NOTICE OF AWARD OF CONTRACT

TO: FIRST TRANSIT, INC,
600 VINE STREET
CINCINNATI, OH 45202

DATE ISSUED: JUNE 30, 2011
CURRENT REFERENCE NO: 219-11
CONTRACT TITLE: TRANSPORTATION - STAR PROGRAM
PRIOR REFERENCE NO: 284-10

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 in accordance with the response submitted by you on June 29, 2011. The contract term covered by this Notice of Award is effective JULY 1, 2011 and expires on JUNE 30, 2012.

This is the SIXTH year award notice of a possible TEN year contract.

The contract documents consist of the terms and conditions of Agreement No. 94-06, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO CONTRACTOR LETTER DATED JUNE 29, 2011.
2) PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON 2011 APRIL CPI-U, WHICH IS 3.2%.

ATTACHMENTS:

1) CONTRACTOR LETTER DATED JUNE 29, 2011
2) AMENDMENT NOS. 1 AND 2
3) AGREEMENT NO. 94-06

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: TOM IRVIN
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 23-1716119
EMAIL ADDRESS: TOIM.IRVIN@FIRSTGROUP.COM
COUNTY CONTACT: KELLEY MACKINNON

VENDOR TEL. NO.: 919-260-0306
VENDOR FAX. NO.: 425-920-8130
COUNTY TEL. NO.: 703-228-7547

CONTRACT AUTHORIZATION

Pamela Hayes
Assistant Purchasing Agent

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
June 29, 2011

Mr. Steve Yaffe, Transit Services Manager
County of Arlington, Virginia
Department of Environmental Services
Transit Department
2100 Clarendon Blvd., Suite 900
Arlington, VA 22201

Transmitted via e-mail to: syaffe@arlingtonva.us

Dear Mr. Yaffe:

This letter is in reference to my letter dated June 9, 2011 and pursuant to our discussions since that time. As we have discussed:

• Under the original scope of work (Attachment A, Paragraph 6.1), the call center was to be staffed between 7:00AM to 6:00PM Monday through Friday.

• In 2007, the County desired to increase the hours of coverage to 7:00AM to 7:00PM Monday through Friday, and Saturdays from 8:30AM to 5:30PM. The call center was also to be staffed from 11:00AM to 3:00PM on Sundays whenever the call center was going to be closed for a Monday holiday.

• At that time, we sent cost estimates for this expansion to the County for consideration. These included various options including adding different combinations of full-time and part-time staff members to cover the additional hours.

• We received verbal and e-mail authorization to proceed with the changes under the “1 FT + 2 PT” option. So we hired additional staff and implemented that change beginning in July 2007 with Year 2 of the contract. As part of this negotiation, our management fee changed from the Year 1 rate of $5,576.67 per month to $7,212.34 per month effective August 2007. The other costs have effectively been administered as a “cost plus management fee” contract, with direct costs and savings being passed through to the County.

• Sometime later, the parties recognized that the change had not been formalized with a contract amendment. So the scope of work was formally changed to reflect the increased hours under Contract Amendment # 1, dated July 28, 2009. Unfortunately, while the scope of work was adjusted, it does not appear that the original contract budget page was adjusted at that time to reflect the additional costs.

• Since 2007, we have been staffing the extended hours and billing the County for the additional costs. The County has been paying these invoices without issue, although they have been running over the figures in the original budget page. The management fee has not increased since the August 2007 adjustment.
At this point, both parties desire to extend the contract for Year 6 under the same structure taking into account the 3.2% CPI-U increase. Both parties would also like to recognize the additional costs associated with the 2007 increase in hours in the budget pages going forward. We therefore propose the following budget for the coming year of the project:

<table>
<thead>
<tr>
<th>Component</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$353,584.99</td>
</tr>
<tr>
<td>Fringes</td>
<td>$73,889.96</td>
</tr>
<tr>
<td>Total Labor Cost</td>
<td>$427,474.95</td>
</tr>
<tr>
<td>Non-Labor Costs</td>
<td>$50,022.07</td>
</tr>
<tr>
<td>Total Costs</td>
<td>$477,497.03</td>
</tr>
<tr>
<td>Pass-Through Expenses</td>
<td></td>
</tr>
<tr>
<td>Management Fee</td>
<td>$89,317.62</td>
</tr>
<tr>
<td>TOTAL BUDGET</td>
<td>$566,814.65</td>
</tr>
</tbody>
</table>

Labor & Fringes costs reflect increases from the '07-approved additional staff, wage raises, health insur. costs, etc.
3.2% increase from Year 5 figure
only as authorized and incurred
3.2% increase from current fee
$7,212.34/month to $7,443.13/month
plus authorized pass-through expenses

We can provide whatever level of additional detail you desire including breakouts of employee-by-employee seniority, wage levels, benefit elections, etc. to justify the amounts shown above.

Please let me know if you have any questions.

Sincerely,

Tom Irvin
Regional Vice President
Paratransit Call Centers & Transportation Brokerages

cc: Rick Dunning, Senior Vice President
NOTICE OF AWARD

AMENDMENT 2

TO: FIRST TRANSIT, INC.
600 VINE STREET, SUITE 1400
CINCINNATI, OH 45202
ATTN: MATT WOOD

DATE ISSUED: August 18, 2009
CURRENT REFERENCE NO: 261-09

CONTRACT TITLE: TRANSPORTATION-STAR PROGRAM

PRIOR REFERENCE NO: 166-08

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

The above referenced contract is amended as follows:

CHANGE THE CORPORATE OFFICE ADDRESS TO THE ADDRESS INDICATED BELOW.

FIRST TRANSIT, INC.
600 VINE STREET, SUITE 1400
CINCINNATI, OH 45202
ATTN: MATT WOOD

EMPLOYEES NOT TO BENEFIT:

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

<table>
<thead>
<tr>
<th>VENDOR CONTACT: MATTHEW S. WOOD</th>
<th>VENDOR TEL. NO.: 646-252-2872</th>
</tr>
</thead>
<tbody>
<tr>
<td>VENDOR PAYMENT TERMS: NET 30 DAYS</td>
<td>VENDOR FAX NO.: 757-261-1346</td>
</tr>
<tr>
<td>TAX ID NUMBER (EIN/SSN): 23-1716119</td>
<td>EMAIL ADDRESS: <a href="mailto:MATT.WOOD@FIRSTGROUP.COM">MATT.WOOD@FIRSTGROUP.COM</a></td>
</tr>
<tr>
<td>COUNTY CONTACT: KELLY MACKINNON</td>
<td>COUNTY TEL. NO.: 703-228-7547</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT AUTHORIZATION</th>
<th>DISTRIBUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Boateng-Addal</td>
<td>VENDOR: 1</td>
</tr>
<tr>
<td>Contract Administrator</td>
<td>BID FOLDER: 2</td>
</tr>
<tr>
<td>8/18/09</td>
<td>DATE</td>
</tr>
</tbody>
</table>
AMENDMENT 1

TO:
FIRST TRANSIT, INC.
705 CENTRAL AVE., SUITE 300
CINCINNATI, OH 45202

DATE ISSUED: July 28, 2009
CURRENT REFERENCE NO: 261-09
CONTRACT TITLE: TRANSPORTATION-STAR PROGRAM
PRIOR REFERENCE NO: 166-08

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

The above referenced contract is amended as follows: Refer to Amendment No. 1 to Agreement 94-09 (Attached).

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: MATTHEW S. WOOD
VENDOR TEL. NO.: 646-252-2872
VENDOR PAYMENT TERMS: NFT 30 DAYS
VENDOR FAX NO.: 757-261-1346
TAX ID NUMBER (EIN/SSN): 23-1716119
EMAIL ADDRESS: MATT.WOOD@FIRSTGROUP.COM
COUNTY CONTACT: KELLY MACKINNON
COUNTY TEL. NO.: 703-228-7547

MARYAM ZAHORY
Procurement Office

7/29/09
DATE

CONTRACT AUTHORIZATION

DISTRIBUTION
VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 94-06
AMENDMENT NUMBER 1

REFERENCE NUMBER 261-09

This Amendment Number 1 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 94-06 dated ("Main Agreement") and made between First Transit, Inc., 705 Central Avenue, Suite 300, Cincinnati, Ohio, 45202 ("Contractor"), an a Delaware corporation authorized to do business in the Commonwealth of Virginia and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the work called for and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

In addition to the work and payment called for under the Main Agreement, the Contractor agrees to perform the work called for under this Amendment in return for the payment called for in this Amendment.

CHANGE PARAGRAPH 6.1 IN EXHIBIT A (SCOPE OF WORK)

6.1 Contractor will staff the Call Center between 7:00 a.m. and 7:00 p.m. Monday through Friday and Saturdays 8:30 a.m.—5:30 p.m. When the call center will be closed on a Monday holiday, the STAR Call Center will be staffed that Sunday from 11:00 a.m. to 3:00 p.m. Trip request calls are accepted between 8:30 a.m. and 6:30 p.m. Monday through Friday and Saturdays 9:00 a.m.—5:00 p.m. When the call center will be closed on a Monday holiday, the STAR Call Center will be open that Sunday from 11:00 a.m. to 3:00 p.m. When the Call Center is closed, Red Top Cab and Diamond Transportation will handle trip inquiry information (Where's my ride) calls, as well as compete the scheduling of will-call trips already arranged through the STAR Call Center and forward them to Contractor for inclusion in the software. Contractor will be responsible for ensuring that the Call Center is staffed during the assigned times, Should the County wish to change or expand Call Center hours, Contractor and the County Project Officer will negotiate cost of same on a per hour basis.

THE BALANCE REMAINS UNCHANGED.
Terms and Conditions
The work and payment called for under this Amendment shall be subject to all
terms and conditions of the Agreement. All terms and conditions of the
Agreement shall remain in full force and effect for the work covered by this
Amendment unless specifically changed by the terms and conditions of this
Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  FIRST TRANSIT, INC.
COUNTY, VIRGINIA

AUTHORIZED SIGNATURE:  AUTHORIZED SIGNATURE:
NAME AND TITLE:  NAME AND TITLE:
RICHARD D. WARREN, JR.  Matthew S. Wood  SVP, First Transit
TITLE:  PURCHASING AGENT
DATE:  7/28/09  DATE:  July 24, 2009

TAXPAYER ID (SSN/EIN): 23-1716119
NOTICE OF AWARD OF CONTRACT

TO: FIRST TRANSIT, INC.
705 CENTRAL AVE., SUITE 300
CINCINNATI, OH 45202

DATE ISSUED: JULY 1, 2006
CURRENT REFERENCE NO: 94-06
CONTRACT TITLE: TRANSPORTATION-STAR PROGRAM
PRIOR REFERENCE NO: N/A

THIS IS A NOTICE OF AWARD 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 in accordance with your letter dated JUNE 27, 2006. The contract term covered by this Notice of Award is effective JULY 1, 2006 and expires on JUNE 30, 2007.

This is the FIRST year award notice of a FIVE year contract.

CONTRACT PRICING

REFER TO AGREEMENT NO. 94-06, ATTACHMENT A

ATTACHMENT:

AGREEMENT NO. 94-06 INCLUDING ATTACHMENT A.

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CONTRACT AUTHORIZATION

MICHAEL CLEM
Procurement Office

DISTRIBUTION

6-29-06 VENDOR: 1
DATE BID FOLDER: 3

MC/pmh
L: \N06\94-06
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 94-06

THIS AGREEMENT is made, on the date of execution by the County, between First Transit, Inc., 705 Central Avenue, Suite 300, Cincinnati, Ohio, 45202 ("Contractor"), an Ohio 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 Work), and Exhibit B (Five-Year Budget). 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 create and provide to the County management services of paratransit operations. The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the 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, who shall be appointed by the Director of the Arlington County Department of Environmental Services 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.

CONTRACT TERM
Work under this Agreement shall commence upon execution of this Agreement by both parties and be completed no later than June 30, 2011 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the
concurrency of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor under the same contract unit prices for not more than five (5) additional twelve (12) month periods from July 1, 2011 to June 30, 2016 (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 EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U**

The Contract unit price(s) shall remain as specified in Attachment B for the first five years of the Contract. 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 change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in April prior to each Subsequent Contract Term.

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.

**CONTRACT AMOUNT**

This is a cost-plus-a-fixed-fee contract. The Contractor shall be paid for actual labor and overhead costs approved by the County and incurred during the performance of the Contract in an amount not to exceed the proposed budget (Attachment B) without written advance approval by the County, plus a Management Fee not to exceed the amount listed in Attachment B. The County will pay the Management Fee to the Contractor in twelve equal monthly increments.

**PAYMENT**

The Contractor will be paid monthly. Within 10 days after the last day of each month the Contractor shall submit, for approval by the Project Officer, an invoice describing the total Work done, by Task, during the preceding month. The Project Officer shall either approve the invoice or require corrections. The County will pay the Contractor within 30 days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer. The amount paid shall be based on the estimate of the percentage of the total Work under each Task completed during the month, subject to the Project Officer's acceptance of the Work and the estimate. If the Contractor has been paid ninety percent (90%) of the Contract Amount for any Task and Work under that Task is not complete, the remaining amount due for that Task will be paid to the Contractor only after all Work on that Task is completed. The total amount paid for each Task shall not exceed the amount allocated for the Task, regardless of the number of hours spent or the amount of expenses incurred by the Contractor in the
performance of the Work. 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.

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.

Additional services agreed upon by the parties pursuant to the terms of this Agreement will be negotiated using at the rates set forth in Exhibit B as a basis for charges/fees unless otherwise agreed.

REIMBURSABLE EXPENSES
No expenses except those identified in this Agreement as project related expenses will be reimbursed if incurred without the prior written approval of the County and the issuance of a purchase order detailing the specific expenses to be incurred by the Contractor and their estimated amount. Payment for approved reimbursable expenses will be made within 30 days after receipt by the Project Officer of a correct invoice identifying the nature of the expense. Reimbursable expenses allowed shall be charged to the County on a unit price basis at the Contractor's cost. All amounts paid for reimbursable expenses shall be considered part of the Contract Amount.

The total amount paid for project related expenses shall not exceed the amount shown in Exhibit B.

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

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, 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 $5,000.00 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 $5,000 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.

DELIVERY
All goods are purchased F.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

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, appeals, and protests are available upon request from the Office of the Purchasing Agent.

ARBITRATION
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.
PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

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. 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 shall secure an independent certified public accountant's audit of its finances and program operation after the close of each fiscal year (June 30), but no later than September 15 of each such year, and shall forward to the County the findings of such audit in whole, including the management letter or other ancillary audit components, and permit the County to make such review of the records of the contractor as may be deemed necessary by the County to satisfy audit purposes. In instances where a management letter was not prepared as an audit function, the Contractor must so certify in writing to the County at the time the audit report is submitted. All accounts of the Contractor are subject to such audit, regardless whether the funds are used exclusively for specific program activities or mingled with funds for other agency activities.

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.

SAFETY
The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with, all current applicable local, state
and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the General Industry and for the Construction Industry, the Federal Environmental Protection Agency Standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the award.

COPYRIGHT
The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work under this Contract.

REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in the
Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

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 therefor 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.

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: M

NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 6-29-06

First Transit, Inc.
DYNACORP MANAGEMENT RESOURCES, INC.

TAXPAYER ID NUMBER: SSN/EIN: 54-1960971 23-171619

AUTHORIZED SIGNATURE: 

NAME AND TITLE: Michael Murray, President
DATE: 6/27/06

94-06
ATTACHMENT A

SCOPE OF WORK

Arlington STAR Para-transit Management Services (PSM)

This scope of work will describe the management of Arlington County's Para-transit operation - Arlington STAR. The work shall include the operation of a call intake center with trip scheduling functions, providing trip requests to contract service providers, verification of compliance of contract service providers with the service delivery requirements of their contracts, and related administrative functions. The actual transportation service will be provided by taxi and minivan operators under separate contract with the County.

The STAR service area includes Washington DC, Fairfax County, Arlington County, the cities of Alexandria, Falls Church and Fairfax in Virginia, and Montgomery County and Prince George's County in Maryland. Current service is provided from 5:00 am to 12:00 midnight, seven (7) days a week. Hours of operation may be changed upon request of the County Project Officer.

The Contractor shall provide the STAR project management services under direct supervision of the County's Project Officer. The Project Officer may, if necessary, modify the existing STAR policies; approve operational procedures; and provide general directions and guidelines to Contractor. Where the terms and provisions of the existing STAR policies vary from the terms and provisions of the Scope of Work of this contract, the terms and provisions of this contract shall prevail. Contractor shall oversee the daily operations of the STAR project and their assigned staff.

1. PROGRAM OVERVIEW

1.1. The Para-transit operation for Arlington County residents is called Arlington STAR. The STAR service area includes Washington DC, Fairfax County, Arlington County, the cities of Alexandria, Falls Church and Fairfax in Virginia, and Montgomery County and Prince George's County in Maryland. Service is provided from 5:30 am to 12:00 midnight, seven (7) days a week.

1.2. The work shall include the operation of a call intake center with trip scheduling functions, providing trip requests to contract service providers, verification of compliance of contract service providers with the service delivery requirements of their contracts, and related administrative functions. The actual transportation service will be provided by taxi and minivan operators under separate contract with the County.


1.4. The Contractor shall provide the STAR operation management services under direct supervision of the County's Project
Officer. The Project Officer may, if necessary, modify the existing STAR policies; approve operational procedures; and provide general directions and guidelines to the Contractor. Where the terms and provisions of the existing STAR policies vary from the terms and provisions of the Scope of Work of this contract, the terms and provisions of this contract shall prevail. The Contractor shall oversee the daily operations of the STAR project and their assigned staff.

2. CONTRACT DESCRIPTION AND EVALUATION

2.1. The payments for the provision of STAR operation management services shall be on a "cost-plus-fixed-fee" basis, with Arlington County purchasing, or reimbursing the Contractor for purchase of, approved capital, and County reimbursing the Contractor for approved operational expenses. All costs and expenses, including project start up costs and the fixed fee ("Management fee" which includes the General and Administrative Costs and Management fee), shall be shown in the proposed budget submitted to the County Project Officer by the Contractor.

2.2. The County provides all office equipment and office space needed for this contract. Currently, the County leases office space in South Arlington on Ninth St. This office space is available to the Contractor, and is approximately 2,000 square feet. All office equipment, computers, telephones and furniture are property of the County, and will convey to the successful bidder.

2.3. The contract shall be a five-year base period with five (5) one-year extension options upon mutual agreement of both parties, for a total period of up to a ten (10) year Contract Term.

2.4. Contractor shall demonstrate experience and understanding of Paratransit Operations, Customer Service delivery, financial reporting and evaluations and quality assurance practices.

3. DESCRIPTION OF CURRENT STAR OPERATIONS

Service Description

3.1. STAR is Arlington County’s pre-arranged reserved-trip shared-ride service. STAR is not an ADA service provider, but is an alternative for residents of Arlington to use instead of the regional MetroAccess service. Arlington residents who are approved by MetroAccess for service are automatically approved for STAR service. Several other programs are managed by the FSM for other county departments.

3.2. STAR clients must call at least one day in advance for trip requests (but may call up to one week in advance). Currently, trip requests for Saturday, Sunday and Monday must be received by the Friday before. Same day trips are generally not allowed;
however errors and emergencies dictate that occasional same day trips be scheduled.

3.3. STAR currently contracts with Red Top Cab, Answers and Diamond Transportation Services ("STAR Operators"), to provide trips for clients. These STAR Operators perform under separate contracts with Arlington County. First S.T.E.P.S. training (train the trainer program) will be extended to the transportation providers by the Arlington Star Contractor.

3.4. The County currently leases office space (approximately 2000 sq feet) at 2300 9th St. S. in Arlington. The County owns the entire office suite equipment (cubicles, computer/server system, telephone system, etc.) and will provide this space and equipment for the contractor to operate the call center and other project management functions.

3.4.1. The software used to schedule trips, print out manifests, and re-enter actual trip data for statistical reports is to be provided by the Contractor, and shall be an "off the shelf" system _Trapeze_. Easylink Utility which allows automated electronic updates and transfer of trip manifests, last minute cancellations or same day trips to the trip provider.

3.4.2. Current trip history and billing information will be available to Contractor. This information is proprietary, confidential, and will remain the property of the County. Contractor will not use or release any of this information except as requested directly by the County Project Officer.

3.4.3. Currently, STAR call center oversees several transportation systems, working with the Division of Transportation, Dept. of Parks, Recreation and Community Services, Department of Human Services and the DHS Agency on Aging. The call center experiences approximately 6,500 telephone calls monthly for all services, which includes calls not associated directly with STAR, but offered by the County). Those services are:

3.4.4. STAR - provides approximately 10,000 trips per month. The STAR program (for persons with disabilities certified-eligible under the regional MetroAccess program) is the bulk of the service provided within this contract. Included in this portion of the program are 300 trips a month for Temporary, Interim and Assisted STAR. Trips are provided by all 3 STAR Operators.

3.4.5. Senior Loop - approximately 800 trips per month. Clients call to book space on a continuous loop shuttle, operated by Diamond Transportation, 4 days a week, from senior residences.

3.4.6. SCAT - senior center shared ride cab trips - approximately 50 trips a month. STAR schedules the Red Top shared ride cabs for this service.

3.4.7. Carver Loop - senior center shuttle carrying approximately 550 trips a month. Mostly standing order trips, the shuttle is operated by Diamond Transportation.
3.4.8. Madison Adult Day Health Care Center field Trips - approximately 100 trips, performed as a charter by Diamond Transportation with the Carver Loop bus. Usually once a week.

4. MANAGEMENT OF PROJECT

Management Functions

4.1. Tasks and functions to be performed by the Contractor are envisioned to be those duties customarily associated with managing a Paratransit operation, including, but not limited to:

4.1.1. Manage and evaluate the entire program, developing procedures to contain costs while ensuring a high level of customer satisfaction. This includes expansion of the current Quality Assurance Plan as well the extension of the Mystery Rider Program to Arlington STAR.

4.1.2. Maintain client database information to include verification of eligibility through MetroAccess provided lists as well internal verification of current Arlington Residency, change of address, etc.

4.1.3. Answer telephone calls from clients concerning trip intake requests, scheduling and requests for general information on the day of the call or e-mail requests.

4.1.4. Prepare route manifests for Diamond and individual and shared-ride manifests for Red Top Cab

4.1.5. Transfer the trip manifests to assigned carriers

4.1.6. Monitor daily service delivery by all carriers. Accident the Incident reporting will be part of the monitoring as well as the dispatching of a replacement vehicle(s) as needed.

4.1.7. Respond and investigate customer comments/complaints within 3-5 business days.

4.1.8. Perform data entry of actual trip information (such as pick up time, drop off time, miles, no shows and cancellations, etc) as received from carriers. Contractor will continue to expand the data communication with Red Top Cab which will produce increased data reliability, trackable data elements and should decrease the need for as much manual data entry and trip reconciliation for each entity.

4.1.9. Evaluate bi-weekly or monthly carrier invoices for proper billing, client trip assignment, etc. and forward to Project Officer. The use of PassPort, a customized web portal will be made available to the providers. This will facilitate the invoicing and account reconciliation.

4.1.10. Perform quality assurance functions such as: client interviews, field inspections of trip delivery, this will include the expansion of the current Quality Assurance Plan as well the extension of the Mystery Rider Program to Arlington STAR, etc. and complaint resolution

4.1.11. Produce monthly statistical reports and evaluate for trends and other problems/highlights. Improved reporting will enable the County to request specialized/new reports based on changing needs

4.1.12. Produce monthly reports highlighting operations, accomplishments and goals and objectives
4.1.13. Prepare annual budget submissions by dates set by Project Officer

5. Produce and apply for (as STAR) annual awards, sponsored by the Virginia Transit Association, Virginia Department of Rail and Public Transit and national associations.

6. Daily Operations of STAR Call Intake Center:

6.1. Contractor will staff the Call Center between 7:00 AM to 6:00 PM, Monday to Friday. Trip request calls are accepted between 8:30 am and 4:30 pm. From 6:00 PM to 7:00 AM on weekdays and all day Saturdays, Sundays and holidays, Red Top Cab will handle trip inquiry information (Where’s my ride) calls, as well as take emergency reservations and forward them to Contractor for inclusion in the software. Contractor will be responsible for ensuring that the Call Center is staffed during the assigned times. Should the County wish to change or expand Call Center hours, Contractor and the County Project Officer will negotiate cost of same on a per hour basis.

6.2. The STAR call intake center will be closed on Arlington County Government Holidays.

7. PROJECT STAFFING

Contractor’s Personnel - Paratransit Manager

7.1. The Contractor shall designate for this contract a Paratransit Manager who will be the point-of-contact to make operations decisions or provide coordination as may be requested by the County. The Contractor may, at its option, designate an additional person(s) as contact(s) for contract issues.

7.2. The Paratransit Manager shall demonstrate competency in all aspects of the type of service covered by this contract and a general knowledge of public transit issues, policies and procedures.

7.3. The Paratransit Manager shall be available to respond to the Project Officer during STAR business hours.

Contractor’s Personnel - On-Site Staff

7.4. The Contractor shall provide adequate staff to answer telephone calls, schedule trips, enter trip data, respond to customer information requests and perform quality assurance functions. All staff shall be trained to operate scheduling software and other office equipment. Training shall include proper customer service functions.

7.5. Further staff time shall be provided to perform back office functions such as producing statistical reports, monthly highlights and goal and objectives reports, reviewing service
contractor's invoices, and other related duties.

7.6. During service hours when the call center is closed, a system for the service carriers to contact the assigned staff for assistance with emergencies shall be set up (pages, cell phone, etc).

8. County Project Officer

8.1. The performance of the Contractor under this contract is subject to the review, supervision and approval of the County Project Officer, to be appointed by the Director, Arlington County Division of Transportation, or designee. The initial Project Officer shall be Kelley MacKinnon.

8.2. The County may, at its option, designate additional persons as official contacts, in reference to fulfilling the contract obligations. Such persons will be identified to the Contractor in writing.

8.3. The Project Officer shall be responsible for the following issues:

8.3.1. Overall project budgeting functions

8.3.2. Service contracts with the STAR Operator

8.3.3. Modification of STAR Policies and Procedures and Call Center Operating hours, if necessary

8.3.4. Receiving reports, inquiries, and notices as required in this contract

8.3.5. Providing official notices, giving instructions, conducting inspections and addressing public comments and complaints
9. PROJECT EQUIPMENT AND OFFICE SPACE

Office Equipment:

9.1. Arlington County provides the telephone system, voicemail system, fax and copier machines, as well as the computer hardware and software for scheduling, networking, internet access, and general office work. Arlington County also provides modular workspace furniture for the Contractor's staff.

9.2. The software used to schedule trips, print out manifests, and re-enter actual trip data for statistical reports is to be provided by the Contractor, and shall be an "off the shelf" system Trapeze, Easylink Utility and Passport (a proprietary program) will also be provided. Maintenance of all software is the responsibility of the Contractor.

9.3. The Contractor shall, in their proposed budget, provide a budget line item for an automobile lease, to be used for field inspections and delivery services. Adequate insurance coverage for this vehicle, with Arlington County identified as additionally insured (and lost payee if leased or purchased by Arlington County), shall be provided as a budget line item.

9.4. The Contractor shall provide their staff with cellular telephones and pagers, as needed and approved by the Project Officer, for this operation. Arlington County will reimburse the Contractor for the capital costs for this equipment when purchased as authorized by the Project Officer. A budget line item shall be included for monthly operating costs.

9.5. The Contractor may suggest to the Project Officer improvements or replacements of current equipment as needed. Contractor may also suggest enhancements, (IVR, Interactive Voice Response), equipping of transportation providers,(Diamond and ATS,) with NavTrack) Costs of this would be outside of this scope of work and not included in the current contract or budget.

Office Space:

9.6. The County leases office space (approximately 2000 sq feet) at 2300 9th St. S. in Arlington. The County owns the entire office suite equipment (cubicles, computer/server system, telephone system, etc.) and will provide this space and equipment for the contractor to operate the call center and other project management functions.
Insurance Required.

9.7. The Contractor shall provide insurance coverage for all County property while in care and custody of the Contractor and used under this contract. Arlington County shall be named additional insured and loss payee for all property used under this contract.

10. PROJECT BUDGET AND INVOICING

Project Budget:

10.1. Arlington County provides the necessary equipment and supplies to operate the service. The Contractor shall submit to the Project Officer a proposed budget for the annual expenses of the operation. The proposed budget may be altered by the Project Officer.

10.2. The expenses of operation shall include but not be limited to all expenses incurred by Contractor directly in connection with the STAR operation management services. This may include, by way of illustrations and not limitation, the cost of payroll, payroll taxes, payroll related insurance and employee welfare costs, permit and license fees, all taxes related to the operation of the STAR Center, compliance with all legal requirements, auto lease, pager and cellular phone monthly service costs, office and maintenance supplies, accounting and bookkeeping costs, and insurance premium costs directly related to the services. The Contractor shall meet the County's current living wage requirement.

10.3. A monthly Management Fee, (which includes the Management Fee and General and Administrative costs) as identified in the contract, shall be included in the budget.

11. Project Budget Cycles

11.1. Each twelve-month period (fiscal year) ending June 30 is referred to as an Accounting Period. The Contractor shall, not later than the 30th of October of each year of the Contract Term, prepare and submit to the County a proposed budget of estimated expenses of operation for the next Accounting Period. The proposed budget must be prepared in a form agreed to in advance by the County. The budget, upon written approval by the County (Approved Budget), shall be used by the Contractor as a guide for the actual operation of the STAR operation management services and as an upper limit on expenses to be incurred on the County's behalf under this contract.

11.2. The first fiscal year budget may be prorated, depending on the actual start date of this contract. Start up costs associated with this project will be negotiated with the successful Contractor prior to execution of the contract.
12. **Project Invoices:**

12.1. The Contractor shall provide monthly invoices to the Project Officer by the tenth (10th) day of each month. These invoices shall detail the monthly expenses of operation and request reimbursement for approved purchases. Payment by the County to the Contractor shall be made within twenty (20) days after receipt by the County’s Project Officer of a correct invoice for work done to the satisfaction of the County. All equipment and other items purchased and reimbursed under this contract shall remain the property of Arlington County, and shall be returned in good condition at the end of the Contract Term.

12.2. Payments of the expenses of operation shall be made by Contractor, subject to the Approved Budget. Contractor shall make a careful analysis of all bills received for services, work, and supplies ordered in connection with STAR operations management services and shall pay all expenses of operation determined to be in order when due and not later than twenty (20) days after Contractor's receipt of such bills.
First Transit
Proposed Arlington STAR Budget
Option 1 – Existing Wages and Benefit Levels

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Labor and Benefits</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervision/Management</td>
<td>$111,000</td>
<td>$113,775</td>
<td>$116,619</td>
<td>$119,535</td>
<td>$122,523</td>
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<tr>
<td>Customer Service Staff</td>
<td>134,341</td>
<td>137,700</td>
<td>141,142</td>
<td>144,671</td>
<td>148,285</td>
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<tr>
<td>Employee Taxes</td>
<td>21,075</td>
<td>21,602</td>
<td>22,142</td>
<td>22,696</td>
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<tr>
<td>Employee Benefits</td>
<td>68,257</td>
<td>73,371</td>
<td>78,951</td>
<td>85,043</td>
<td>91,698</td>
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<tr>
<td><strong>Total</strong></td>
<td>$334,673</td>
<td>$346,448</td>
<td>$358,855</td>
<td>$371,944</td>
<td>$385,776</td>
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<tr>
<td><strong>Other Operating Expenses</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Liability Insurance</td>
<td>$900</td>
<td>$990</td>
<td>$1,040</td>
<td>$1,091</td>
<td>$1,146</td>
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<tr>
<td>Depreciation</td>
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<tr>
<td>Auto Lease</td>
<td>5,400</td>
<td>5,400</td>
<td>5,662</td>
<td>5,662</td>
<td>5,729</td>
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<tr>
<td>Travel related costs</td>
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<td>2,472</td>
<td>2,546</td>
<td>2,623</td>
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<tr>
<td>Telephone expenses</td>
<td>10,600</td>
<td>11,124</td>
<td>11,458</td>
<td>11,801</td>
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<tr>
<td>Software maintenance fees</td>
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<td>13,566</td>
<td>14,244</td>
<td>14,957</td>
<td>15,704</td>
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<tr>
<td>Other Services</td>
<td>2,118</td>
<td>2,215</td>
<td>2,316</td>
<td>2,422</td>
<td>2,533</td>
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<tr>
<td>Office Supply costs</td>
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<td>4,120</td>
<td>4,244</td>
<td>4,371</td>
<td>4,502</td>
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<tr>
<td><strong>Total</strong></td>
<td>$44,538</td>
<td>$43,887</td>
<td>$45,409</td>
<td>$46,827</td>
<td>$48,471</td>
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</tbody>
</table>

**Management Fee** *  
$66,920  $68,813  $70,737  $72,733  $74,781  

**Total Budget**  
$446,131  $459,146  $475,001  $491,504  $509,022

* Management fee is subject to CPI inflator. Budget amount is an estimate.