> to ensure the accuracy of your contact information and profile. Attached is a copy of your firm's certification profile. If there are any changes to your firm's contact information (name, address, phone, fax, email), please contact our office immediately at (832) 393-0600 so that the appropriate adjustments can be made.

I want to emphasize several important facts for your consideration:

First, we are here to assist you with any question or problems about how the City's M/W/S/DBE program works. We are also here to assist you with any problems on a City contract.

Second, never allow a company to submit your name unless you will, through your own efforts, be doing the work. The following practices are violations of the City's M/W/S/DBE program and will result in the revocation of certification for a five-year period.

1. Allowing your company's name to be submitted toward satisfying the M/W/S/DBE goal for a scope of work for which you are not certified;
2. Brokering or passing-through supply orders, wherein your contract includes dollars for supplies which you would only order from distributor or manufacturer;
3. Hiring members of the prime contractor's workforce;
4. Allowing your company's name to be submitted toward satisfying the M/W/S/DBE goal, but not actually performing, through your own workforce, the exact scope of work submitted in the prime's contract documents;
5. Requesting or allowing the prime contractor to "advance" dollars or otherwise meet payroll for your employees.

Third, after you sign a Letter of Intent or contract with a prime contractor to provide services or supplies on a City contract, should you experience ANY problems with actually getting or completing the contract, or being paid, please call us immediately to file a complaint. We cannot know whether you have actually been given the contract, or working on a project as reported to City Council, unless you tell us.

Fourth, the M/W/S/DBE Directory is available online at www.houstontx.gov. It is used internally by City Procurement Representation, externally by prime contractors and vendors as they attempt to meet M/W/S/DBE goals assigned to City contracts. Our directory is also used by several other agencies and corporations in their search for legitimate M/W/S/DBE companies. You must maintain an accurate mailing address, a working telephone number, and a person or device for accepting your messages. It is essential that you return solicitation calls immediately. The accomplishment of the spirit and intent of our program is seriously affected when MWBE's cannot be reached. Those interested in contracting must be able to reach you quickly and consistently.

Fifth, please notify us immediately if you are ever, by action or inaction, discouraged from bidding on any City project, by a prime contractor or subcontractor, or any employee of the City. Our program requires that all information on a contract be given to you in a time frame, which will give you an opportunity to develop your bid.

Sixth, your certification has value, so your Certification Number should be guarded carefully. We suggest that you not give your Certification Number to people who call and those who express an interest in doing business with you. Rather, we suggest you wait until your bid is accepted and you have a contract or signed Letter of Intent before releasing your Certification Number. They may call us for verification.

Seventh, Be advised that the percentage of M/W/S/DBE goal credit for Material Supply will depend on the method used on each particular project. If you do not alter the product or use your firm's storage facilities/distribution equipment, then the M/W/S/DBE goal credit will be reduced.

The City M/W/S/DBE program's focus is to open the competitive process, and to afford you an opportunity to actually perform work or provide services/goods related to City taxpayers' projects. This program is working! Our FY 2015 figures are among the highest in the nation--\$288.0 million earned by minority and women owned

companies. We hope that in next year's figures we can count contracts you have received.

Finally, be sure to register as a vendor. All suppliers and contractors interested in registering with the City of Houston and/or bidding on products and services procured by the City of Houston, must first register with the City's Strategic Procurement Division for an online web account by accessing the following web-link:
http://purchasing.houstontx.gov/registration_form.aspx

Once a user name and a password are obtained, you may then proceed to place bids, update your company profile and complete and submit a Supplier Registration Form to enroll on the City of Houston's registered supplier list. New supplier registration is incomplete until an IRS W-9 form is sent via email to houstonpurchasing@houstontx.gov. The information on this form must be the same as listed on the request for Taxpayer Identification Number as required by the Internal Revenue Service.

Again, congratulations. We welcome your participation, and wish you every success.

Very truly yours,



Carlecia D. Wright, Director
Office of Business Opportunity

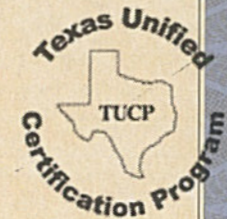
Please note: If you received this approval letter due to the completion of your firm's ACDBE/DBE annual certification update and you have also received a proposed ACDBE/DBE decertification notification, this approval letter does not void or overrule that notification.



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



Transit Safety & Security Solutions, Inc.

is duly certified as a

Disadvantaged Business Enterprise (DBE)

Certified Categories:

Certification Number: 18-12-12706

NAICS 541690: SECURITY CONSULTING SERVICES

Carlecia D. Wright

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdbec.com/?TN=houston>.

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CITY OF HOUSTON
OFFICE
of
BUSINESS OPPORTUNITY

Sylvester Turner

Mayor

Carlecia D. Wright
Director
P.O. Box 1562
Houston, Texas 77251-1562
T. 832.393.0600
F. 832.393.0645
www.houstontx.gov

December 27, 2018

Jean Claude Aurel
Transit Safety & Security Solutions, Inc.
9222 S. PEORIA STREET
CHICAGO, IL 60620-2725

Certification # 18-12-12706

Dear Jean Claude Aurel:

CONGRATULATIONS! Your application for certification as a City of Houston **Minority Business Enterprise (MBE)** is approved for a three year period thru October 31, 2020. The approval is contingent upon your firm maintaining certification eligibility throughout the three year period. Your firm will be required to complete a three year cycle review form to be considered for certification eligibility beyond the three year period. We will provide you with notification to submit the three year cycle review form prior to your firm's three year expiration date.

We have certified **Transit Safety & Security Solutions, Inc.**, only for **Safety and Security Consulting**. You are being listed in the Directory of certified M/W/S/DBE, in the following Directory Capability listing:

NAICS: NAICS 541690: SECURITY CONSULTING SERVICES

The certification covers only the company, that is listed in this letter and on the attached certificate, not any other company with which you may be associated, and only for those specific functions mentioned herein.

Now that you are certified, the adventure begins. You will also receive emails on upcoming contracting opportunities, networking events, and free training. Check our website at www.houstontx.gov/obo/index.html for valuable resource information.

Here is important information that you need to know:

Two months prior to the expiration date of your certification, you will receive instructions on how to complete the Three year cycle Update Form and Affidavit. This form must be completed and returned along with signed copies of your Business Income Tax (Form 1120, 1065 or 1040 All Schedules including Schedule C) for the past three years. Please note that for Tax Returns not yet filed under an extension of time to file, a copy of the extension will suffice. If you do not complete and return the above items, your certification may be revoked.

Also, failure to report company changes to us such as (ownership changes, address, phone number, business structure changes, etc.), or any subsequently discovered material misrepresentation in the certification application or in the execution of a contract, will be reason for revocation of certification for up to a five-year

period.

It is your responsibility to periodically monitor the online M/W/S/DBE Directory at <https://houston.mwdbe.com/VendorSearch.asp> to ensure the accuracy of your contact information and profile. Attached is a copy of your firm's certification profile. If there are any changes to your firm's contact information (name, address, phone, fax, email), please contact our office immediately at (832) 393-0600 so that the appropriate adjustments can be made.

I want to emphasize several important facts for your consideration:

First, we are here to assist you with any questions you may have about how the City's M/W/S/DBE program works, and also provide you with assistance with any challenges you may have on a City contract.

Second, never allow a company to submit your name unless you will, through your own efforts, be doing the work. The following practices are violations of the City's M/W/S/DBE program and may result in the revocation of certification for up to a five-year period:

1. Allowing your company's name to be submitted toward satisfying the M/W/S/DBE goal for a scope of work for which you are not certified;
2. Serving as a pass-through by allowing your company's name to be submitted toward satisfying the M/W/S/DBE goal, but not actually performing, with your own workforce, the exact scope of work represented in the prime's contract documents;
3. Hiring members of the prime contractor's workforce;
4. Requesting or allowing the prime contractor to "advance" dollars or otherwise meet payroll for your employees.
5. OBO discovers that the firm provided false or misleading information for the purpose of certification during the original application process or as part of the certification update.

Third, after you sign a Letter of Intent or contract with a prime contractor to provide services or supplies on a City contract, should you experience ANY problems with actually getting or completing the contract, or being paid, please call us immediately to file a complaint. We cannot know whether you have actually been given the contract, or working on a project as reported to City Council, unless you tell us.

Fourth, the M/W/S/DBE Directory is available online at www.houstontx.gov. It is used internally by City procurement staff and externally by prime contractors and vendors to identify certified firms as they attempt to meet M/W/S/DBE goals assigned to City contracts. Our directory is also used by several other agencies and corporations in their search for confirmed M/W/S/DBE companies. You must maintain an accurate mailing address, a working telephone number with means to leave a message, and a valid email address. It is essential that you return solicitation calls immediately. The accomplishment of the spirit and intent of our program is seriously affected when MWBE's cannot be reached. Those interested in contracting with you must be able to reach you quickly and consistently.

Fifth, please notify us immediately if you are ever, by action or inaction, discouraged from bidding on any City project, by a prime contractor or subcontractor, or any employee of the City. Our program requires that all information on a contract be given to you in a time frame, which will give you an opportunity to develop your bid.

Sixth, your certification has value, so your Certification Number should be guarded carefully. We suggest that you not give your Certification Number to people who call and those who express an interest in doing business with you. Rather, we suggest you wait until your bid is accepted and you have a contract or signed Letter of Intent before releasing your Certification Number. OBO may be called to verify the validity of your certification.

Seventh, be advised that the percentage of M/W/S/DBE goal credit for Material Supply will depend on whether your company meets the commercially useful function requirements for material supplier credit.

Eighth, the expiration date, which appears on this Certification letter, attached Certificate, or other related documentation will be superseded by a graduation date, should your firm be designated as an Established Business.

The City M/W/S/DBE program's focus is to open the competitive process, and to afford you an opportunity to actually perform work or provide services/goods related to City taxpayers' projects. This program is working! Our FY 2015 figures are among the highest in the nation--\$288.0 million earned by minority and women owned companies. We hope that in next year's figures we can count contracts you have received.

Finally, be sure to register as a vendor. All suppliers and contractors interested in registering with the City of Houston and/or bidding on products and services procured by the City of Houston, must first register with the City's Strategic Procurement Division for an online web account by accessing the following web-link:
http://purchasing.houstontx.gov/registration_form.aspx.

Once a user name and a password are obtained, you may then proceed to place bids, update your company profile and complete and submit a Supplier Registration Form to enroll on the City of Houston's registered supplier list. New supplier registration is incomplete until an IRS W-9 form is sent via email to houstonpurchasing@houstontx.gov. The information on this form must be the same as listed on the request for Taxpayer Identification Number as required by the Internal Revenue Service.

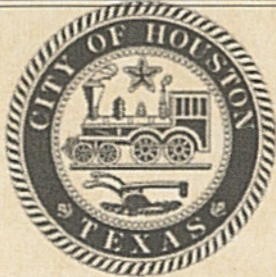
Again, congratulations. We welcome your participation, and wish you every success.

Very truly yours,



Carlecia D. Wright, Director
Office of Business Opportunity

Please note: If you received this approval letter due to the completion of your firm's MWSBE or PDBE 3 year certification update and you have also received an established business notification, graduation notification and/or a proposed MWSBE or PDBE decertification notification, this approval letter does not void or overrule any of those notifications.



Sylvester Turner,
Mayor



CITY OF HOUSTON

Office of Business Opportunity

Transit Safety & Security Solutions, Inc.

is duly certified as a

Minority Business Enterprise (MBE)

Certified Categories:

Certification Number: 18-12-12706

NAICS 541690: SECURITY CONSULTING SERVICES

Carecia D. Wright

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdbecom/?TN=houston>.

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Business & Contact Information

Business Name **Transit Safety & Security Solutions, Inc.**
Owner **Jean Claude Aurel**
Address **6011 WILL POINT LN.**
 > [Map This Address](#) **Richmond, TX 77469**
Phone **888-898-3394 Ext. 705**
Fax **888-898-3394**
Email **sgrady@transitsafety.solutions**
Website **<http://www.transitsafetyandsecurity.com>**



2015 APTA AWARD WINNER



Board of Directors

Carrin F. Patman
Chair

Jim Robinson
First Vice-Chair

Cindy Siegel
Second Vice-Chair

Troi Taylor
Secretary

Lisa Castañeda

Don Elder, Jr.

Lex Frieden

Sanjay Ramabhadran
(Ram)

Christof Spieler

President & Chief Executive Officer

Thomas C. Lambert

July 7, 2017

Jean Aurel, Jr
Transit Safety & Security Solutions, Inc.
2600 Glencoe
Denver, CO 80207

Certification Number: 825 **Certificate Expires:** July 7, 2020

Dear Jean Aurel, Jr:

We are pleased to inform you that Transit Safety & Security Solutions, Inc. has been certified as a Small Business Enterprise (SBE) by the Office of Small Business. Your application approval is solely based on your current Disadvantaged Business Enterprise (DBE) certification status. In order to continue as an active SBE firm with METRO, you are required to remain compliant with your DBE annual updates. Your firm must demonstrate proof of your current DBE or federal status from one of the following agencies listed below:

- City of Houston, Office of Business Opportunity
- City of Austin, Small Business Development
- Corpus Christi Regional Transportation Authority
- North Central Texas Certification Agency
- South Central Texas Certification Agency
- Texas Department of Transportation
- Unified Certification Program (Out of State DBE)
- Small Business Administration 8 (a) Certification

This Small Business Enterprise (SBE) certification is valid until July 7, 2020. After three years, your business is required to apply for certification in order to remain certified by METRO.

You must notify the Office of Small Business of any changes in ownership or control of your firm, if your firm is not renewed as a DBE or removed from the DBE directory, and any other matters or facts affecting your firm's eligibility for certification. METRO may commence action to remove the eligibility for Transit Safety & Security Solutions, Inc. for failure to notify us of any changes affecting your firm's certification or if your firm otherwise fails to cooperate with METRO in any inquiry or investigation. Removal of eligibility may also be commenced if your firm is found to be involved in bidding or contractual irregularities or Small Business Program non-compliance.

Transit Safety & Security Solutions, Inc. will be listed in the METRO Directory of Small Business Enterprise (SBE) in the specialty area (s) listed on page 2. The Directory can be accessed via the internet at <http://www.ridemetro.sdbde.com/>. Your firm's participation on METRO contracts will be credited in accordance to SBE/DBE policy and procedures.

Thank you for your continued interest in the Office of Small Business programs.

Sincerely,

Kimberly J. Williams, J.D.
Deputy Chief Procurement Officer
Office of Procurement

Metropolitan Transit Authority of Harris County, Texas

1900 Main • P.O. Box 61429 • Houston, Texas 77208-1429

713-635-4000 • RideMETRO.org

This firm is Certified under the following commodity codes/area(s) of specialty:
NAICS 541614: TRANSPORTATION MANAGEMENT CONSULTING SERVICES
NAICS 541690: OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES
NAICS 541690: SECURITY CONSULTING SERVICES



Transit Safety & Security Solutions, Inc.

6011 Will Point Lane
Richmond, TX 77469

P/F 888.898.3394
info@transitsafety.solutions

**CERTIFICATION
OF
RESTRICTIONS ON LOBBYING**
(Required for contracts over \$100,000.)

I, Jean Claude Aurel, Jr., President & CEO, hereby certify on behalf of
(Name) (Title)
the Transit Safety & Security Solutions, Inc., that:
(Company Name)

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement, contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL: "Disclosure of Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 49 CFR Part 20.110.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The undersigned understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 49 CFR Part 20.110. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 21st day of May, 2019.

Signed: *Jean Claude Aurel, Jr.*
Jean Claude Aurel, Jr. (May 21, 2019)

Printed Name: Jean Claude Aurel, Jr.

Company Name: Transit Safety & Security Solutions, Inc.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See following page for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <u>Jean Claude Aurel, Jr.</u></p> <p>Print Name: <u>Jean Claude Aurel, Jr.</u></p> <p>Title: <u>President & CEO</u></p> <p>Telephone No.: <u>888.898.3394 x700</u> Date: <u>5/21/19</u></p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



FORT BEND COUNTY PUBLIC TRANSPORTATION Intent to Perform as a DBE Contractor/DBE Subcontractor

IFB/RFP/SOQ # 19-047 - Ambassador and Bus Stop Monitor Program for Fort Bend County Public Transportation

Note: In accordance with 49 CFR (Code of Federal Regulations) Part 26, DBE firms participating in Fort Bend County's DBE Program must have "current" certification status with a TUCP Certifying Agency by the due date established for this IFB/RFP/SOQ.

1. TO: Transit Safety & Security Solutions, Inc. (Prime Contractor)

2. The undersigned is either currently certified under the Texas Unified Certification Program (TUCP) as a DBE or will be at the time this solicitation is due and asserts that said qualification is met with the ethnic code A - African-American Male.

Ethnic Code: A) African-American Male B) African-American Female C) Asian-Indian Male D) Asian-Indian Female
E) Asian-Pacific Male G) Asian-Pacific Female H) Hispanic Male I) Hispanic Female J) Native American Male
K) Native American Female L) White Female M) Other

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3. The undersigned is prepared to perform the following described work with their own workforce and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both):

TSSS will provide personnel, management, and oversight of a passenger assistance service for its Public Transit vehicles.

and at the following price \$ 1,600,000.00 and/or 100 % of the total contract amount (should be the same \$ or % found on Subcontractor Participation Form).

With respect to the proposed subcontract described above, the undersigned DBE anticipates that 0 % of the dollar value of this subcontract will be sublet and/or awarded to other contractors. Any and all subcontractors that a DBE subcontractor uses must also be listed on the Subcontractor Participation Form and must be DBE certified. TSSS will perform 100% of the above services and dollar value of this contract as a TX DBE Prime Contractor.

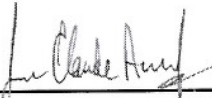
N/A - no subcontractors - TSSS is DBE Prime
(Name of DBE Subcontractor)

(Signature of Authorized Representative)

(Phone Number)

(Date Signed)

Transit Safety & Security Solutions, Inc.
(Name of Offeror/Prime Contractor)



(Signature of Authorized Representative)

888.898.3394 x700
(Phone Number)

5/22/19
(Date Signed)

I. GENERAL:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA's current fiscal year Certifications and Assurances (for fiscal year: **2019**), and shall download the same at: <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

A. Access to Third Party Contract Records (ALL)

As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

B. Interest of Members of or Delegates to Congress (ALL)

The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

C. Prohibited Interest (ALL)

The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

D. Cargo Preference - Use of United States-Flag Vessels (property transported on ocean vessels)

The vendor agrees: a. to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).

E. Energy Conservation (ALL)

The vendor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

F. No Obligation by the Federal Government. (ALL)

The Purchaser and vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract).

G. Program Fraud and False or Fraudulent Statements or Related Acts (ALL)

The vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

H. Contract Work Hours (all over 100K)

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall include the clauses set forth in this section and require the same from subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these clauses.

(5) **Payrolls and basic records** - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

I. Civil Rights (over 10K)

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

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age. and comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. and to comply with any implementing requirements FTA may issue.

J. Incorporation of Federal Transit Administration (FTA) Terms (ALL)

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

K. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes) (ALL)

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

L. Right of the State Government to Terminate (ALL)

Upon written notice, the VENDOR agrees that the State Government may suspend or terminate all or any part of State assistance if terms of the project agreement are violated, if the State Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of State assistance for the Project, if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the State Government determines that State assistance has been willfully misused by failing to make appropriate use of Project property. Termination of State assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The State Government reserves the right to require the refund of the entire amount of State assistance provided for the Project or a lesser amount.

M. Disputes, Breaches, Defaults, or Other Litigation (over 150K)

The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to FTA. The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.

b. Federal Interest in Recovery. The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.

c. Enforcement. The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

d. FTA Concurrence. The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.

e. Alternative Dispute Resolution. The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

f. Agency Process.

Transit agency enters dispute resolution process here.

N. Fly America (foreign air transport or travel)

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

O. Recycled Products (all products)

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

P. Access for Individuals with Disabilities (ALL)

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

Q. Debarment and Suspension (over 25K)

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

R. Clean Water & Air (over 150K)

The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. The vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA and the EPA.

S. Non-Lobbying (over 150K)

The undersigned certifies to the best of his or her knowledge and belief that:


1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

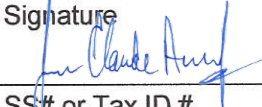
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

T. Lobbying and Disclosure Certification

Name of Company Transit Safety & Security Solutions, Inc.	Printed Name of Person Completing Form Jean Claude Aurel, Jr.
Date June 3, 2019	Signature 

U. CERTIFICATION TO PURCHASER:

- A. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.
- B. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company Transit Safety & Security Solutions, Inc.	Address 6011 Will Point Lane, Richmond, TX 77469
	Printed Name of Person Completing Form Jean Claude Aurel, Jr.
Telephone 888.898.3394 x700	Signature 
Date June 3, 2019	SS# or Tax ID # 26-2022194
Description of Commodity or Service Ambassador & Bus Stop Monitor Program for Fort Bend County Public Transportation To provide personnel, management, and oversight of a passenger assistance service for its Public Transit vehicles.	
Disadvantaged Business Enterprise Information	Type of Organization (circle)
TX UCP DBE & SBE	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Proprietorship
Is your firm a DBE? <input checked="" type="checkbox"/> (yes) <input type="checkbox"/> (no)	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership
If yes, what type? African American Male	<input type="checkbox"/> Limited Proprietorship

V. Disadvantaged Business Enterprises (DBE) Certification (Transit Vehicle Manufacturer or TVM)

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal.

Name of manufacturer of vehicle(s) to be delivered: N/A

W. Disadvantage Business Enterprise (DBE) Race-Neutral Required Clauses (Non-TVM):

The DBE rules set forth in 49 CFR Part 26 apply to all contracts funded in whole or in part with Federal DOT funds. Contracts and subcontracts must contain the clauses listed in 49 CFR 26.13 and 49 CFR 26.29. Sub-recipients with contracts that contain a DBE goal must coordinate with their PTC in order to ensure solicitations and contracts comply with DBE requirements.

49 CFR 26.13 -- What assurances must recipients and contractors make?

Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible."

49 CFR 26.29 -- What Prompt Payment Mechanisms Must Recipients Have?

Grantees must establish a contract clause requiring prime contractors to pay subcontractors for satisfactory performance no later than 30 days from receipt of each payment the grantee makes to the prime contractor. This clause must require the prompt return of retainage payments from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. For more information on these please review 49 CFR 26.29 and the FTA Best Practice Procurement Manual.

X. Altoona Test Certification (for rolling stock purchases) (Check one of the following):

- The vehicle has been Altoona tested, report number: N/A
- The vehicle is exempt from testing IAW 49 CFR 665.
- The vehicle is currently being tested at Altoona.

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

Y. Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

FMVSS Certification N/A

Name of Company	Printed Name of Person Completing Form
Date	Signature

Z. Buy America (Check where applicable): (over \$150K rolling stock, construction, materials)

- The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods or rolling stock.
- The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Buy America Certification N/A

Name of Company	Printed Name of Person Completing Form
Date	Signature

II. SPECIAL PROJECT TYPE PROVISIONS - the following addenda are attached and endorsed as appropriate:

- A. Construction or Architectural & Engineering Projects
- B. Transit Operations or Management Projects
- C. Intelligent Transportation System or Research & Development N/A



FORT BEND COUNTY PUBLIC TRANSPORTATION SUBCONTRACTOR PARTICIPATION

Instructions: The Offeror shall complete this form by listing 1) Names of all proposed subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE or non-DBE, 5) % or \$ amount of Total Contract. Those subcontractors which are listed on this form as DBEs must have current certification as a DBE with a participating TUCP certifying agency. The DBE certification must be complete by the time the proposals are submitted. Additionally, those subcontractors which are listed on this form as DBEs must complete an Intent to Perform as a DBE Subcontractor agreeing to the information listed here.

Name of Prime Contractor (Offeror): Transit Safety & Security Solutions, Inc.

Project Name: Ambassador and Bus Stop Monitor Program for Fort Bend County Public Transportation

IFB/RFP/SOQ Number: 19-047

1) Name of Subcontractor	2) Address, Telephone Number (Including name of contact person)	3) Description of Work, Services Provided. Where applicable, specify "Supply" or "Install" or both.	4) DBE or non- DBE	5) % or \$ amount of Total Contract
N/A - none				

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This schedule must be completed as instructed above and include every subcontractor proposed on this project.

The undersigned will enter into a formal agreement with DBE contractors for work listed in this schedule upon execution of a contract with Fort Bend County Public Transportation. The contractor agrees to the terms of this schedule by signing below and submitting the Intent to Perform as completed by the DBE subcontractors. If you are a DBE contractor, you also certify that no more than 70% of the work for this project will be subcontracted.

Jean Claude Aurel, Jr.
Jean Claude Aurel, Jr. (May 21, 2019)

Signature of Authorized Representative of Offeror

5/21/19

Date Signed

**CERTIFICATION REGARDING GOVERNMENT-WIDE DEBARMENT AND
SUSPENSION (NONPROCUREMENT)**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Bidder/Offeror is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Bidder/Offeror is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Fort Bend County (agency name). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Fort Bend County (agency name), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DATE 5/21/19

SIGNATURE *Jean Claude Aurel, Jr.*
Jean Claude Aurel, Jr. (May 21, 2019)

COMPANY Transit Safety & Security Solutions, Inc.

NAME Jean Claude Aurel, Jr.

TITLE President & CEO

VENDOR PAYMENT REPORT

Fort Bend County Public Transportation Department

DBELO 12550 Emily Court Sugarland, TX 77478 (281) 633-7433 Fax (281) 243-6715	Contract Number Date of Contract Award Original Contract Amount Contract Modifications Amended Contract Amount Date of Work Authorization	Contractor's Name Contact Person Address City, State, Zip Phone	Transit Safety & Security Solutions, Inc. Sherri Grady, Business Manager 9222 S. Peoria St. Chicago, IL 60620 888.898.3394 x705 sgrady@transitsafety.solutions
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Total Invoiced to Date	\$0.00	Total Payments	\$0.00	Balance	\$0.00
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Instructions: All prime contractors are required to complete and submit this report as specified in the contract, or as requested, until final payment of the contract. Failure to comply with Fort Bend County's DBE provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with Fort Bend County Public Transportation in the future per the procedures set forth in Fort Bend County's DBE Program. This report must be submitted with each invoice to record the payments made to subcontractors/DBEs.

Name of DBE/Subcontractor	Description of Work	Subcontract Dollars	% of Contract	Total Payments to Date	Remaining Balance
TSSS agrees to complete and submit this report with each invoice upon contract award.					
TOTALS		\$0.00	0.00%	\$0.00	\$0.00

By completing this from, the Contractor acknowledges Fort Bend County's prompt payment policy which requires the Contractor to pay all subcontractors within 30 days of receiving payment from Fort Bend County.

Jean Claude Aurel, Jr., President & CEO <small>Jean Claude Aurel, Jr. (May 21, 2019)</small>	 5/21/19
Name/Title	Signature
	Date

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Transit Safety & Security Solutions, Inc.
 Richmond, TX United States

Certificate Number:
 2019-500692

Date Filed:
 06/05/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:
 06/25/2019

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R19-047
 Ambassador Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Aurel, Jr., Jean Claude	Richmond, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)