ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO:
DIAMOND TRANSPORTATION SERVICES,
INC.
7311 - B HIGHLAND STREET
SPRINGFIELD, VA 22201

DATE ISSUED: MARCH 1, 2011

CURRENT REFERENCE NO: 109-11-1

PARATRANSIT TRANSPORTATION SERVICES

PRIOR REFERENCE NO: 114-10-1

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective APRIL 1 2011 and expires on MARCH 31, 2012.

This is the FIFTH year award notice of a possible SIX year contract.

The contract documents consist of the terms, conditions, and specifications of AGREEMENT No. 32-07-1 including any exhibits, attachments or amendments thereto.

CONTRACT PRICING:

1) REFER TO AGREEMENT NO. 32-07-1 AND AMENDED EXHIBIT B
2) PRICE ADJUSTMENTS FOR ENSUING CONTRACT YEARS SHALL NOT EXCEED THE PERCENTAGE OF ANNUAL CHANGES IN THE US DEPARTMENT OF LABOR, CPI INDEX, PRIVATE TRANSPORTATION, UNADJUSTED, WASHINGTON-BALTIMORE, DC-MD-VA-WV

ATTACHMENTS:

AGREEMENT NO. 32-07-1
AMENDED EXHIBIT B

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: ROBERT WERTH
EMAIL ADDRESS: rmws264@aol.com
VENDOR TEL. NO.: 703-912-7606
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 703-912-7608
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1274700
COUNTY CONTACT: KELLY MACKINNON
COUNTY TEL. NO.: 703-228-7547

CONTRACT AUTHORIZATION
LYVETTE GONZALEZ
PROCUREMENT OFFICER

DISTRIBUTION

VENDOR: 1

DATE 3/11/11
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 32-07-1

THIS AGREEMENT is made, on the date of execution by the County, between
Diamond Transportation Services, Inc., 7311 Highland Street, Springfield,
Virginia 22150 ("Contractor"), a Virginia corporation authorized to do
business in the Commonwealth of Virginia, and the County Board of Arlington
County, Virginia ("County"). The County and the Contractor, for the
consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of
Services), and Exhibit B (Contract Rates and Fees). Where the terms and
provisions of this Agreement vary from the terms and provisions of the other
Contract Documents, the terms and provisions of this Agreement shall prevail
over the other Contract Documents.

The Contract Documents set forth the entire Agreement between the County and
the Contractor. The County and the Contractor agree that no representative
or agent of either of them has made any representation or promise with
respect to this Agreement which is not contained in the Contract Documents,
and that all terms and conditions with respect to this Agreement are
expressly contained herein. The Contract Documents shall constitute the
Contract.

SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract
Documents (alternatively, the "Work"). The primary purpose of the Work is to
provide curb to curb transportation services for the operation of paratransit
services utilizing wheelchair accessible vehicles for non-ambulatory and
vans, sedans, or taxicabs for ambulatory service in the Washington
Metropolitan Area, primarily in the Northern Virginia area. The Contract
Documents set forth the minimum Work estimated by the County and the
Contractor to be necessary to complete the Work; however it is not a
guarantee of the amount of work. It shall be the Contractor's
responsibility, at the Contractor's sole cost, to provide the specific
services set forth in the Contract Documents and sufficient services to
fulfill the purposes of the Work. Nothing in the Contract Documents shall be
construed to limit the Contractor's responsibility to manage the details and
execution of its Work.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to
the review and approval of the County Project Officer or designee. However,
it shall be the responsibility of the Contractor to manage the details of the
execution and performance of its Work under this Contract.

Agreement 32-07-1
-1-
CONTRACT TERM
Work under this Agreement will commence upon the execution of the Agreement by the County and will continue until February 28, 2008 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of a Notice of Award, authorize continued operations of the Contractor under the same contract unit prices for not more than five additional twelve (12) month periods from March 1, 2008 to February 28, 2013 (Each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

CONTRACT AMOUNT
This is a cost-reimbursement contract. The Contractor shall be paid in accordance with the prices shown in Exhibit B for up to a maximum of $800,000 per year, subject to increases and decreases as set forth in the Contract Documents. The unit prices include all of Contractor's costs and fees (profit). The Contract Amount is based on reimbursement to the Contractor as provided Exhibit B.

The add-on amounts as outlined in this contract shall be subject to annual adjustment in accordance with the provisions of this Agreement.

PAYMENT
Payment will be made monthly in arrears by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for Work done which is reasonable and allocable to the Agreement and which has been performed to the satisfaction of the Project Officer.

ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and paid for by the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.

REIMBURSABLE EXPENSES
No reimbursable expenses are allowed under this Agreement. The Contract Amount includes all costs of providing the services described in this Agreement to the County.

ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

COUNTY EMPLOYEES
No employee of Arlington County, Virginia shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom which is not available to the general public.
EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Arlington County Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, Agreement 32-07-1

-3-
liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

COUNTY PURCHASE ORDER REQUIREMENT
County purchases of goods over $2,000.00 per transaction and purchases of services over $500 per transaction are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over $2,000 per transaction or purchases of services over $500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

FAILURE TO DELIVER
In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

LIABILITY
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.
The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

ASSIGNMENT
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

IMMIGRATION REFORM AND CONTROL ACT OF 1986
The Contractor certifies that it does not, and will not during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under said Contract.

RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for contractual disputes, administrative appeals, and protests are available upon request from the Office of the Purchasing Agent.
ARBITION
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

CONFIDENTIALITY AND RETURN OF RECORDS
The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

The Contractor agrees to include the provisions of this section as part of any Contract or Agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

Agreement 32-07-1
-6-
The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

AUDIT
The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

PROJECT STAFF
The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor.

SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

CONTRACT EXTENSION WITH PRICE ADJUSTMENTS
This is a Contract with a Contract Term of one year. The Contract unit price(s) shall remain firm for the first twelve (12) months of the Contract Term. The Contract unit price(s) for each ensuing Contract year, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall not exceed the percentage of Annual change in the U.S. Department of Labor, Consumer Price Index, Private Transportation, Unadjusted, Washington-Baltimore, DC-MD-VA-WV.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the initial Contract Term or the end of ensuing renewal term or terms, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the ensuing renewal term or terms.
PAYMENT TERMS
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

NONAPPROPRIATION
All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

Agreement 32-07-1
-8-
TERMINATION FOR DEFAULT
The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure the default within the fifteen (15) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination. However, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.

Except as otherwise directed by the County, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the County), the Contractor shall stop Work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.
After receipt of a notice of termination and except as otherwise directed the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

**REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)**
During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this Contract.

**INSURANCE REQUIREMENTS**
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

Commercial General Liability - $1,000,000 combined single limit coverage with $1,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - A thirty (30) day notice of cancellation or nonrenewal in writing shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to the County Purchasing Agent.
Contract Identification - The insurance certificate shall state this Contract's number and title.

Business Automobile Liability -- $500,000 Combined Single Limit (Owned, non-owned and hired).

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County.

NONEXCLUSIVITY OF REMEDIES
All remedies available to the County under this contract are cumulative and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgement or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.
WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT
DATE: April 3, 2007

Diamond Transportation Services, Inc.
TAXPAYER ID NUMBER: 54-1274700

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: Robert Werth, President
DATE: 4-03-07
AGREEMENT 31-02-1
EXHIBIT A
SCOPE OF SERVICES

SECTION I: GENERAL SERVICES

The Contractor shall provide curb to curb transportation services for the operation of paratransit services utilizing wheelchair accessible vehicles such as vans, sedans, and/or taxicabs for ambulatory and non-ambulatory services in the service area described above.

The Arlington STAR call center will assign trips based on cost, availability of vehicles, performance of Contractor, and other evaluation criteria. Shared-ride trips and consecutively scheduled trips (tours) shall be provided to the Contractor(s) via a printed manifest via fax, email or website. The Contractor(s) may suggest improved scheduling solutions to the Arlington STAR call center staff.

Actual trip performance information shall be returned to the STAR call center on a daily basis, utilizing a system and forms provided by the Arlington STAR call center.

SECTION II: SERVICE DESCRIPTION

A. Days Operated - Service shall be provided Sunday through Saturday 5:30 am to midnight.

B. Operating Schedule - the total number of completed trips in FY 2006 was 119,000 (consisting of 100,000 ambulatory trips and 19,000 non-ambulatory). This number is based on current activity and is not a promise of activity under the proposed contract. This is a requirements contract. As a requirements contract, the County retains the right to award contracts to additional Contractors during the term of this contract if, at the County's sole discretion, it decides that additional transportation options are desired.

The Contractor shall provide transportation services, as directed by the manifest provided by the Arlington STAR call center, operated by a broker under contract to Arlington County. The passengers must be residents of Arlington County, and Metro Access eligible who have a disability that precludes them from using the fixed route transportation services.

SECTION III: OPERATING PROCEDURES

A. The safety of passengers during the transit, pickup and delivery is of a paramount concern to the County and the Contractor. The Contractor shall take all actions necessary to insure the safety of the passengers.

B. Passengers shall receive curb to curb service, where the passenger is picked up in front of a designated location and returned in accordance with the manifest. Passengers requiring assistance will be responsible for obtaining a Personal Care Attendant (PCA) or companion who shall accompany the individual each time they take a trip requiring such assistance. PCAs must board at the same time and place as the passengers. Passengers will be required to show driver appropriate ID upon pick up. Drivers will get out of the vehicle and announce their arrival and locate and assist visually impaired passengers to and from the vehicle, however, not to leave sight of the vehicle or go into any buildings.
C. As established by the Arlington County, the Contractor shall pick up passengers within a 10-minute window timeframe (pickup time to 10 minutes after the pickup time). However, if the driver arrives before the scheduled pickup, the driver shall not leave until the passenger arrives or ten minutes have passed since the scheduled pickup time whichever occurs sooner. The Contractor must clear all no-shows with the STAR call center office. If no one is available at the STAR call center office, a voice mail or an email will be left with the office stating the client name, ride number, scheduled pick-up time and location, and the time of call.

D. The Contractor shall establish a procedure (subject to the County approval) which provides for safe and timely pickup and discharge of passengers. Passengers shall be boarded within the 10 minute timeframe. The Contractor will endeavor to provide service so that no client is scheduled to be on-board for more than one hour for any given trip. Call outs to the client locations via telephone shall be included in this procedure.

E. The County makes no guarantee of a minimum number of trips that the Contractor will receive. This is a requirements contract.

F. Contractor shall report to the project officer any accidents or onboard misbehavior within two hours, and a written report must be filed by the Contractor within 72 hours.

G. Training Requirements
   All drivers shall receive a minimum of three hours defensive driving training per year.

   The County also requires that drivers receive additional training such as Sensitivity Training, Driver Training, and the use of Mobility Devices for a total of twelve hours annually. All new drivers added during the contract year shall receive training in conformity with the above prior to their assignment to the contract. Records of training received by each driver shall be maintained by the Contractor and made available for County inspection on demand at any time during the contract.

   Driver training shall be conducted in a classroom environment and on vehicles. The Contractor shall provide a continuing training/retraining and safety program for its drivers consisting of training new drivers and retraining of drivers when performance issues arise or at the request of the Project Officer.

   The Contractor shall ensure that all drivers receive refresher training.

   Drivers involved in any preventable accident must receive eight (8) hours of retraining in defensive driving and safety prior to being assigned to service this Agreement.

H. Drivers of vehicles shall be courteous and helpful to all passengers. Drivers shall assist passengers who are visually impaired by announcing on and off stop locations and ensure that, insofar as is possible under existing circumstances, that safe loading and unloading conditions exist. All drivers shall assist passengers in and out of the vehicle as necessary.
I. The Contractor shall obtain and keep on file the driving records for the preceding three years on each driver, and submit these records within two business days when requested by the County. Furthermore, Contractor shall submit to the County on demand the Contractor's policies and procedures relating to driver's conditions for employment.

J. All seats in each vehicle must be equipped with seat belts. Drivers shall ensure that each passenger is seated and seat belts are securely fastened for each occupant at all times that the vehicle is in motion.

K. All vehicles shall have operational heating and air conditioning during appropriate seasons, to maintain a temperature range of 65 to 80 degrees Fahrenheit within the vehicles.

L. The Contractor shall keep vehicles in a clean and sanitary condition and shall be swept and dusted at least once every day. The vehicles interior shall be cleaned thoroughly with a suitable antiseptic solution at least once every seven (7) days.

Every vehicle shall be of substantial good appearance and be maintained so as to provide for the safety of the public and satisfactory operation with minimum noise and vibration. Every vehicle shall be structurally sound as to all its parts, shall not have broken or cracked fenders or glass, and shall be painted to give reasonable protection to all painted surfaces from structural deterioration. All marks of identification on vehicles shall be permanent and clearly legible at all times.

STAR signs and/or logo should be displayed on each vehicle while providing service under this contract. Signs may be magnetic so as to be removable when the vehicle is not operating as a STAR vehicle.

M. Problems between passengers and drivers or between passengers and Contractor's staff or procedures shall be resolved by the Contractor whenever possible. If the problem cannot be resolved by the Contractor, they will be directed to the Arlington STAR call center Manager for resolution. Final resolution will be provided by the County's Project Officer. All complaints (both written and oral) received by the Contractor regarding Contractor or driver performance shall be forwarded to the Arlington STAR call center and the County Project Officer within 72 hours, the documentation shall also include the action taken by the Contractor to resolve the issue.

N. The Contractor shall provide backup personnel and equipment in the event of the incapacity of a vehicle or unavailability of a driver. The Contractor shall develop a plan for the County's approval, which provides for vehicle and personnel back-up capability.

O. The Contractor must have a radio or other telecommunication system in each vehicle capable of linking the vehicles with the Contractor's operating base. GPS systems are highly recommended.

P. Equipment, including backup vehicles, shall be in good mechanical condition and shall be free from appearance of any types of defects such as excessive or unsightly body damage at all times. The County retains the right to inspect all vehicles that will be used in the service of this contract prior to initial service and from time to time during the contract period. Any defects identified as the result of such inspection must be corrected within three (3) days. If the County through its Project Officer in his or her sole discretion determines that a vehicle is unsafe or unfit for the contract service, the County
may direct that the vehicle be withdrawn from service or the problem be corrected before the vehicle is used again in the performance of this contract.

Q. The Contractor shall possess or use facilities and equipment sufficient to deliver the planned transportation service level including, but not limited to: facilities for driver and other field staff daily assignment, pre-trip and post trip vehicle inspection and reporting activities, vehicle maintenance, schedule receiving and dispatching activities, radio communications equipment, telephone equipment, FAX machines and a computer system with Internet access and email capabilities.

R. Contractor shall be prepared to provide service for Chemically Sensitive passengers.

S. The Contractors shall be required to comply with the following performance standards:

- On-Time Performance - Standard is 95% on-time
- <90% -1.0% of the monthly invoice
- 90-94% -0.5% of the monthly invoice

SECTION IV: REPORTING REQUIREMENTS

The Contractor will be responsible for assignment of vehicle manifests to drivers. Arlington STAR may make changes at any time to the vehicle manifests to reflect cancellations, change pick-up or drop-off times, and to adjust schedules to maintain on-time performance. These changes will be communicated to the Contractor's dispatcher via voice, fax, or email.

The Contractor is responsible for scheduling requirements to include:

Once the schedule has been set by Arlington STAR, the Contractor cannot change client’s scheduled pick-up time, destination, or other trip characteristics without the advance approval of the Arlington STAR Call Center

Arlington STAR Call Center business hours currently are 7:00 am to 6:00 pm weekdays only (subject to change.) When Arlington STAR is closed, the Contractor must inform Arlington STAR in a manner same to the no-show procedure.

The rider will be informed by the Arlington STAR Call Center that the vehicle may arrive at any time within the pick-up window. The rider's return trip will be scheduled by STAR at the time of the original trip request. No "will calls" are currently accepted. "Same day" trips may be authorized only by the Arlington STAR call center and will be assigned and distributed as the daily manifests are.

Arlington STAR will ask all potential passengers to state their need for assistance and if they have a PCA traveling with them, this information will be transmitted to the Contractor on the vehicle manifest. There is no charge for a PCA on a scheduled trip. If a PCA is not indicated on the manifest, then the person(s) traveling with the scheduled passengers must pay for his/her trip. Contractor
will be responsible to collect the appropriate Zone fare(s) for passenger(s) upon pick up. Only customer information pertinent to the safety and the appropriate provision of transportation will be provided to the Contractor on the vehicle manifest. The Contractor may ask questions of riders solely for the purpose of ensuring safe and appropriate transportation to the rider.

The Contractor shall ensure that the riders arrive at their destination arranged by STAR no later than their scheduled time.

The Contractor shall receive a driver manifest for the next day via fax, email, and website or by courier service provided by the Contractor by 6:30 pm the day before the service is to be provided. The manifests for Saturday, Sunday and Monday will be provided on Fridays. (Note: subject to change based on possible additional operating hours of the STAR CALL Center). At a minimum, the manifest shall include the following information:

- Carrier ID
- Rider Name
- Rider ID
- Point of origin and destination, including any special directions for specific locations
- Zone information
- Scheduled pick-up and drop-off time
- Rider’s special transportation needs and special instructions
- Lift usage
- Shared-ride trips and tours
- FCA traveling with passenger

D. The Contractor shall submit a written report within 72 hours after the following:
   - Any accident or onboard misbehavior
   - Suspension of services to a passenger who presents a safety problem
   - Any other complaints

E. The Contractor shall keep on file annual maintenance and service records for each vehicle used to service this contract and make these records available for the inspection of the County upon request.

F. Upon the completion of a trip, the Contractor shall enter all required reconciliation data into the STAR provided system. Required information will include, but not be limited to, include:

   - Actual Pick-up time
   - Actual Drop-off time
   - Actual Trip status (on-time, late, no-show, cancelled, etc.)
   - Actual Odometer readings or trip mileage
   - Zone Fare paid
   - Star Coupon Used

G. Trips shall be reconciled within 7 days of completion of the trip. Any discrepancies or requests for the changes in the trip record shall be submitted for review within 10 days of the completion of a trip.

SECTION V: PAYMENTS AND FARES

A. The Contractor shall ensure that all applicable fares are collected from each rider and shall be noted on the manifest. The passenger’s co-pay is
currently based on zones and is paid per trip. This may be paid in cash or with STAR coupons with the following schedule:

- Zone 1 $2.50
- Zone 2 $3.00
- Zone 3 $7.00

The Contractor shall forward all the coupons collected from the passengers to the Arlington STAR along with the monthly invoice.

B. The Contractor shall be responsible for providing all fare collection equipment on the vehicles, if any needed.

C. Contractor shall keep the fares collected from the passenger. The invoices submitted to the County for payment shall deduct the fares collected from the amount charged for the trips.

D. All invoices shall be accompanied with a report that would list all the fares collected from the passengers as well as a list of all cancelled trips during the period, the invoices shall be sent to the County Project Officer no later than the 10th day of the month for the previous month's service.

E. Receipts and records shall be maintained by the Contractor and can be verified by an audit. The County reserves the right to challenge the fares charged if it is believed that it exceeds the standard meter charge or average hourly cost for the distance between origination and destination locations.

F. The Contractor's failure to perform under this Agreement is cause for the County to secure alternative sources for the services and the Contractor shall pay the County any amounts paid to secure such alternative services. These charges shall be deducted from any payments due or which may become due to the Contractor.

SECTION VI: GENERAL PROVISIONS OF THE SCOPE OF SERVICES

A. The County reserves the right to modify the scope of work of the Agreement awarded as a result of this solicitation, and such modification shall be subject to renegotiations with the Contractor without affecting the contractual terms of the original scope of services.

B. The Contractor shall be solely responsible for the work performed under this Contract regardless of the fact that it was provided by the Contractor or its subcontractors.

C. All changes to the operating procedures shall be reported to the County prior to the implementation; however, the County reserves the right to terminate this agreement if the County in its sole discretion determines that the proposed modifications conflict with the terms of this agreement.
A. Block Scheduling

- Under 999 monthly revenue hours - $38.08 per Revenue Hour
- 999-1,500 monthly revenue hours - $37.27 per Revenue Hour
- Over 1,500 monthly revenue hours - $36.25 per Revenue Hour

B. Individual Trips

- Peak Hours - $38.54 per Revenue Hour
  (Weekdays 6:00 - 10:00 am and 2:00 Pm to 6:00 pm)
- Non Peak Hours - $36.50 per Revenue Hour
  (Hours outside those mentioned above)

B. No Shows/Late Cancellations Fee - $5.11
   Shall be verified and approved by the Call Center

D. Pricing Assumptions:

- “Revenue Hour” is defined as first pick-up to last drop-off minus any down time greater than 30 minutes for Block Schedules in which no passengers are scheduled to be on board and the vehicle remains idle, neither going to and from the next scheduled pick up.
- These blocks shall be continuously scheduled trips, including interline time (time to go directly from one drop off to another pick up). Block schedules shall be a minimum of eight (8) hours per day. These blocks shall be the basis on computing revenue time for invoicing purposes.
- Revenue hours for individual trips shall be the actual time of pick up to the actual time of drop off, per client. A minimum of thirty minutes shall be charged per individual trip(s).
- The Arlington STAR call center will make every effort possible to schedule continuous pick-ups so to minimize scheduled down-time in the manifests as it pertains to block scheduling. Should non-scheduled down-time occur through no fault of the Contractor’s performance (no shows/late cancellations), the Contractor will not be penalized through the deduction of revenue hours in the middle of the run. However, the Call center may add same day trips to fill out this non-scheduled down-time period.