





Schedule One - MV Transportation's List of Current Contracts



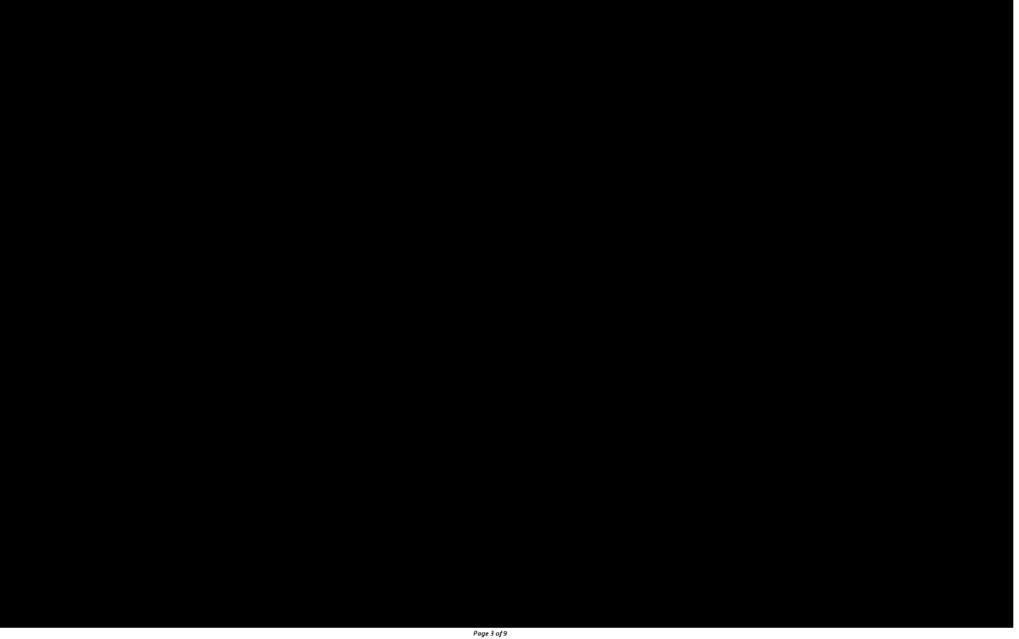




















Schedule One - MV Transportation's List of Current Contracts





















SCHEDULE TWO

)



Name of Contracting Party		Character or Type of Work			Contract Amount				Cont	act Informa	ition			
Client/Agency	Project Name	Service Type	Service Start Date	Service End Date (Present if not ended)	Total Annual Contract Value (000s)	Contact First Name	Contact Last Name	Contact Title	Contact Address	City	State	Zip	Contact Phone	Contact Email
Albany, City of	Management-Albany Transit System	Multimode	10/1/2005	Present	\$173			City Manager	City of Albany, PO Box 447	Albany	GA	31702-0447		
Benicia, City of	Benicia Transit	Multimode	7/1/2001	6/30/2011	\$626			emporary ransportati on uperintend ent	311 Sacramento	Valejo	CA	94590		
Vallejo, City of	Vallejo Runabout	Paratransit	8/1/1995	Present	\$1,036			emporary ransportati on uperintend ent	311 Sacramento St	Vallejo	CA	94590		
Newark, CA, City of	City of Newark Paratransit Specials	Paratransit	11/20/2000	Present	\$3			lecreation & community Services Director	6800 Mowry Avenue	Newark	CA	94560		
Alachua, City of	City of Alachua Transit System (CATS)	Paratransit	2/1/2010	9/30/2010	\$50			nterim City Manager	15100 NW 142 Terrace	Alachua	FL	32616		
Lassen, County of	Lassen Rural Bus System (LRBS)	Multimode/D emand	7/1/2002	6/30/2011	\$633			ransportati on Planner	707 Nevada St #4	Susanville	CA	96130		
Lassen, County of	Lassen Senior Services	Paratransit	8/11/2003	6/30/2011	\$619			ransportati on Planner	707 Nevada Street, Suite 4	Susanville	CA	96130		
Lancaster, City of	Lancaster Public Transit System	Multimode/D emand	6/1/2001	12/31/2010	\$670			Public Transit dministrato r still here as of 1-11- 2012	746 Lawrence St.	Lancaster	ОН	43130		
Warren County Board of Commissioners	Warren County Department of Human Services	Paratransit	10/1/2006	6/30/2010	\$1,100			Director	416 S. East St.	Lebanon	ОН	45036-2378		
Warren County Board of Commissioners	Warren County Transit Service	Paratransit	1/1/2005	6/30/2010	\$1,040			Grants Coordinator	406 Justice Drive, Room #311	Lebanon	ОН	45036		



Name of Contracting Party		Character or Type of Work			Contract Amount				Cont	act Informa	ition			
Client/Agency	Project Name	Service Type	Service Start Date	Service End Date (Present if not ended)	Total Annual Contract Value (000s)	Contact First Name	Contact Last Name	Contact Title	Contact Address	City	State	Zip	Contact Phone	Contact Email
Regional Transportation Commission of Washoe County (RTC)	Regional Transportation Commission	Paratransit	7/1/2004	6/30/2010	\$4,020	N/A	N/A	Paratransit Administrato r	600 Sutro Street	Reno	NV	89512		
Tri-County Metropolitan Transportation District of Oregon (TriMet)	TRI-MET	Paratransit	11/1/1999	1/31/2010	\$8,600			Director of ATP	2800 NW Nela Str	Portland	OR	97210		
Holland, City of	Macatawa Area Express (MAX)	Multimode/D emand	7/1/2005	6/30/2010	\$2,018			Max Coordinator	171 Lincoln Ave, Suite 20	Holland	МІ	49423		
High Point, City of	HiTran	Paratransit	7/1/2009	Present	\$188	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Westlake Village, City of	Westlake Village	Paratransit	1/14/2006	Present	\$25			Community Relations Coordinator	31200 Oak Crest Dr	Westlake Village	CA	91361		



SCHEDULE THREE

Schedule Three

- 2012- Modesto CA. MV was low bidder but overall not the highest technically scored proposer. MV had taken an aggressive staffing approach in light of the City's financial challenges, but this actually counted against MV in the technical scoring. As such, MV was not the winner.
- 2011- Calaveras County, CA. MV was low bidder, but winning proposer had offered additional resources outside the scope of the RFP that the County felt made up for the cost difference. The winning bidder was able to leverage some resources it had in the region for marketing and passenger eligibility that MV was not able to offer.
- 2011- Pace Will County, IL. MV was low bid by \$30,000 but because the incumbent received a higher technical service evaluation client made a decision not to transition the contract.

SCHEDULE SIX

SCHEUDLE SIX

Opportunity	Company	Contract Amount	Percentage
Quality Assurance & Eligibility Staff	Diamond Transportation	5 yr estimate \$1,475,000	1.9%
Uniforms	Hanover Uniform	5 yr estimate \$90,000	.011%
Training Customer Service/ADA	Simon & Simon	5 yr estimate \$37,500	.004%
COGNOS BI	SL King	Option	Option

PRE-AWARD INFORMATION



Pre Award Information

(1) Pre Award Evaluation Data Form

Please see the following pages for MV's completed Pre-award Evaluation form.

Experience Record

The MV Story - an American Success

MV Transportation, Inc. and its subsidiaries have been providing transportation services for 56 years. MV's subsidiary company, Vallejo Citizens Transit Corporation (VCTC), began in 1956, when community leaders formed VCTC in an effort to preserve the City of Vallejo's fixed route service.

Just across the San Francisco bay, in 1975, formed an agreement with the City of San Francisco to provide transportation to persons with disabilities. They acquired three vans and pioneered transportation of persons with disabilities fifteen years in advance of the historic passing of the American with Disabilities Act into law in 1990.

Over the next two decades the company grew from a local bay area company to a national multimodal transportation provider. In 2005, MV acquired a controlling interest in VCTC, and added this organization's rich history to its own.

"MV is a true American success story. Through dedication to our passengers, our clients and our employees, MV has grown to be the largest United States-owned transportation management company in the nation. Our people and our dedication to serve truly make us different." —

Today the company remains the nation's largest American-owned passenger transportation company. The MV name represents MV Transportation, Inc. and its affiliates.

MV's History with WMATA

MV was awarded a contract to manage both call center and service delivery operations for the MetroAccess Service. As part of its proposal to operate the service, MV partnered with Trapeze and Mentor to meet WMATA's clear expectations in realizing a highly efficient, well-coordinated, technology focused and data driven service.

The transition period was not easy. When the previous providers terminated their contracts early, MV was asked to accelerate its transition and step into its contractor role faster than planned.





Among the many challenges MV had to overcome during this period, the team inherited copious amounts of incorrect or incomplete passenger data, including incorrect addresses. Additionally, MV was required to hire and train an entirely new staff in the OCC. Together, MV and WMATA worked through these challenges and have, year over year, improved both the quality and the amount of service provided by MetroAccess.

Over the past six years, trip volumes have fluctuated dramatically, and MV has demonstrated its ability to efficiently scale service up and down, depending on the need. Always seeking new and innovative ways to improve productivity, MV has proven its dedication in this area, with 2012 improvements reaching 10 percent.

The implementation of the Trapeze enterprise introduced passengers to new flexibility and ease in trip booking, trip conformation, and trip changes. The deployment of the PASS-WEB and PASS-IVR modules transformed the MetroAccess service into a state-of-the-art paratransit service. Additional deployments of EZ Pay and flex scheduling procedures further enhanced the ease and accessibility of this service.

Over the past contract term MV has also worked closely with the Accessibility Advisory Committee (AAC), who reinforces, refocuses, and prioritizes service objectives for MV's team. The collaborative effort between the AAC, MV, and WMATA is reflected in MetroAccess' successful performance.

When WMATA initiated its door-to-door service in 2008, MV worked side by side with the ACC and WMATA staff to educate riders and ensure service parameters were understood by all. These efforts included creating a collaborative instructional video about the new service. In 2009, when President Obama vowed to make the inauguration events the most open and accessible in history, MV worked with WMATA to provide service among unprecedented traffic congestion and excessive strain on WMATA's transit infrastructure.

Despite these successes, MV still faced ongoing challenges in identifying and maintaining the right manager of the MetroAccess service. In 2010 MV brought on MetroAccess vice president/general manager. Had previously served as the company's vice president for its contract with Microsoft Corporation, and had continuously demonstrated unprecedented skill in managing high-profile, high-demand, technology-driven demand response service. Under Meadership, MV's service performance has reached an all-time high, with on time performance consistently meeting or surpassing 92 percent, improving productivity, superior safety performance, and the lowest customer complaint levels on MV's record in D.C.

These efforts mark MV's commitment not just as a contractor, but as a community partner who is vested in the success of the overall transit system. With the understanding that its operations must mirror WMATA's overall strategic initiatives and performance goals, MV has put WMATA-approved procedures in place for MetroAccess which parallel WMATA's fixed route and rail





systems. This includes, but is not limited to reaffirmations of building and living a safety culture, with increased attention and management relating to fatigue issues.

Safety campaigns, incentive programs, retraining and coaching initiatives, and detailed statistical analyses are some of the primary contributors to MV's success in reducing injuries and accidents. Additionally, MV's successful completion of third party audits of the MetroAccess fleet along with coordinated safety promotion between the OCC and dispatch, have further validated MV's safety program offers a 360° approach to safety management.

In closing, MV is confident that its experience operating the MetroAccess service demonstrates its clear qualifications to continue as a WMATA contractor. With the summer 2012 release of the MetroAccess RFP, MV is proud to report that customer satisfaction, on-time performance, and safety performance is at an all-time high. MV is well positioned to continue its successful operation of service, in partnership with WMATA staff.

Company Size and Statistics (As of August 2012)

Number of Employees:

16,860

Number of Vehicles:

9,290

2011 Annual Revenue

\$828,991

(000s):

Number of Contracts:

201

Number of Clients:

171

Number of Locations:

137 (27 states, Washington DC, British Columbia, Newfoundland

and Labrador, and Saudi Arabia)

Failure to Complete a

Contract:

In no case has MV had a contract terminated for default, or been assessed liquidated damages as a result of the failure to complete a

contract within the specified time.





Concerns for Which Work is Performed

MV offers effective solutions in passenger transportation to cities, counties, transit agencies and private companies. Its breadth of experience encompasses fixed route, flex route, shuttle service, commuter service, as well as disabled transportation/paratransit, demand response, brokerage and call center service, and non-emergency Medicaid transportation (NEMT/NET). Most of MV's operations include the provision of ancillary services including bus maintenance, trip reservations and scheduling/call center, operator training, transit technology and support, facility management and maintenance, among many other services common to transit contracts.

Paratransit Experience

Operating more demand-based, reservation-based transportation than any other company, MV coordinates transportation services for multiple agencies and passenger groups in a manner that maximizes resources and controls costs. The company manages more than 100 demand-based transportation services programs across North America, serving diverse metropolitan areas such as Orlando, FL; Los Angeles, CA; New York, NY; Baltimore, MD; Phoenix, AZ; Fairfax, VA; Anchorage, AK; Cincinnati, OH; Vancouver, British Columbia; and of course, Washington, D.C.

Customer Profile

MV and its affiliates contract with cities, counties, special-purpose districts (both chartered and governmental), federal agencies, as well as private companies to provide customer-focused passenger transportation services. The company's history of satisfied customers and solid financial backing demonstrates its reliability and stability as a strong corporate partner. Further, the organization's dedication to serving the transportation needs of individual communities is evident in its operations and manifests in a myriad of functional approaches that promote customer care, leverage new technologies, recognize best practices, and control operating costs.

While each of MV's customers differ in size, service mode, scope, fleet composition, and operating environment, each trust MV to provide safe, reliable, professional transit service.

Employee Driven Excellence

In 2011, MV Transportation, Inc. initiated a semi-annual Engagement Survey to measure employee morale and monitor the consistency of company values and priorities throughout the organization. Facilitated by Kenexa, an independent research firm, the confidential survey was made available via a secure web portal to MV's 15,545 employees, with an initial response rate of 50 percent. Surveys were presented in both English and Spanish language options, and were based on a 5-point scale ("strongly disagree" to "strongly agree").





Percentage of favorable survey ratings (does not include "neutral")

Favorable Favorable Favorable Favorable Responses Responses Benchmark Responses Responses Benchmark 83% Benchmark Benchmark 77% 77% 75% 69% 69% 67% Safety Communication Quality Performance Excellence

Employee responses gave the highest favorable ratings to the company's performance on **Safety, Communication, Quality** and **Performance Excellence**. MV employee responses for these top priorities were more favorable than the transportation industry benchmark by 8%.

MV strives to ensure that each and every MV employee – from front line staff to the chief executive officer – makes safety the top priority. This survey confirmed that safety, along with the company's other core values, are well integrated across the organization.

MV is committed to conducting this survey every six months in an effort to identify all opportunities to maintain and improve these performance indicators.

Success and Accolades

MV has been recognized by industry associations, community organizations, and businesses across the North America for its successful operations. Notably, the company was selected as the 2011 Corporate Citizen of the Year by the Conference of Minority Transportation Officials (COMTO). MV also received the prestigious MSVP Quality Excellence Award for the Microsoft Corporation for its shuttle work in Redmond, Washington. MV has been listed on INC Magazine's List of America's Fastest Growing Companies and remained on Black Enterprise Magazine's B.E. 100 list for eight consecutive years.

About MV's Board of Directors

Chief Executive Officer

Since becoming MV Transportation's CEO in August 2011, the continuous improvement of MV's MetroAccess contract and, most importantly, the safe and reliable transportation services it provides to its clients every day. By making safety his #1 priority, MV has continued to meet WMATA's safety contractual goals. believes in having a direct, open and responsive relationship with the client and looks forward to his continued partnership with WMATA.





In his role as CEO, has focused on keeping MV committed to the delivery of world-class passenger transportation service by building upon the strength and values of MV's 35 year foundation. believes MV's success is directly tied to the success of its customers, and appreciates the partnership he experiences with WMATA in meeting all of the challenges of the MetroAccess operation. has met directly with MV's local supervisory team to discuss his concerns regarding customer service complaints and to determine the quickest and most efficient way to remedy passenger's worries about service.



has nearly 35 years of consulting, management, and executive leadership experience and comes to MV from PricewaterhouseCoopers LLP. Throughout his 15 years here he was the global and U.S. managing partner for Capital Projects and Infrastructure practice and co-leader of the Global Government practice.

From 1987 to 1996, was a partner of providing management and consulting services in the areas of restructuring management and corporate turnarounds.

also is the author of

which is used in business school courses and has been translated into five languages.

Chairman of the Board

is the chairman of MV's board of directors and former chief executive officer. In his 30+ year career, has contributed greatly to the passenger transportation industry. Few leaders in public transportation possess his resume, qualifications, and successes.

From 1999 through 2008, served as MV's chief executive officer. Under his direction and leadership, the company grew considerably – from \$25M to more than \$450 million without major acquisition or merger – and transformed from a local San Francisco Bay Area company to a national industry leader.

has been instrumental in a number of MV's contract awards, including the Company's work with the Washington Metropolitan Area Transportation Authority, New York City Transit, and the Central Florida Regional Transportation Authority in Orlando, Florida. A leader in paratransit management, guiding philosophy remains that "we must treat passengers with the dignity and respect that reminds each and every person that they are the reason MV is in business."





Founder/Owner, Director

is a co-founder of MV Transportation, Inc. and remains a majority shareholder. He is a member of the company's board of directors, and has served two terms as Chief Executive Officer, from the company's founding in 1975 through 1999, and again from 2008 until 2010.

focus on growth and execution of the company's mission has remained steadfast. Under his guidance and astute business acumen, MV transformed from a family-owned mom and pop business to an aggressive competitor in the ever-changing transportation industry. He has consistently challenged MV's executive leadership team to surpass its growth goals while

providing excellent service to both clients and passengers.

An entrepreneur at heart and an architect in spirit, vision of building a quality and customer focused company that also offers MV's clients a cost-effective solution to their transportation needs has been realized. Tole on the company's Board of Directors assures corporate governance that is consistent with not only this vision, but effectively meets the changing dynamics of public transportation and its operating environment.

Throughout MV's existence, it has not been uncommon to find in one of the company's many divisions greeting drivers during their 4 a.m. pullouts, dispatching routes dressed in a driver's uniform, motivating employees to achieve their performance goals, or meeting with passengers to assure them MV is always ready to serve their transportation needs.

Founder/Owner, Director

with the founding of MV Transportation. She remains a majority owner of the company, a member of MV's Board of Directors, and a fierce defender of disability rights.

commitment to serving individuals with disabilities, as well as giving back to her community, is fueled by an unwavering drive to improve the quality of life for those most in need. MV's motto, "we provide freedom" reflects her story, and captures the spirit with which she leads the organization.

Beginning as MV's first vehicle operator, dispatcher, road supervisor, manager, and community liaison exemplifies all that MV represents – a commitment to professional development for employees and dedication to providing the best service possible to MV's clients and riders. She has





travelled the roads – literally and metaphorically – that each of MV's 12,000 employees travels each day, and has never forgotten what it takes to serve the passenger community.

Instrumental in MV's historic volunteer efforts during Hurricane Katrina, spearheaded the company's caravan to disaster stricken New Orleans in 2005. Under leadership, MV sent 52 vehicles and more than 100 personnel to assist in rescue and recovery operations for more than 2 months. While there, the MV team established shuttles between New Orleans and Baton Rouge for hospital patients to three of the city's functioning hospitals, and transported military personnel and residents to various parts of the state. Shortly thereafter, established the Freedom of Mobility Foundation, a charitable branch of the company with the ongoing goal to increase access to transportation for persons with disabilities and seniors.

is a member of several organizations, but finds her greatest joy in helping others through her many philanthropic endeavors, including her annual contributions to organizations such as Lighthouse For the Blind, the National Multiple Sclerosis Society, CASA (Court Appointed Special Advocates for Children), Centers for Independent Living, the National Coalition of 100 Black Women, Inc. and many others.

Statement by Financial Institutions

Please see letter from Wells Fargo Bank confirming MV's banking relationship.

(2) Financial Statements

MV's Financial Statements are included as *Schedule Five*, and attached to our Pre-Award Evaluation Form.





United States

Vendor: 4914600000 MV Transportation 360 Campus Lane Suite 201 Fairfield CA 94534

Purchase Order

	D	ispatch v	ia E-Mail
Purchase Order WMATA-0000074418	Date 07/01/2013	Revision	Page 1
Payment Terms	Freight Terms		nip Via
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Phone	-ay.		
Deptid: 31210	Project_ID:		

Ship To: 975
WASHINGTON METROPOLITIAN AREA TRANSIT AUTHORIT
Department of Access Services
Service506 Belcrest Rd., Suite 501
Hyattsville MD 20782

Bill To: Attn: Accounts Payable 600 5TH ST, N.W. WASHINGTON DC 20001

		WASHINGTO	JIN DC 2	0001			
Tax Exempt? Y Tax Exempt ID: 52-0847040 Replenishment Option: Standard							
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FY2014 MV Operations Control Center (OCC) Services Attn: VendorP/N: MFG Name:	1.00	L \$ 4,615,	640.00	\$ 14,615,640.	00 07/01/2013		
MFG P/N:		Schedule Tota	al	\$ 14,615,640.0	<u>00</u>		
Contract ID: CQ12169B		Contract Line:	Ca	tegory Line: 0 Rel	leaset		
		Item Total		<u>\$ 14,615,640.</u>	00		
		Total PO Amo	u nt	<u>\$ 14,615,640.</u>	.00		



WMATA 600 5TH ST, N.W. WASHINGTON DC 20001 United States

> Vendor: 4914600000 MV Transportation 360 Campus Lane Suite 201 Fairfield CA 94534

Purchase Order

	D	ispatch v	ia E-Mail
Purchase Order	Date	ispatch v Revision	Page
Purchase Order WMATA-0000074418	07/01/2013		~2
Payment Terms	Freight Terms	s S	hip Via
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Ruver	Email		Currency
	@w	mata.com/S	SD
Phone	rax:		
Deptid: 31210	Project_ID:		
	• -		

Ship To: 975

WASHINGTON METROPOLITIAN AREA TRANSIT AUTHORIT Department of Access Services Servic6506 Belgrest Rd., Suite 501

Hyattsville MD 20782

Bill To: Attn: Accounts Payable

600 5TH ST, N.W. WASHINGTON DC 20001

STANDARD PURCHASE ORDER TERMS & CONDITIONS

Purchase Order Terms and Conditions Incorporated by Reference (25-201 APR 08)

This solicitation for quotations or offers, and the resulting purchase order, incorporate solicitation provisions and purchase order terms and conditions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. However, the full text of the Purchase Order Terms and Conditions may be accessed electronically at this address:

http://www.wmata.com/pdfs/business/po_terms.pdf

Clause Titles

1. Definitions (MAR 08)
2. Preparation and Submission of Quotes (MAR 08)
3. Award (MAR 08)

2. Preparation and Submission of Quotes (MAR 08)
3. Award (MAR 08)
4. Terms of Payment (MAR 08)
5. Methods of Payment (MAR 08)
6. Invoicing (MAR 08)
7. Indemnification (MAR 08)
8. Prohibited Conditions (MAR 08)
9. Price, Shipment, and Delivery (MAR 08)
10. Termination (MAR 08)
11. Applicable Federal Laws (MAR 08)
12. Federal Provisions (applicable when the solicitation and purchase order document identify the use of federal funds):

(a) Audit and Inspection of Records (APR 08)
(b) Cargo Preference (MAY 08)
(c) Civil Rights (MAY 08)
(d) Debarment & Suspension Certification (APR 08)
(e) Federal Changes (MAY 08)
(f) Fly America (MAY 08)
(g) Incorporation of Federal Transit Administration (FTA) Terms (MAY 08)
(h) No Government Obligation to third Parties (MAY 08)
(i) Program Fraud and False or Fraudulent Statements of Related Acts (MAY 08)
(j) Recycled Products/Recovered Materials (APR 08)

(i) Recycled Products/Recovered Materials (APR 08)



WMATA

600 5TH ST, N.W. WASHINGTON DC 20001

United States

Vendor: 4914600000 MV Transportation

360 Campus Lane Suite 201 Fairfield CA 94534

Purchase Order

	D	ispatch via E-Mail Revision Page
Purchase Order WMATA-0000074418	07/01/2013	-3
Payment Terms NET30	Freight Terms Destination	Ship Via Common
Ruver	Email @w	Currency mata.comJSD
Phone	Fax:	
Deptid: 31210	Project_ID:	

Ship To: 975

WASHINGTON METROPOLITIAN AREA TRANSIT AUTHORIT Department of Access Services Servic6506 Belcrest Rd., Suite 501 Hyattsville MD 20782

Bill To: Attn: Accounts Payable

600 5TH ST, N.W. WASHINGTON DC 20001

SHIPPING AND PACKAGING

(a)Packaging of Goods:
No charges are allowed for boxing and packing, unless otherwise agreed. The vendor shall secure the lowest appropriate transportation costs, unless otherwise authorized. The vendor shall package goods in accordance with ASTM commercial standards;

(1) Provide for multiple handling and shipment by any mode (i.e. pallet jack, forklift), and storage periods of a minimum of one year in enclosed facilities without damage to the product; (2) Provide for package quantities suitable for redistribution without additional repackaging or

marking;
(3) Nothing shall come in packaged increments greater than 100 each/pieces/kits or more than 50 pounds; unless otherwise authorized.
(4) Standard packaging increments are 10, 25, 50 and 100 each/pieces/kits.

(b) Vendors / Secondary Vendors / Drop Shippers: Each shipping container/pallet and shipping/packing list shall be clearly and permanently marked with the following:

(1) Vendor's name, address and part number;

(2) Authority's full name and the address of the place of delivery; (3) Authority's Purchase Order Number; (4) Authority's Stock Number;

(4) Additionly 5 dock realises,
(5) Quantity;
(6) Name of Contracting Officer or her/his designation representative;
(7) Container number and total number of containers, for example "Box 1 of 4 boxes".
(8) Each container/pallet must bear the individual shipping/packing slip "only" associated with that container/pallet. All shipments must be accompanied by a shipping/packing list.

Line Details

Business Unit:	WMATA	Req ID:	0000022404				
Requester:							
Requisition Date:	06/03/2013	Merchandise Amount:	14,615,640.00 USD				
Req Status:	Approved	Pre-Encumbrance Balance:	14615640.00 USD				
Requisition Details Details More Contr.	nct 🖽			Cur	stomize Find View All 년호	First	1 of 1 Last
Line Status Itom I	D Description	Vendor ID	Namo	Req Qty UOM	Merchandise Amt	Amount Only	
1 Approved	FY2014 MV Ope	rations Control C 4914600000	MV Transportation	1,0000 Lump Sum	14,615,640.00 USD	, a	@ 國
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WV Contract: CQ12-169B entered PO 744-18 entered

Item Description

Item ID Transa	: ction Item Description	
FY201	4 MV Operations Control Center (OCC) Services	(J)
Proform	ed Language Item Descr	:
Prefeir	ed Language nem descr	
ок	Cancel	

From: Wednesday, April 24, 2013 9:38 AM Sent: To: FW: LIVING WAGE QUESTIONS/ANSWERS Subject: Attachments: MV Living Wage Follow-up 04-24-13.pdf Please make sure that this lands in the file. Thank you! Chief Procurement Officer WMATA - PRMT Office: Fax: Blackberry: Email: Dwmata.com ----Original Message---mvtransit.com] From: Sent: Wednesday, April 24, 2013 7:07 AM Τo Subject: KE: LIVING WAGE QUESTIONS/ANSWERS Please see the attached request for clarification on the discussions MV had with on Monday. Thanks, Project Manager/Regional Vice-President MV Transportation ----Original Message----26@wmata.com] Sent: Friday, April 12, 2013 3:00 PM To: Subject: LIVING WAGE QUESTIONS/ANSWERS Good afternoon Attached, please find response to your questions regarding WMATA's Living Wage Ordinance. Sincerely, Contract Manager

WMATA - PRMT 600 Fifth Street, NW Washingt<u>on DC, 20001</u>

Office:

Email: @wmata.com



April 24, 2013

Contracting Officer
Washington Metropolitan Area Transit Authority ("WMATA")
Office of Procurement and Materials
600 Fifth Street NW
Washington, DC 20001

RE: FOLLOW-UP ON LIVING WAGE ORDINANCE REQUIREMENTS

Dear ,

On Monday. April 22, I attended a video conference with and During this meeting, I described how MV intends to compensate employees. To confirm this approach, MV intends to offer the following:

- MV will contribute \$236 each month towards the employee's medical insurance coverage. \$2,829 annually
- MV will divide this by 2,080 hours for a full time employee, so we will pay \$1.36 per hour in medical insurance costs
- MV will pay a minimum of \$11.78 as a base hourly wage
- Total wage paid to the employee will be \$13.14 (\$11.78 as a base hourly rate and \$1.36 towards medical insurance)

said if we did this, she felt MV would be compliant. Please confirm our understanding.

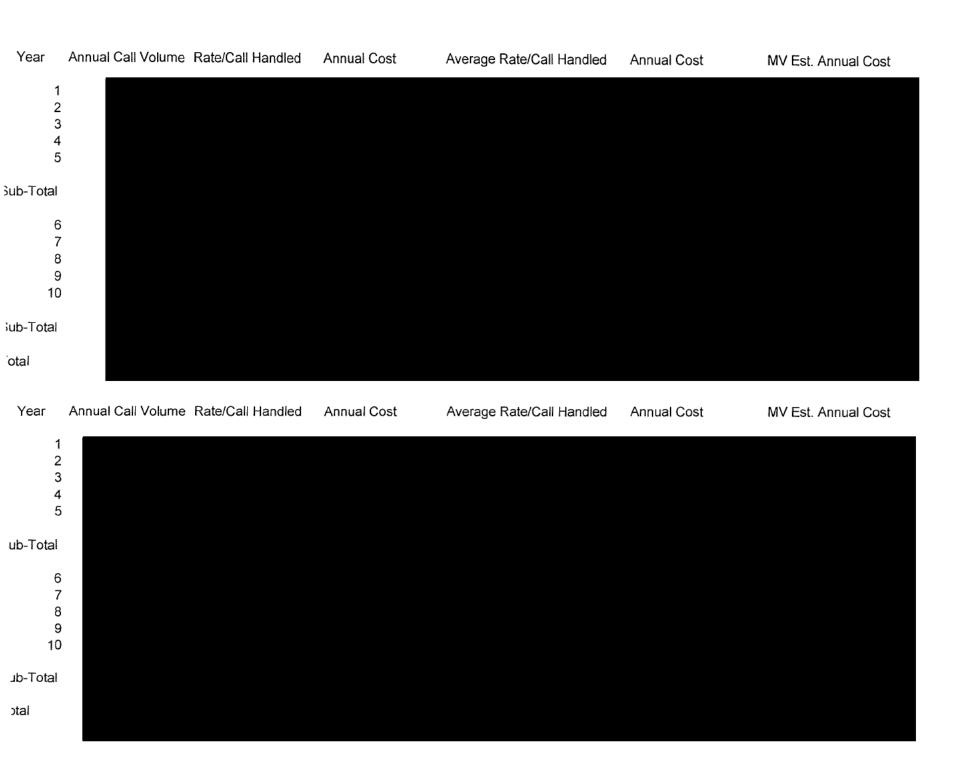
Please let me know if we need to schedule a meeting to discuss these questions or if you require any further clarifying information. I can be reached at

Sincerely,



Project Manager / Regional Vice-President MV Transportation Inc.

CC:



· 621216913

From:	
Sent:	Monday, March 04, 2013 12:21 PM
To:	
Cc:	
Subject:	RE: Contract Award

Congratulations on your successful retention of managing the Operations Control Center for WMATA's MetroAccess paratransit service. You received an award letter on Friday, March 1, 2013, indicating that the Contracting Officer's Technical Representative (COTR) would be contacting you regarding a "pre-mobilization" meeting. As the incumbent transitioning service delivery operations to multiple contractors as part of WMATA's new business model, it will be essential that we work closely together to ensure a smooth transition of service and a fair and proper closure of MV's existing contract between now and June 30, 2013.

This message serves as formal notice that I, Program Manager, and Will provide interpretation on operational, technical, and communications matters. Our contact information follows, and please note that voice messages left at our numbers will be forwarded in real time to our Blackberries:



In preparation for the transition, we ask that you provide the following:

- 1. Listing of any additional start-up personnel who may be used to facilitate the transition of service delivery operations, to include cell phone numbers, e-mail addresses
- 2. Personnel retention plan during the transition period, which we have already begun with
- Disposition of operating facilities, with detail on all lease obligations and potential for reassignment to the new contractors, or potentially WMATA (mentioned briefly to asset week)

We will be discussing these items in our first meetings, which will start this week by videoconference and/or in-person.

We will be asking all providers to regard May 1, 2013 as the first day that they will provide service under the new contracts with trip volume being incrementally phased over until June 30, 2013. Also, as we clarified previously, the definition of an "excessively late / missed trip" will be changed from 30 minutes beyond the scheduled pick-up window to 20 minutes. These changes will be incorporated into the contract at the same time that the final documents are being assembled.

Although the change in our business model shifted MV's role in the provision of MetroAccess service, please know that WMATA has appreciated MV's partnership over the last seven years and looks forward to continuing that relationship for the next ten!

Please feel free to contact me with any questions.

Assistant General Manager

Washington Metropolitan Area Transit Authority Department of Access Services 600 Fifth Street NW Washington, DC 20001

www.wmata.com/accessibility

Or	iginal	Messag	ge

From:

Sent: Friday, March 01, 2013 5:46 PM

To:

Cc:

Subject: Contract Award

Good Afternoor

Attached you will find Contract CQ12169B for award of the MetroAccess Paratransit Service for Maryland, Virginia and the District of Columbia - Operation Control Center portion.

Please sign page 2 of the Award Letter and return the signed page to my attention ASAP. After receipt of page 2, a Conformed Contract will be issued.

The Contracting Officer's Technical Representative (COTR) will contact you to coordinate a pre-mobilization meeting.

Any press releases regarding the award of this contract must be vetted through WMATA prior to publication.

From: Sent:

Monday, February 25, 2013 2:23 PM

To:

Subject:

FW: CQ12169/KAM, OCC - Small Business Signed Agreement

Attachments: certificate5.pdf

Attached is the revised Insurance Certificate from MV for the OCC portion. Please advise if acceptable.

Thank you.

From: @mvtransit.com]

Sent: Monday, February 25, 2013 2:09 PM

To:

Subject: RE: CQ12169/KAM, OCC - Small Business Signed Agreement

Good Morning

Please see attached insurance certificate.

Let me know if you have any questions.

Regards,

Sr. Vice President Business Development

Pho<u>ne</u>

Fax

@mvtransit.com

www.mvtransit.com



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From

Sent: Sunday, February 24, 2013 10:23 PM

To

Cc

Subject: RE: CQ12169/KAM, OCC - Small Business Signed Agreement

Good Evening

Pursuant to your request for the dollar amounts showing that MV meets the 2% SBLPP goal, please see below revised information based on our BAFO:

Opportunity	Company	Contract Amount	Percentage
Quality Assurance & Eligibility Staff	Diamond Transportation	5 yr estimate \$1,515,972	2.11%
Uniforms	Hanover Uniform	5 yr estimate \$90,000	0.13%
Training Customer Service/ADA	Simon & Simon	5 yr estimate \$37,500	0.05%
COGNOS BI	SL King	Option	Option

Let me know if you have any additional questions.

I will send you the insurance certificate on Monday morning.

Regards,

Sr. Vice President Business Development Phone Fax Cel @mvtransit.com Email: www.mvtransit.com



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From

Sent: Friday, February 22, 2013 4:53 PM

To:

Subject: RE: CQ12169/KAM, OCC - Small Business Signed Agreement

Good Evening

Pursuant to our conversation a bit ago I will re-send the contracts we have with our SBLPP firms for the OCC that I sent to you on 1/22. There will be a total of 3 emails coming after this one (just SBLPP contracts). In addition, I will send the new insurance certificate on Monday morning.

Please let me know if you do not receive the three emails.

Regards,

Sr. Vice President Business Development

Phone: Fax: Cell:

Email @mvtransit.com

www.mvtransit.com



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From

@wmata.com]

Sent: Friday, February 22, 2013 3:41 PM

To

Cc

Subject: CQ12169/KAM, OCC - Small Business Signed Agreement

WMATA requested you submit a signed agreement between you and the companies you will be using to fulfill the 2% Small Business requirement in the RFP. Please provide the signed agreement along with the dollar amounts showing you meet the 2% for each company by 12 Noon, Monday, February 25th.

Thank you



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

the terms and conditions of the policy, ce certificate holder in lieu of such endorse	rtain p	olicies may require an en					
PRODUCER	nem(o	,	CONTACT NAME:				
The state of the s			NAME: PHONE				
Portiand, OR 97201			ADDRESS:				
			ins	SURER(S) AFFOR	RDING COVERAGE		NAIC#
			INSURER A :ACE American Insurance Company				22667
INSURED MV Transportation, Inc. and subsidiaries			INSURER B :Indemnity	Insurance Com	pany of North America		43575
2024 College Street			INSURER C :				
Elk Horn, IA 51531			INSURER D :				
			INSURER E :				
			INSURER F :				
COVERAGES CERTI	FICATE	NUMBER: AAZ67PDB			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUIR CERTIFICATE MAY BE ISSUED OR MAY PERTAEXCLUSIONS AND CONDITIONS OF SUCH PO	REMENT NN, THE OLICIES.	T, TERM OR CONDITION OF EINSURANCE AFFORDED B' LIMITS SHOWN MAY HAVE	ANY CONTRACT OR Y THE POLICIES DES BEEN REDUCED BY	OTHER DOCL CRIBED HERI PAID CLAIMS.	JMENT WITH RESPECT TO EIN IS SUBJECT TO ALL TH	WHICH	THIS
INSR TYPE OF INSURANCE IN	DL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
A GENERAL LIABILITY		HDO G27016236	02/01/2013	02/01/2014	EACH OCCURRENCE	\$	5,000,000
X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	s	100,000
CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	5,000
					PERSONAL & ADV INJURY	s	5,000,000
					GENERAL AGGREGATE	\$	5,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:			ļ		PRODUCTS - COMP/OP AGG	\$	5,000,000
					PRODUCTS - COMPIOP AGG	s	
A AUTOMOBILE LIABILITY	-	ISA H08713935	02/01/2013	02/01/2014	COMBINED SINGLE LIMIT (Ea accident)		F 000 000
					(Ea accident) BODILY INJURY (Per person)	\$	5,000,000
X ANY AUTO SCHEDULED					ļ	s	
ALL OWNED SCHEDULED AUTOS NON-OWNED					BODILY INJURY (Per accident) PROPERTY DAMAGE		
HIRED AUTOS AUTOS					PROPERTY DAMAGE (Per accident)	\$	
						a a	
UMBRELLA LIAB OCCUR					EACH OCCURRENCE	s	
EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
DED RETENTION\$						\$	
A WORKERS COMPENSATION B AND EMPLOYERS' LIABILITY		WLR C47129825 (AOS) WLR C47129837 (CA & MA)	02/01/2013	02/01/2014	X WC STATU- TORY LIMITS ER		
ANY DECEDETOR/DARTNER/EYECUTIVE	A	WCU C47129849 (OH & WA) SCF C47129850 (WI)			E.L. EACH ACCIDENT	s	1,000,000
(Mandatory In NH)		001 047 120000 (111)			E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	s	1,000,000
						\$ \$	
						S	
						\$ \$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Under the Auto Liability Policy shown above, symbol 1 (any auto coverage) is utilized. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY is named as an Additional Insured as respects the operations of the Named Insured with respects to General and Auto Liability coverage as required by written contract subject to policy terms, conditions and exclusions. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY is named a Loss Payee as pertains to the lease/rental of vehicles to the Named Insured while under its care, custody and control.							
CERTIFICATE USI DED			CANCELLATION				
CERTIFICATE HOLDER			CANCELLATION				
WASHINGTON METROPOLITAN AREA TRANSI	T AI ITL	ORITY		DATE THEREC	ESCRIBED POLICIES BE CA F, NOTICE WILL BE DELIVE Y PROVISIONS.		
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 600 5TH STREET NW			AUTHORIZED REPRESE	NTATIVE			

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ROOM 3801 WASHINGTON, DC 20001

AGENCY CUSTOMER ID:	
1 OC #:	



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER McGriff, Seibels & Williams of Oregon		INSURED MV Transportation, Inc. and subsidiaries
POLICY NUMBER		
CARRIER NAIC CODE		
		ISSUE DATE: 01/30/2013

ADDITIONAL REMARKS

FORM NUMBER: _____ FORM TITLE: __

Auto Physical Damage

Insurance Company: Ace American Insurance Company Policy #: ISA H08713935
Policy Period: 2/1/13 - 2/1/14

Limit: Actual Cash Value

CERTIFICATE NUMBER: AAZ67PDB

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY SUPPLY AND SERVICE CONTRACT RFP CQ12068/KAM



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY SOLICITATION, OFFER AND AWARD

١	CONTR	RACT NO.	SOLICITATION NO.	DATE ISSUE			OF PROCUREMENT
Ì	2010	1.600	RFP CQ12169/KAM			Office of Procu	
١	CQ12	1698	X ADVERTISED NEGOTIATED	June 1, 2012	1	00 Fifth Stree	-
Į			X ADVERTISED NEGOTIATED	<u> </u>	Wa	ashington, D	C 20001
г			6011	CITATION			
L	Casled offer	in osiginal and	TWO (2) copies for furnishing the su	CITATION	the cohedules will b	a received at	
	Authority un	in original and ii 2:00 P.M.	local time August 17, 2012	upplies of services if	the schedules will b	e received at	
	•	(Hour)	(Date)				
			ation, offers will be publicly opened at that is: See paragraph 6 of Solicitation Instruction				
		subject to the f					
			ns which are attached. which are attached.				
			erein and/or attached hereto.				
	4. Such other	er provisions, re	presentations, certifications, and specificati	ons, as are attached	or incorporated here	ein by reference.	
	Bidder's	Phone Num	ber	Bidder'	s Fax Number _		-
			SC	HEDULE			
	ITEM NO.		SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		METROAC	CESS PARATRANSIT				
		SERVICE I	FOR MARYLAND, VIRGINIA,				
		AND THE	DISTRICT OF COLUMBIA				
1	7	(8	ee continuation of schedule on page 13)	}			
				1			
			UMBER: 10-418-3132				
	DUN & BRA	DSTREET ID N	UMBER: 10-410-3132				
			0	FFEROR	·		
	Name and	MV Trans	sportation, Inc.	Name and Title of I	Person Authorized to	Sign Offer (Print o	r Type)
	Address (Street, city,		Central Parkway, Ste. 1145				
	county, state, and zip code)		• •		Presiden	t/Chief Ope	rating Officer
		Dallas, T	X 75206	Signature /		Offer Date	
		heck if remittance is o	different from above — enter such address in Schedule			Augu	ust 2, 2012
		TOTAL TOTAL CO. IS C.	AWARD (To be con	npieted by The	Authority)	-	
			ACCEPTANCE AND AWARD ARE HE			EM(S):	
			ITEM NO.		QUANTITY	ÚNIT	UNIT PRICE
			Base Year		As specifi	ed in the	QFP
			Year 1-5		AS SPECIFI	ea 111 cm	S ICC E
			10d1 1 <u>-</u> 3		. [
				····			
	The total amo	ount of this awar	d is \$ 82,306,3				
3			05-05			3/1/	2013
0	,	Name of Contracting	ng Officer (Print of Type)			A	WARD DATE



March 11, 2013

600 5th St NW Washington,DC 20001

Re: Notice of Award

Dear

Enclosed please find our fully Notice to Proceed for Contract #CQ12169B for your records.

If you have any questions, please contact

at.

Sincerely,

Contracts Administrative Assistant

Enc. (1) Notice to Proceed

March 1, 2013



President/Chief Operating Officer MV Transportation, Inc. 5910 N. Central Parkway, Ste. 1145 Dallas, TX 75206

Re: Notice of Award/Transmittal of Contract Documents And Notice to Proceed for Contract No. CQ12169B MetroAccess Paratransit Service For Maryland, Virginia, And The District Of Columbia

Dear

This is to advise you that the undersigned has been duly designated as the Contracting Officer for the referenced contract. As the duly designated Contracting Officer, the undersigned is empowered to enter into this contract on behalf of the Authority and to take all actions and to exercise all authority within approved funding limits permitted a Contracting Officer under the contract.

The Washington Metropolitan Area Transit Authority hereby awards the Base Year of Contract CQ12169B to your firm for the Operations Control Center (OCC) portion of the MetroAccess Paratransit Service, in the Amount of \$82,306,329.86 in accordance with RFP CQ12169/KAM. This Contract has a Five-Year Base and one Five-Year Option.

The Period of Performance for the Base Year is July 1, 2013 through June 30, 2018. This letter also serves as notice that you may commence all necessary preparations for full development of this contract on July 1, 2013.

Please indicate your receipt of this Notice of Award And Notice to Proceed in the space provided on page two and return with an original signature to the Authority. Upon execution of the contract by the Contracting Officer, a fully executed copy will be provided to you.

Washington Metropolitan Area Transit Authority

BNO Fairh Bireet "VW Boungton DC 20001

By SM trings in My Stander Pest of ment & encoloration Pest Turen in man grown from Ps SM Ed to Mill my Jess 31 Ed to Mill J. Till encolor If you should have any questions please direct them to

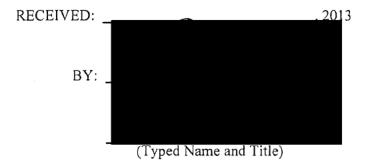
at _____)

Sincerely.

Contracting Officer
Office of Procurement and Materials

Notice of Award/Transmittal of Contract Documents And Notice To Proceed Contract No. CQ12169B

CONTRACTOR: MV Transportation, Inc.



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (BAFO)

PRICE PROPOSAL

RFP CQ12169/KAM

The Operations Control Center Contractor shall provide fixed per call rates for each service level benchmark for each year of the contract. Estimated call volume is provided for evaluation purposes only and does not represent a firm commitment to purchase any amount of service. Actual service levels may vary widely from the estimated service levels shown. The fixed per call are to include all applicable charges. No additional charges will be allowed.

Year One - July 1, 2013 - June 30, 2014

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 1 (multiply Line 5 by Line 6)	

Year Two - July 1, 2014 - June 30, 2015

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 2 (multiply Line 5 by Line 6)	

Year Three - July 1, 2015 - June 30, 2016

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 3 (multiply Line 5 by Line 6)	

Year Four - July 1, 2016 - June 30, 2017

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 4 (multiply Line 5 by Line 6)	

Year Five - July 1, 2017 - June 30, 2018

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 5 (multiply Line 5 by Line 6)	

Option Year One - July 1, 2018 - June 30, 2019

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 6 (multiply Line 5 by Line 6)	

Option Year Two - July 1, 2019 - June 30, 2020

1	Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled		
. 1	18,360 to 22,950 calls handled per week			
2	22,951 to 31,050 calls handled per week			
3	31,051 to 37,261 calls handled per week			
4	Sum of Hourly Rates (add Lines 1 through 3)			
5	Average Hourly Rate (divide Line 4 by the number 3)			
6	Estimated Annual Revenue Service Hours			
7	Estimated Annual Cost Year 7 (multiply Line 5 by Line 6)			

Option Year Three - July 1, 2020 - June 30, 2021

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 8 (multiply Line 5 by Line 6)	

Option Year Four - July 1, 2021 - June 30, 2022

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 9 (multiply Line 5 by Line 6)	

Option Year Five - July 1, 2022 - June 30, 2023

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 10 (multiply Line 5 by Line 6)	

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

PRICE PROPOSAL

RFP CQ12169/KAM

OPERATIONS CONTROL CENTER - FIXED RATE COST COMPONENT DETAIL (BAFO) FOR EACH LINE ITEM ENTER THE AMOUNT IT CONTRIBUTES TO THE PER CALL RATE BY YEAR

No.	Cost Line Items	Year 1	Year 2	Year 3	Year 4	Year 5	Option	Option	Option	Ontion	Option
140.	Cost Little items	i eai i	Teal 2	Tears	real 4	Teas 5	Year 1			Option	
	LABOR						Tear I	Year 2	Year 3	Year 4	Year 5
1	General Manager										
2	Asst. General Manager										
3	Reservations Manager										
4	Dispatch Manager										
5	Scheduling Manager										
6	IT Manager										
7	Training Manager										
8	Administrative Support Manager										
9	ELIG Office Receptionist										
10	ELIG Reservations Coordinator										
11											
	ELIG Dispatch Support										
12	Reservations Supervisor										
13	Reservationists										
14	Schedulers										
15	Dispatch Supervisors										
16	Dispatchers										
17	Eligibility Dispatcher										
18	No show dispatchers/clerks										
19	Control Center training supervisor										
20	Customer Service Agent										
21	Controller										
22	Asst. Controller										
23	Billing Auditor										
24											
	IT Supervisor										
	IT Staff										
27	HR Manager										
28	HR Generalist/Recruiter										
	MATERIAL & OTHER COSTS										
29	Physicals (each)										
	Monthly Physicals (New/Replacement										
	Staff)										
31	Drug & Alcohol Testing										
32	Help Wanted Advertising										
33	General Liability Insurance										
34	Administrative support										
35	Trapeze Support										
	Communication (Radio or Push-to-Talk										
36	Telephone)										

243 Amendment 003

37	Start-up Costs 1	
38	Fringe Benefits 2	
39	General & Administrative Costs	
40	Profit	
41	Other (Facility Expenses)	
42	Other (Professional Services)	
43	Other (Electronic Data Storage)	
44	Other (Capital Depreciation)	
45	Other (Interest Expense)	
	TOTAL ALL PER CALL COSTS	
	Weekly Avg Call Volume July-Oct, 1.	
	Annual Calls (Weekly X 52)	
	TOTAL ANNUAL COST	
4.0		

¹ Proposers may be required to provide detailed start-up costs upon WMATA's request.

² Proposers may be required to provide detailed information on employer versus employee paid fringe benefits.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

PRICE PROPOSAL RFP CQ12169/KAM

OPERATIONS CONTROL CENTER - FIXED RATE COST COMPONENT DETAIL (BAFO) FOR EACH LINE ITEM ENTER THE TOTAL ANNUAL COST

No.	Cost Line Items	Year 1	Year 2	Year 3	Year 4	Year 5	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
	LABOR										
1	General Manager										
2	Asst. General Manager										
3	Reservations Manager										
4	Dispatch Manager										
5	Scheduling Manager										
	IT Manager										
7	Training Manager										
8	Administrative Support Manager										
	ELIG Office Receptionist										
10	ELIG Reservations Coordinator										
11	ELIG Dispatch Support										
12	Reservations Supervisor										
13	Reservationists										
	Schedulers										
15	Dispatch Supervisors										
16	Dispatchers										
17	Eligibility Dispatcher										
18	No show dispatchers/clerks										
19	Control Center training supervisor										
	Customer Service Agent										
	Controller										
	Asst. Controller										
	Billing Auditor										
24	Accounting Clerk										
	IT Supervisor										
	IT Staff										
	HR Manager										
28	HR Generalist/Recruiter										
	MATERIAL & OTHER COSTS										
29	Physicals (each)										
	Monthly Physicals (New/Replacement										
30	Staff)										
31	Drug & Alcohol Testing										
32	Help Wanted Advertising										
	General Liability Insurance										
	Administrative support										
	Trapeze Support										
	Communication (Radio or Push-to-Tall										
36	Telephone)										
	Cell Phones Monthly Expense										
	, , ,										
	Internet Access (per Doug McCorkle)										
	Radio Fees (775 units)										
	Telephone Monthly Expense										
	Language Line										
	Replacement Radios										
	and the second second										

245 Amendment 003

37	Start-up Costs 1	
38	Fringe Benefits 2	
39	General & Administrative Costs	
40	Profit	
41	Other (Facility Expenses)	
	Facility Rent (Hard Document Storage)	
	Facility Repairs	
	Office Supplies	
	Postage	
	Personal Property Tax	
	Leased Equipment	
	Business License (City & State)	
	Other (Professional Services)	
1	These are "LEGAL SERVICES"	
42	on the Expense tab.	
43	Other (Electronic Data Storage)	
44	Other (Capital Depreciation)	
45	Other (Interest Expense)	
	TOTAL OF ALL ANNUAL COSTS	
	Weekly Avg Call Volume July-Oct, 1:	
	Annual Calls (Weekly X 52)	
	Cost Per Call	

¹ Proposers may be required to provide detailed start-up costs upon WMATA's request.

² Proposers may be required to provide detailed information on employer versus employee paid fringe benefits.

March 1, 2013



President/Chief Operating Officer MV Transportation, Inc. 5910 N. Central Parkway, Ste. 1145 Dallas, TX 75206

Re: Notice of Award/Transmittal of Contract Documents And Notice to Proceed for Contract No. CQ12169B MetroAccess Paratransit Service For Maryland, Virginia, And The District Of Columbia

Dear

This is to advise you that the undersigned has been duly designated as the Contracting Officer for the referenced contract. As the duly designated Contracting Officer, the undersigned is empowered to enter into this contract on behalf of the Authority and to take all actions and to exercise all authority within approved funding limits permitted a Contracting Officer under the contract.

The Washington Metropolitan Area Transit Authority hereby awards the Base Year of Contract CQ12169B to your firm for the Operations Control Center (OCC) portion of the MetroAccess Paratransit Service, in the Amount of \$82,306,329.86 in accordance with RFP CQ12169/KAM. This Contract has a Five-Year Base and one Five-Year Option.

The Period of Performance for the Base Year is July 1, 2013 through June 30, 2018. This letter also serves as notice that you may commence all necessary preparations for full development of this contract on July 1, 2013.

Please indicate your receipt of this Notice of Award And Notice to Proceed in the space provided on page two and return with an original signature to the Authority. Upon execution of the contract by the Contracting Officer, a fully executed copy will be provided to you.

Washington Metropolitan Area Transit Authority

500 Fifth Street TW iscreston ICC -0001

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If you should have any questions please direct them to

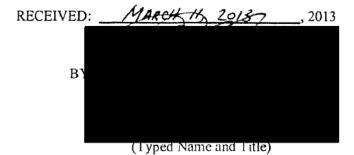
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Sincerely,

Contracting Officer
Office of Procurement and Materials

Notice of Award/Transmittal of Contract Documents And Notice To Proceed Contract No. CQ12169B

CONTRACTOR: MV Transportation, Inc.



Notice of Award/Transmittal of Contract Documents And Notice To Proceed Contract No. CQ12169B

CONTRACTOR:	MV Transportation, Inc.	
RECEIVED:	(Date)	, 2013
BY:	(Signature)	
	(Typed Name and Title)	

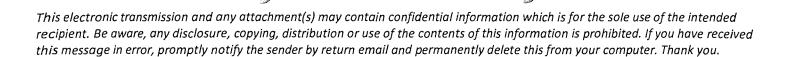
From: Friday, March 08, 2013 12:22 PM Sent: To: FW: RFP CQ12169/KAM Subject: MV WMATA Operation Control Center Clarification Response 12213.pdf; MV BAFO price Attachments: Pages WMATA OCC.XLS FYI Contract Manager WMATA - PRMT 600 Fifth Street, NW Washington DC, 20001 Office Email @wmata.com From @mvtransit.com] Sent: Tuesday, January 22, 2013 4:21 PM Td Cd Subject: RFP CQ12169/KAM Good Afternoon I am sending this on behalf of MV President/Chief Operating Officer. Please see MV's attached clarification response document (PDF file), associated pricing (excel file) and SBLPP contracts. I will send over the SBLPP contracts under separate emails due to size of the scans. Please confirm that you have received this email. Thank you for your ongoing consideration of MV Transportation, Inc. We look forward to working with you throughout the remainder of this procurement. or myself know if you have any questions. Regards, Sr. Vice President Business Development Phone: Fax:

We Provide Freedom

www.mvtransit.com

lo@mvtransit.com

Cell



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (BAFO)

PRICE PROPOSAL

RFP CQ12169/KAM

The Operations Control Center Contractor shall provide fixed per call rates for each service level benchmark for each year of the contract. Estimated call volume is provided for evaluation purposes only and does not represent a firm commitment to purchase any amount of service. Actual service levels may vary widely from the estimated service levels shown. The fixed per call are to include all applicable charges. No additional charges will be allowed.

Year One - July 1, 2013 - June 30, 2014

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 1 (multiply Line 5 by Line 6)	

Year Two - July 1, 2014 - June 30, 2015

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled					
1	18,360 to 22,950 calls handled per week						
2	22,951 to 31,050 calls handled per week						
3	31,051 to 37,261 calls handled per week						
4	Sum of Hourly Rates (add Lines 1 through 3)						
5	Average Hourly Rate (divide Line 4 by the number 3)						
6	Estimated Annual Revenue Service Hours						
7	Estimated Annual Cost Year 2 (multiply Line 5 by Line 6)						

Year Three - July 1, 2015 - June 30, 2016

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 3 (multiply Line 5 by Line 6)	

Year Four - July 1, 2016 - June 30, 2017

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 4 (multiply Line 5 by Line 6)	

Year Five - July 1, 2017 - June 30, 2018

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 5 (multiply Line 5 by Line 6)	

Option Year One - July 1, 2018 - June 30, 2019

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 6 (multiply Line 5 by Line 6)	

Option Year Two - July 1, 2019 - June 30, 2020

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 7 (multiply Line 5 by Line 6)	

Option Year Three - July 1, 2020 - June 30, 2021

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 8 (multiply Line 5 by Line 6)	

Option Year Four - July 1, 2021 - June 30, 2022

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 9 (multiply Line 5 by Line 6)	
	<u> </u>	

Option Year Five - July 1, 2022 - June 30, 2023

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled					
1	18,360 to 22,950 calls handled per week						
2	22,951 to 31,050 calls handled per week						
3	31,051 to 37,261 calls handled per week						
4	Sum of Hourly Rates (add Lines 1 through 3)						
5	Average Hourly Rate (divide Line 4 by the number 3)						
6	Estimated Annual Revenue Service Hours						
7	Estimated Annual Cost Year 10 (multiply Line 5 by Line 6)						

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

PRICE PROPOSAL

RFP CQ12169/KAN

OPERATIONS CONTROL CENTER - FIXED RATE COST COMPONENT DETAIL (BAFO) FOR EACH LINE ITEM ENTER THE AMOUNT IT CONTRIBUTES TO THE PER CALL RATE BY YEAR

No.	Cost Line Items	Year 1	Year 2	Year 3	Year 4	Year 5	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
_	LABOR				 	 	Teal I	Teal 2	Tear 3	rear 4	Year 5
1	General Manager										
2	Asst. General Manager										
	Reservations Manager										
4	Dispatch Manager										
5	Scheduling Manager										
	IT Manager										
7	Training Manager										
8	Administrative Support Manager										
9	ELIG Office Receptionist										
10	ELIG Reservations Coordinator										
11	ELIG Dispatch Support										
12	Reservations Supervisor										
13	Reservationists										33
14	Schedulers										
15	Dispatch Supervisors										
	Dispatchers										
17	Eligibility Dispatcher										
18	No show dispatchers/clerks										
19	Control Center training supervisor										
20	Customer Service Agent										
21	Controller										
22	Asst. Controller										
23	Billing Auditor										
24											
25	IT Supervisor										
26	IT Staff										
27	HR Manager										
28	HR Generalist/Recruiter										
	MATERIAL & OTHER COSTS										
29	Physicals (each)										
	Monthly Physicals (New/Replacement										
30	Staff)										
31	Drug & Alcohol Testing										
32											
33	General Liability Insurance										
34	Administrative support										54
35	Trapeze Support										
	Communication (Bodie of Book to Tot										
	Communication (Radio or Push-to-Tal										
36	Telephone)										

243 Amendment 003

37	Start-up Costs 1	
	Fringe Benefits 2	
39	General & Administrative Costs	
40	Profit	
41	Other (Facility Expenses)	
42	Other (Professional Services)	
43	Other (Electronic Data Storage)	
44	Other (Capital Depreciation)	
45	Other (Interest Expense)	
	TOTAL ALL PER CALL COSTS	
	Weekly Avg Call Volume July-Oct, 12	
	Annual Calls (Weekly X 52)	
	TOTAL ANNUAL COST	
	'	

¹ Proposers may be required to provide detailed start-up costs upon WMATA's request.

² Proposers may be required to provide detailed information on employer versus employee paid fringe benefits.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

PRICE PROPOSAL

RFP CQ12169/KAM

OPERATIONS CONTROL CENTER - FIXED RATE COST COMPONENT DETAIL (BAFO) FOR EACH LINE ITEM ENTER THE TOTAL ANNUAL COST

No.	Cost Line Items	Year 1	Year 2	Year 3	Year 4	Year 5	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
	LABOR				-			, , , , ,		, , , , ,	
1	General Manager										
2	Asst. General Manager										
3	Reservations Manager										
4	Dispatch Manager										
	Scheduling Manager										
6	IT Manager										
7	Training Manager										
8	Administrative Support Manager										
	ELIG Office Receptionist										
10	ELIG Reservations Coordinator										
11	ELIG Dispatch Support										
	Reservations Supervisor										
	Reservationists										
	Schedulers										44
	Dispatch Supervisors										
16	Dispatchers										
17	Eligibility Dispatcher										
18	No show dispatchers/clerks										
19	Control Center training supervisor										
20	Customer Service Agent										
21	Controller										
22	Asst. Controller										
23	Billing Auditor										
24	Accounting Clerk										
	IT Supervisor										
	IT Staff										
	HR Manager										
28	HR Generalist/Recruiter										
	MATERIAL & OTHER COSTS										
29	Physicals (each)										
	Monthly Physicals (New/Replacement										
30	Staff)										
31	Drug & Alcohol Testing										
32	Help Wanted Advertising										
33	General Liability Insurance										
34	Administrative support										. 1 12
35	Trapeze Support										
	Communication (Radio or Push-to-Talk										
36	Telephone)										

245 Amendment 003

37	Start-up Costs 1	
38	Fringe Benefits 2	
39	General & Administrative Costs	
40	Profit	
41	Other (Facility Expenses)	
42	Other (Professional Services)	
43	Other (Electronic Data Storage)	
44	Other (Capital Depreciation)	
45	Other (Interest Expense)	
	TOTAL OF ALL ANNUAL COSTS	
	Weekly Avg Call Volume July-Oct, 1	
	Annual Calls (Weekly X 52)	
	Cost Per Call	

¹ Proposers may be required to provide detailed start-up costs upon WMATA's request.



² Proposers may be required to provide detailed information on employer versus employee paid fringe benefits.



January 22, 2013

Washington Metropolitan Area Transit Authority Office of Procurement and Materials Third Floor File Room Jackson Graham Building 600 Fifth Street, N.W. Washington, DC 20001

CPPB, Contract Administrator, @wmata.com Attn:

RE: RFP CQ12169/KAM Clarification for Operation Control Center (OCC) Proposal

Dear
Thank you for the opportunity to speak with you, I anuary 17. Pursuant to those discussions, MV respectfully submits the following clarifications to the above-referenced procurement, along with the company's Best And Final Offer (BAFO) as requested. I am hopeful that these explanations provide ample clarification; however, should WMATA require any further additional information, please do not hesitate to contact me at any time.
I remain your primary contact for this procurement and I am authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). I can be reached any time of day at and via email at more more more more more more more more
Thank you for your ongoing consideration of MV Transportation, Inc. We look forward to working with you throughout the remainder of this procurement.

Best regards, President/Chief Operating Officer



RFP CQ12169/KAM, MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Clarification for Operation Control Center (OCC) Proposal

On January 17, 2013, WMATA requested that MV provide its Best And Final Offer (BAFO), along with clarification and detail regarding the following cost line items:

- Facility Expenses
- Professional Services
- Interest Expense
- Administrative
- Communication (Radio or Push-to-Talk Telephone)

Additionally, MV has provided, in response to WMATA's request, narrative relating to alternative pricing options, as well as copies of signed contracts with MV's proposed SLBPP partners. MV has not provided a contract for SL King as this is an option to MV's proposal. Should WMATA choose the option to include SL King, MV will work immediately to get a signed contract with this organization.

MV has included its Best And Final Offer (BAFO) pricing in attachment, using the current pricing structure and format required by WMATA. Please note that while the annual price remains the same, the number of calls has been adjusted to match current levels. Additionally, MV respectfully submits the below clarification regarding the above listed cost line items.

Facility Expenses

Facility Expenses	Contract Total
Facility Rent (Hard Document Storage)	
Facility Repairs (Orkin Pest Control)	
Office Supplies	
Postage	
Personal Property Tax (includes Prince George's County Taxes and City of Hyattsville Taxes)	
Leased Equipment (Printers and Copiers)	
Business License (City & State)	

Professional Services

This line item is based on actual costs over past term, to include outside legal services and employment claims.

Other (Professional Services) - Legal Services	Contract Total
Other (Professional Services) - Legal Services	





RFP CQ12169/KAM, MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Clarification for Operation Control Center (OCC) Proposal

Interest Expense

Interest expense represents the cost of interest on money used to cover payroll and capital expenditures for this contract, and is an expense required by GAAP rules. MV is able to reduce this cost by 1 percent, through the process of progress payments.

Under this payment structure, MV bills WMATA for 45 percent of the total estimated monthly billing, on the 1st and 16th day of each month (with payment due on the 16th and the 1st of the following month, respectively). This payment method offers an annual discount of 1 percent.

After month end, MV will produce a final invoice for the month as required by the contract, crediting WMATA with the progress payments made. WMATA will then pay the balance due, within the terms contained in the proposed contract.

Payments are made in arrears, after service is provided; this is consistent with FTA requirements which prohibit advance payments.

Administrative

The represents MV's Overhead and G&A cost over the life of the contract. MV's administrative costs were audited by the Office of the Inspector General in 2010. MV provided justification for all Overhead and G&A costs based on the principles contained in the Federal Acquisition Regulation Subpart 31.2. In May 2012, MV and WMATA memorialized the agreed upon Overhead and G&A rates in Modification 029 to Contract No. C05108. MV's administrative costs for the new contract are reasonable, allocable, and allowable in accordance with FAR Subpart 31.2.

Communication (Radio or Push-to-Talk Telephone)

The Communication (Radio or Push-to-Talk Telephone) line item is based on the follow categories, broken down by line item:

Communication (Radio or Push-to-Talk Telephone)	Contract Total
Management and Staff Cell Phone Expense	
Internet Access for MV provided Manager/Payroll computers	
Radio Fees (775 units for OCC staff as well as all revenue and support vehicles)	
Language Line (Translation Services)	
Replacement Radio Hardware	





Alternative Pricing Options (Narrative Only)

As discussed, MV respectfully submits the following narrative relating to additional pricing options for WMATA's consideration. MV is confident that consideration of these alternatives could result in mutually beneficial and financially advantageous opportunities for WMATA and its selected OCC contractor:

- Creation of a Three-Part Rate Structure: A three-part rate structure would comprise 1. A
 monthly rate for contractor fixed costs (i.e. management and facility); 2. A per-trip rate for
 completed trips (for dispatch); and 3. A per-call rate (for reservations).
- Permit Pricing based on Combined Service: If selected as both the OCC contractor and as a Service Delivery contractor, MV is able to provide additional rate reductions based on efficiencies in support resources.
- Reduction of Bands within Each Tier: Reducing the bands on which the different tiers are based would improve contractors' ability to project costs, thereby reducing variances and mitigating risk. This would result in more competitive pricing. Further, addition, if the number of calls can be established per year (rather than per week) it would provide greater consistency in staffing approaches. As currently presented, contractors are required to adjust staffing on a weekly basis in an effort to respond to fluctuating call volumes (and associated rates, as determined by the established tiers).

SLBPP Agreements

As requested, please find signed contracts with MV's proposed SLBPP partners, provided as an attachment.





December 28, 2012

Washington Metropolitan Area Transit Authority Office of Procurement and Materials Third Floor File Room Jackson Graham Building 600 Fifth Street, N.W. Washington, DC 20001

Attn: at @wmata.com

RE: RFP CQ12169/KAM Clarification for Operation Control Center (OCC) Proposal

Dear
Pursuant to the email received on December 21, 2012, MV respectfully submits the following clarifications to the above-referenced procurement. We hope that these explanations provide ample clarification; however, should WMATA require any further additional information, please do not hesitate to contact me at any time.
I remain your primary contact for this procurement and I am authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). I can be reached any time of day at and via email at @mvtransit.com . Additionally, (sr. vice president) will serve as your secondary contact; he can be reached any time of day at or via email at @mvtransit.com .
Thank you for your ongoing consideration of MV Transportation, Inc. We look forward to working with you throughout the remainder of this procurement.

Best regards,

President/Chief Operating Officer



1. WMATA's evaluation of your proposal has identified the following area that needs clarification: Your proposed staffing for this project appears to be inflated. Please reevaluate your staffing plan and respond with the commensurable changes in the cost proposal.

MV is pleased that WMATA has determined our proposal for the Operation Control Center (OCC) to be in the competitive range. MV appreciates the manner in which WMATA has approached this procurement and the opportunity to reevaluate its proposed staffing plan.

Our original proposal submitted to WMATA was based on operational data and information contained in the RFP, the performance standards of the RFP and our best estimate of where call volumes would fall within the call volume tiers specified in the RFP cost proposal pages.

Subsequent to submitting our proposal, the volume of calls at the OCC has dropped. In subsequent meetings with WMATA staff, we have already lowered the level of staffing in the OCC. Our revised staffing proposal below reflects this recent agreement in the current operation and is more appropriate to the new, lower call volume being experienced at MetroAccess.

MV has also taken into account the higher contract standards/penalties as part of this new RFP, and staffed accordingly. The adjustment of proposed staffing to current levels still falls within the #2 tier of call volume; however, MV has adjusted its cost proposal forms accordingly to reflect the reduced staffing levels.

MV understands that the positions noted with an asterisk in the table below will be fixed, regardless of the call volume, and will remain staffed as such during the contract term. However, the line staff positions will be adjusted based on call volume changes within the different call volume tiers over the term of the contract.

We are confident given MV's strong management team, the company's years of experience managing the OCC, and the company's overall supervisory plan that the proposed staffing plan will result in great service at the OCC for WMATA, riders of the service and service delivery contractors.

Revised OCC Staffing Plan Position	Original Proposal FTE	Current/Clarified FTE
General Manager*	1	1
Assistant General Manager*	1	1
Controller	1	1
Payroll Clerk	1	1
Billing Auditor	2	2
Reservations Manager*	1	1
Reservations Supervisor	2	2





Reservationists	84.2	77
Dispatch Managers*	4	4
Dispatch Supervisors	15	15
Dispatchers/WMR Agents	96.2	83
Scheduling Manager*	1	1
Lead Scheduler	1	1
Schedulers	8	8
IT Manager*	1	1
!T Administrators	2	2
Training Manager*	1	1
Administrative Support Manager*	1	1
HR Manager*	1	1
HR Generalist/Recruiter	1	1
HR Admin	1	1
Customer Service /Internal QA Manager*	1	1
Customer Service Staff (Diamond Transportation Services, Inc.)*	2	2
Eligibility Dispatcher (Diamond Transportation Services, Inc.)*	1	1
Eligibility Reservations Coordinator (Diamond Transportation Services, Inc.)*	2	2
Eligibility Clerk (Diamond Transportation Services, Inc.)*	1	1
Eligibility Office Receptionist (Diamond Transportation Services, Inc.)*	1	1

Pursuant to WMATA's direction, please see attached cost proposal pages for the OCC. As a result of the changes in staffing changes above, our total estimated cost has been reduced by period (detail below).

Previous	Annual Cost	
Variance	Between BAI	FO & Prior

Thank you for the opportunity to submit this clarification.



Good Evening ,

Thanks you for your e-mail. MV would like to confirm that our proposed price will not change as a result of the standard for excessively late trips being changed as detailed below.

We appreciate the opportunity to provide this clarification. Please let me know if you have any additional questions.

Regards,

Sr. Vice President Business Development
Phone:
Fax
Cel
Email
@mvtransit.com
www.mvtransit.com



We Provide Freedom*

This electronic transmission and any attachment(s) may contain confidential information which is for the sole use of the intended recipient. Be aware, any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this message in error, promptly notify the sender by return email and permanently delete this from your computer. Thank you.

From: @wmata.com]

Sent: Tuesday, February 12, 2013 8:47 AM

To Cc

Subject: CQ12169/KAM, OCC

Good Morning

I received your voicemail yesterday, but had several meetings and could not get back with you. WMATA is requesting the following from you.

The RFP established the definition for excessively late trips in Part VI in Section 12.2 of the RFP. The standard stated was for vehicle arrival being more than 30 minutes past the on-time window. WMATA is considering changing this standard to 20 minutes past the on-time window. Please respond with any changes in your most recently submitted pricing that would result from such a change in the performance standard.



January 24, 2013

Washington Metropolitan Area Transit Authority Office of Procurement and Materials Third Floor File Room Jackson Graham Building 600 Fifth Street, N.W. Washington, DC 20001

Attn: CPPB, Contract Administrator; @wmata.com

RE: RFP CQ12169/KAM Clarification for Operation Control Center (OCC) Proposal

Dear

Thank you for your e-mail dated January 23, 2013. Pursuant to that e-mail, MV respectfully submits the following clarifications to the above-referenced procurement. I am hopeful that these explanations provide ample clarification; however, should WMATA require any further additional information, please do not hesitate to contact me at any time.

Thank you for your ongoing consideration of MV Transportation, Inc. We look forward to working with you throughout the remainder of this procurement.

Best regards, 1

President/Chief Operating Officer



On January 23, 2013, WMATA requested that MV provide a clarification to the salary escalations in our pricing. MV respectfully submits the below clarification.

Salary Escalation

MV has factored for a two percent (2%) CPI salary/wage escalation for all non-union positions in the Operations Control Center (OCC).

Wages for union employees are based on several factors, including: a forecast of new wage scale to be negotiated in a new collective bargaining agreement (dispatchers, reservationists and schedulers) and historical turnover statistics.

Given MV's experience operating these services, MV is confident that the proposed wages and overall compensation plan allow for retention of existing employees and will help to attract new and qualified employees should we be selected as the OCC contractor in the new term.



From: @mvtransit.com] Thursday, November 08, 2012 8:55 AM Sent: To: Cc: RE: RFP CQ12169/KAM, Clarifications and Questions for OCC Proposal Subject: WMATA clarifications letter [FIN].pdf.pdf Attachments: Good Morning Please see attached MV Transportation's responses to WMATA's clarifications and questions for the OCC proposal. Let me know if attached did not go through or if you have additional questions. Regards, Sr. Vice President Business Development Phone Fax: Cell: @mvtransit.com www.mvtransit.com We Provide Freedom This electronic transmission and any attachment(s) may contain confidential information which is for the sole use of the intended recipient. Be aware, any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this message in error, promptly notify the sender by return email and permanently delete this from your computer. Thank you. From: @wmata.com] Sent: Thursday, November 01, 2012 1:42 PM To: Subject: RFP CQ12169/KAM, Clarifications and Questions for OCC Proposal Good Afternoon WMATA is in the process of evaluating the proposal your company submitted in response to RFP CQ12169/KAM for OCC. Attached are Clarifications and Questions for your company.

@wmata.com no later than 12:00 Noon, Thursday, November 8, 2012 EST.

@pbworld.com and

A response is required to the attention of



November 7, 2012

Washington Metropolitan Area Transit Authority
Office of Procurement and Materials
Third Floor File Room
Jackson Graham Building
600 Fifth Street, N.W.
Washington, DC 20001

Attn: @pbworld.com
@wmata.com

RE: RFP CQ12169/KAM, Clarifications and Questions for OCC Proposal

Dear Pursuant to the email received on November 1, 2012, MV respectfully submits the following clarifications to the above-referenced procurement. We hope that these explanations provide ample clarification; however, should WMATA require any further additional information, please do not hesitate to contact me at any time. I remain your primary contact for this procurement and I am authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). I can be reached any time of day at and via email at @mvtransit.com. (president /chief operating officer) will serve as your secondary contact; he Additionally or via email a @mvtransit.com. can be reached any time of day at Thank you for your ongoing consideration of MV Transportation, Inc. We look forward to working with you throughout the remainder of this procurement. Best regards,



1.	Executive Summary - Page 7: Please describe the level of commitment of	each o	of the pt	opo	sea
	individuals in leadership positions especially	and		to i	this
	engagement. What percentage of their time will be dedicated to MetroAcc	cess?			

Please detail the amount of time that the staff with corporate responsibilities will spend on MetroAccess versus corporate matters.

MV's proposed management team, which includes will be 100 percent dedicated to MetroAccess. From time to time, these managers may have assignments for the corporate office, but MV sees this time as negligible.

Staff members whose responsibilities are dedicated to corporate (i.e. overhead/corporate support) functions will be deployed to the MetroAccess service in the same manner that all corporate support positions are allocated – as needed, and based on the issue and severity. MV understands that WMATA must preapprove the staff assigned to MetroAccess.

2. CDRL 1 - pg 10: Please clarify the responsibilities of the two internal QA staff members that are proposed from Diamond.

Pursuant to the requirement of section V.2.4 of WMATA's RFP, MV's proposal includes the provision of two (2) full-time QA staff members who will be available during peak hours (7:00 a.m. until 7:00 p.m.). MV will contract with Diamond Transportation for these two (2) staff positions, in an effort to foster continued growth of SBLPP firms in the service area. These positions will report directly to MV's internal customer service/QA manager

The responsibilities of this position mirror those required by the RFP. Internal staff will monitor calls and ensure that the reservations and WMR teams are performing to WMATA's and MV's standards of customer service and professionalism.

This position is responsible for reviewing and assessing communication between operators and dispatchers (using the proposed radio system) for purposes of ensuring both parties remain professional in their continued support of one another. This review will be performed on either recorded or live voice communications, depending upon the selected radio device.

CDRL 1 - pg 22: Please explain in detail how the proposed no-show dispatcher(s) will be able
to handle and process all no-shows with the current procedures in place, including during rush
periods.

Within MV's assigned dispatch teams, one (1) individual per team is assigned to the no-show function (a total of four (4) individuals dedicated to handling and processing no-shows). Under this approach,





understanding that the maximum number of no-shows in a one hour period is 22, there is no instance where no-show dispatchers are handling more than six (6) no-shows per hour. (Please see the table below for the count of no-shows by hour (SchedStatus = 20) for three (3) consecutive Wednesdays in September 2012.)

Further, MV has made great strides in reducing dwell times for no-shows and cancelled at doors, to less than 11 minutes and 9 minutes, respectively. The no-show dispatcher's role is to reduce dwell time and improve the accuracy in which these trips are recorded. The company's overall goal is to reduce dwell time to put routes back in service quicker and improve productivity.

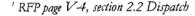
4. CDRL 1 – pg 22: Please clarify if you are proposing dispatchers to only handle specific geographic areas (zones) or if you are proposing they will only handle specific garage locations. Why do you consider this an improvement over the current dispatch methodology? Please provide specific contracts and/or clients where this type of methodology is currently employed.

MV is proposing to continue the use of dispatch teams, who are assigned routes that begin within a specific region/counties of the service area. Route assignments are based solely on geography and are agnostic to the location of provider(s) base station locations. This proposal reflects no change to current dispatch methodology.

This approach has been used in MV's current operation of the MACS-OCC for (6) six years.

5. CDRL 1 – pg 22: Please describe in detail how the proposed plan to have most communication with drivers to occur via the Ranger. How will this protocol be implemented when the Ranger is currently used as a secondary source of communication and the OCC contractor will not have a direct contract with the operators?

Pursuant to Section V, 2.2 Dispatch, MV's proposal assumes that it will provide dispatch services 24 hours per day, seven days per week. MV will provide "highly trained dispatchers for the dispatch function who shall manage the daily service operations through effective communications with the service delivery contractors' vehicle operators, using radios and MDCs, and revising schedules to effectively manage day-of-service changes." As such, MV is proposing Sprint DuraPlus devices for







instant communication with service delivery contractors' personnel, and will continue the use of the WMATA-provided Mentor Ranger units (MDTs).

MDTs are used for the majority of communications; specifically, changes to manifests and canned, non-urgent messages. Radio communications are reserved for situations requiring immediate and direct interaction between dispatch and operator (for example, no-shows, at door cancellations, on-board emergencies). All operators will be trained in safe use of radios and MDTs, and are not permitted to use these devices when the vehicle is in operation.

This approach does not change from MV's current operation and reduces reliance on two-way radio communication. To that end, MV is proposing a radio dispatch position that (among other responsibilities) will troubleshoot in-vehicle technology malfunctions, including the two-way radio system.

6. CDRL 1 - pg 24: Please describe the current sound issues that exist which create the need for the proposed "sound barrier" between reservations and dispatch. Also, please describe how this barrier would mitigate these issues within the respective group (reservations and/or dispatch).

MV's proposal of a new sound barrier between reservations and dispatch is in response to passenger feedback citing background noise (phone and radio) issues during calls to the OCC. This relatively simple enhancement to MV's operation is expected to result in significant benefit to customer satisfaction with the OCC.

PACE/CTA in Chicago, Ill. contracts have consistently separated the function of their reservations and dispatch teams in separate closed spaces to mitigate such blending of background noises.

7. CDRL 1 – pg 24: Please describe how the proposed layout will discourage additional personal conversations.

Within each dispatch team, a dispatch supervisor is strategically located at the head of each workstation group. The proposed layout provides the supervisor with direct eye contact with agents and supports direct communication between the supervisor and agents. The physical presence of the team supervisor discourages personal conversations and places agents' attention on operations.

This approach works effectively in MV's Chicago contracts, where dispatch teams are able to share information without leaving their workstations, or speak at loud volumes across the room in order to communicate with their peers and supervisors.





Finally, the proposed layout promotes teamwork/camaraderie, personal accountability, and fulfills the dispatch teams' primary function of effectively and efficiently supporting all MetroAccess operators on the road.

8. CDRL 1 – pg 26: Please describe how freezing a route in Trapeze "will ensure the operator's route isn't assigned additional trips."

Trapeze has a feature which allows a route to be "frozen"; when a route is frozen, it is not available for single-trip or batch scheduling.

Dispatchers use the feature on the day of service to prevent the route from appearing as solutions for same-day trip movement. This is typically used when a route is closed (i.e. breakdown, accident, incident), or to maintain the end-of route time.

While it is possible to unfreeze a route, security for freezing/unfreezing routes will be limited and provided to only select personnel as permitted by their job responsibilities/user permissions.

Freezing a route as a method of ensuring an operator is not assigned additional trips is an effective tool. The route will not be included as a viable option for trip movement and the Schedule Booking Wizard will search for other solutions. Finally, MV's IT team has developed a new tracker code that informs agents why the route was frozen.

9. CDRL 1 – pg 26: Please describe your proposed process to ensure dispatchers use the scheduled booking wizard and what will be done to prevent dispatchers from "dragging and dropping trips".

Matching, batching, single trip insertion, and Drag-N-Drop are all valid scheduling techniques, and each have a place in schedule creation. The Schedule Booking Wizard is the preferred method of sameday trip bookings, and MV's staff is taught proper same-day scheduling techniques.

When scheduling or rescheduling a trip, the method of scheduling used (Booking Wizard or Drag-N-Drop methods) is logged in the Tracker Action Log. This field can be queried to report the methods of booking/rebooking. MV currently uses this type of exception report to identify trips that were dragged/dropped; instances where this occurs will be followed up with corrective action/retraining.

Further, MV monitors all trip movement using a trip movement report. This report identifies the total number of moves that an agent makes, and how the agent has moved each trip. If the agent uses the Schedule Booking Wizard, the report will show what settings were used.





10. CDRL 1 – Page 33: Please provide a detailed explanation of your communication protocols with Taxi companies and their drivers and the records that will be kept documenting those communications.

Since Taxis may be used for trip movement on the day of service, what controls will be employed to ensure properly equipped taxis are dispatched to accommodate wheelchair bound customers. Also, how will you ensure that a customer is not labeled as a "no show" if the taxi dispatched is not equipped to accommodate the customer's needs?

MV strongly recommends that WMATA require taxi companies to use the brokerage component within Trapeze CT. Using this feature, all trip assignment and completion will be logged in the Trapeze system; this interface will serve as the primary method of communication.

As stated in MV's proposal, MV will communicate directly via telephone with Taxi dispatchers regarding trip cancellations, WMR, and on-road incidents.

As stated above, all same-day bookings will be scheduled using the Schedule Booking Wizard, and MV's staff is taught proper same-day scheduling techniques. This approach will ensure trip provisions, including required wheelchair seating, is detailed in the trip information and communicated to the Taxi company(ies). Both dispatch supervisor and the internal QA staff will monitor no-show coding, and verify that missed trips due to unavailability of wheelchair seating are not erroneously documented as passenger no-shows.

11. CDRL 1 – Page 35: Please elaborate on your experience with recruiting, training and retaining WMR agents who are able to handle both reservations and dispatch functions.

MV promotes its employees when filling open positions whenever applicable; this approach supports career advancement, minimizes orientation time, and enhances the skill set of newly filled positions. MV has enjoyed great success in recruiting WMR agents from within its reservations department, with 14 reservations who have recently been promoted in the dispatch department. These individuals have the essential customer service skills required to handle WMR calls. Additionally, they have mastered the trip booking process, are accustomed to reservations scripts, and understand the policies/procedures guiding this process.

During the hurricane relief efforts on October 30th, and resultant OCC office closure, MV brought in supervisors, WMR agents, and dispatchers to handle reservations calls between 3-6 pm; these cross-trained employees were able to assist in both departments as required.





12. CDRL 1 – Page 37: You proposed an internal QA team of a manager and two analysts. The proposed manager does not appear to have analytical experience and there is no description of the qualifications for the analysts provided. Please provide the relevant experience for the proposed manager and the qualifications you would seek in the analysts.

has demonstrated extensive analytical skills in her current reservations manager position; her proficiency in this role made her the optimal choice for taking over the management of the internal QA team. has demonstrated clearly her ability to review and analyze reservation agent data (via telephone, NICE, and TAP statistical metrics) and accurately identify and report trends/results. Using this data successfully articulates and solves both complex challenges and daily issues to both WMATA and MV's executive management team (as well as her own agents, supervisors, and peers).

Specific to the requirements of the internal QA staff, this team must understand the expectations of the MetroAccess paratransit service, and have proven ability to review call quality, identify trends, and assign coaching and/or retraining. They are tasked with researching and resolving complaints, must have exceptional commination skills, and maintain proficiency in the phone recording software.

13. CDRL 1 – Page 42: What qualifications, i.e., experience, tenure, etc., will you seek in your schedulers?

The ideal scheduler has the following qualities:

- Experience and/or required education and training in scheduling large urban paratransit systems in a multiple provider environment. Individuals must be proficient in scheduling techniques using automated scheduling systems (preferably Trapeze) and manual scheduling in the event of an emergency.
- 2. Strong understanding of the cost implications of scheduling activities and overall fiscal impact to the system.
- Extensive experience in dispatching and real time system monitoring. Agents must understand
 how a route is run, based on how it is scheduled. This additionally requires thorough
 knowledge of the service area.
- Spatial reasoning. Agents must be able to visualize the service area and how trips are scheduled in relation to each other.
- Analytical ability. Agents must be able to judge (at a glance) the best method of improving a route's productivity while also understanding the implications of certain changes are for productivity and on-time performance.





6. Comfort with autonomy. Agents must understand the strategic goal of improving performance and execute the goal without constant oversight and approval.

Clearly, the skill sets used in dispatch are vastly different in scheduling. While a dispatcher may use the Schedule Booking Wizard to move an individual trip, the scheduler must view the system in its entirety of 7500 to 8000 trips, and effectively schedule routes at productivity of 1.15 or higher with on-time performance above 98 percent, while minimizing unscheduled trips.

Please describe how you would schedule runs for multiple service delivery contractors, that may have different work rules regarding shift length (to ensure run schedule are as efficient as possible). How will you assess discrepancies between scheduled and operated productivity?

Trapeze has the capability of building rules into the routes regarding shift length, lunch breaks, service area, and so forth. If the system is properly established to account for all work rules of the multiple service delivery contractors, violations will be flagged when specific requirements are not met. It is then the function of the scheduler (or dispatcher) to fix those violations where possible. In practice, MV has built in all such requirements (within a multiple provider system) into its run cuts and system templates, so that every route is automatically set to comply with all applicable rules.

Please describe in detail how you will provide sufficient support to the dispatch team, and how that team will manage the service delivery providers to ensure on-time performance levels meet or exceed the productivity standards.

Productivity

Productivity is simply the ratio of passenger trips to revenue hours. Discrepancies between scheduled and operated productivity indicate that one (or both) of those metrics changed between the time of scheduling and the actual operation. MV investigates which metric was affected and why.

MV currently schedules trips across multiple contractors in its current MetroAccess contract and schedules are based on the needs of the service. Dispatch teams will be responsible for monitoring the routes and the individual requirements of the contractors.

Insofar as scheduling is concerned, MV maintains an open channel of communication with its dispatch team, encouraging feedback and implementing changes where they are needed. If certain trips are a persistent problem, MV will use templates or restrictions to the client, locations, or both in order to eliminate them. Also, when it appears there may be problems with the next day of service, MV alerts dispatch so they can strategize prior to having to respond in real-time.





The total number of runs, their start times, end times and other characteristics will be determined by the demand for service and the distribution of service as dictated by the WMATA contract award. The scheduler's objective is to most efficiently and effectively place the trips onto the runs as they are provided. Differences between scheduled and operated productivity have been historically measured at WMATA, and show a gap that is primarily due to the number of same-day cancellations.

Notwithstanding, there are other variables that are within the control of OCC staff and that of the service delivery contractors. Specifically, identifying contractors/operators that have a low ratio of scheduled to actual trips, and carefully managing slack time.

On-Time Performance

Achieving on-time performance levels which meet and exceed established standards is a team effort. This starts with solid policies and procedures, and is supported by training, documentation, and performance measurement (compliance of reservations, scheduling and most importantly, dispatch staff). Maintaining above average on-time performance standards is achieved by daily monitoring and route adjustments, as well as maintaining a well-informed, well-maintained staff. This behavior will extend down to the service delivery contractor, and their respective role in operating efficiently and on-time.

14. CDRL 1 – Page 44: Please provide additional information on the use of Run Polygons. Where has this approach been used and was this approach successful?

Run polygons are a Trapeze feature that limits a run(s) to a predefined geographical area in an effort to improve productivity and limit response times to service interruptions and/or changes.

While run polygons can be used to efficiently manage a variety of initiatives, MV proposes using run polygons for WMATA to ensure a limited number of vehicles are retained in particular geographical areas. The implementation of run polygons must consider trip density of the geographical area, to ensure adequate trips are available to maintain a healthy productivity.

MV uses run polygons in its contracts with TransLink (in development) and Microsoft (successfully deployed).

15. CDRL 1 – Page 45: Please elaborate on how your plan for reconciling scheduled and actual productivity will foster collaboration amongst multiple service delivery providers.

How do you propose to meet and/or exceed WMATA's stated performance standards utilizing this collaboration?





Reconciling scheduled and actual productivity will provide a data-driven platform from which MV can work with service delivery contractors to identify issues or challenges in on-road operations that may not be accounted for in the scheduling process. As stated in CDRL MACS-OCC-9: Service Delivery Interface Plan, MV will work closely with the Service Delivery contractors to ensure high quality service is consistently delivered.

As stated previously, as far as scheduling is concerned, MV will continue to maintain an open channel of communication between operator and dispatch (encouraging feedback and implementing changes where they are needed). MV will participate in WMATA-hosted weekly meetings with all contractors, and continue its current practice of ranking operators from best to worst in on-time performance and productivity. Finally, MV will continue to make recommendations to WMATA regarding program changes for improved productivity.

If certain trips are a persistent problem, MV will use templates or restrictions to the client, locations, or both in order to eliminate them. Also, when it appears that next day of service may be affected, the scheduling team will alert dispatch so they can strategize prior to having to respond real-time. MV's senior OCC management team reviews all final scheduled productivity, unscheduled trips, and taxi usage before manifests are printed each night, as a final approval process.

MV monitors the achieved productivity on a daily and weekly basis. The achieved productivity is reviewed and analyzed by the scheduling manager and dispatch manager.

Currently MV schedules weekday productivity at 1.15 percent and at 1.10 percent on weekends. MV makes adjustments to scheduled productivity based on weather (example snow, hurricanes, and strong weather fronts) and heavy traffic (presidential inauguration, parades, road work, start of school year, etc.).

16. CDRL 1 – Page 46: Please describe how you will maintain controls on the taxi trip counts to keep them within "allowable percentages and hours."

Elaborate on how you will balance between taxi trips created by schedulers on the day prior to service with same-day trip movement to taxis by dispatchers.

Currently, MV monitors taxi cab usages as a percentage of service. Depending upon the objective (ontime performance, productivity, etc.) the percentage of taxi service is strategically adjusted. To enhance the use of taxi service, the Trapeze brokerage model permits hard "quotas" to be applied to participants of the brokerage.

Taxi trips are the "relief" value to the system. For example, a weekday between September and December may have 505 to 515 vehicles in service during the morning rush hour. Trip count between





8 a.m. and 9 a.m. may reach as much as 850 trips or more. The system is not able to accommodate an actual productivity of 1.7, with the average trip time of 62 minutes (including door to door service, loading time and traffic). It is specifically during these hours of high trip demand that Taxi usage is increased in order to ensure that passengers are picked up on time. Strategic taxi use during peak hours enables the entire system to achieve on-time performance during and immediately after rush hours.

Same day taxi usage is closely monitored. MV currently permits this service with just one primary taxi provider, with several hour notifications. Use of same day taxi is reserved for service relief, when weather patterns change, trip counts are high, or during major traffic delays. This enables MV's dispatch team to best allocate resources on the day of service due on-time performance (or other) challenges faced by the operation.

17. CDRL 1 – Page 47: Your proposal states that you currently meet WMATA's new productivity standards. However, the graph on Page 47 shows that the new standard was narrowly met in only four of the twelve months shown. Please elaborate on how you plan to improve your processes to consistently perform at the new levels.

Under the new RFP standards, MV has met productivity goals as witnessed in its contract proposal for March, April, May and June (exceeding the goal by 1.146, 1.13, 1.169, and 1.135 percent, respectively). Additionally, MV sustained this improvement in July (1.12 percent), August (1.16 percent), September (1.12 percent), October (1.10 percent) of 2012.

MV recognizes that its performance in most recent quarters is its most productive; however this success reflects the positive influence of its approach to productivity improvement. MV will continue these efforts in improved training for scheduling and dispatch teams. Additionally:

- MV has increased its scheduled productivity standards, which today (at WMATA's request) is now
 1.15 percent for weekdays and 1.10 percent on weekends.
- MV also made advancements in reducing taxi usage during the summer (less than 5 percent per day, many days under 4 percent) and substantially decreasing recovery routes.
- Before scheduling is approved each night, scheduling statistics are reviewed with the assistant general manager, including scheduled productivity, unscheduled trips, and the percentage of taxi trips. Weather forecasts are also reviewed each night.
- MV has modified its trip movement approach with dispatch supervisors by determining requirements for trip movement (illustrated on page 144 of MV's proposal).

18. CDRL 1 - Page 51: The Scheduler "financial impact" training emphasizes scheduling the greatest number of paying riders as possible per vehicle hour. Please detail how this





scheduling approach will affect the service delivery providers and their ability to meet the schedule requirements.

MV understands the importance of effective scheduling and the overall fiscal impact it has on the MetroAccess service. Further, the company recognizes WMATA's system goals and performance metrics, and it will work with WMATA and the SD contractor to achieve them.

MV's scheduling manager trains with the assistant general manager and the dispatch manager, as well as MV's controller regarding the financial considerations of scheduling. This training includes clear communication of the control MV has over the total service hours for which the fleet is scheduled each day, based on trip volume and productivity.

MV understands the need to work in close coordination with the service delivery contractors. MV recommends that WMATA establish clear run scheduling parameters with each service delivery provider they contract with and then provide these to the OCC contractors. To maximize productivity and consistency in scheduling, these parameters should only change on a set schedule (i.e. twice a year). Examples of scheduling parameters that need to be established are:

- Maximum and minimum shift length
- Maximum percentage of deadhead (non-revenue time)
- Any restrictions on geographic areas that a contractor can serve (both dedicated and taxi)

19. CDRL 3 – pg 61: Please describe in further detail how Trapeze live views will be utilized and the current effectiveness of this tool in a live environment comparable to the one MetroAccess currently utilizes.

How will you use the proposed software to ensure the accuracy of reports when service delivery is provided by firms not contractually linked to your firm?

Trapeze Real Time Views (RTV) is proposed as an off-the-shelf upgrade to MV's proprietary Monitor application. This module is compatible with the planned Trapeze upgrade to version 11 (or higher). It is fully integrated with the Trapeze system and therefore minimizes response times and augments real time reporting. Trapeze RTV is a proven solution that uses existing Trapeze data and will be made available to all contracted providers who use Trapeze.

Taxi dispatchers will be required to use and update the Trapeze system in real time. As trips are confirmed and updated in the system, they will be reported on the RTV system. MV will charge its road supervisors to spot check taxi service delivery in order to ensure service is appropriately logged in Trapeze at the time the trip is performed. If discrepancies are noted, MV's dispatcher and/or internal QA staff will call the taxi dispatcher to investigate.





At the end of the month, all data will be reconciled with hard copy manifests. Any discrepancies will be forwarded to the QA contractor for investigation and reporting up to WMATA.

20. CDRL 4 – pg 85: Please describe your firm's understanding of the importance MetroAccess places on the long-term continuity of key personnel.

MetroAccess requires an effective, highly functioning responsive team. Long-term continuity of key personnel supports this requirement, and promotes consistency of service quality, employee management and effective employee relations. A tenured team continually gains experience in the system and provides historical experience that ensures long-term system sustainability.

Over the past contract term, General Manager has worked closely with WMATA staff to build the right team for this service. The personnel proposed by MV are seasoned WMATA OCC veterans who have successfully operated the MACS system for the past three (3) years. MV appreciates and values this highly effective team and makes great efforts to keep successful teams together.

21. CDRL 4 - Page 91: Please provide information on the background of SL King including qualifications and references.

The below information provides the information and qualifications of SL King (SLKT).

LA Metro - Data Warehouse for Fair Collection Project

Location: Los Angeles County

Client/Owner: LA County Metropolitan Transportation

Project Description: SLKT was a subcontractor to Lumenor Consulting for a data warehouse project that would consolidate/aggregate disparate business data from several different systems within the agency to provide consistent data analysis and a solid BI platform for multiple efforts. The team worked with rail operations, bus garages, fare collection, finance, accounting, and marketing to develop customized database analytics. SLKT provided a comprehensive set of deliverables that included the following:

- Analyzed BI requirements and determined design options
- Developed prototype designs, dashboards, and user-friendly ad hoc query tools using Crystal Reports and Cognos BI Reports
- Worked with DBAs to develop new metadata or database objects
- Wrote new business processes and trained staff on menus, forms, tables, queries, and reports
- Developed configuration management and document sharing processes for reporting functions





BI Report Development for the Breeze Program

Location: Atlanta, GA Client/Owner: MARTA

Project Description: SLKT worked with MARTA IT staff to design and build Custom ETL processes, dashboard layouts, basic ad-hoc reports and queries for standard reporting requirements,

using Crystal Reports, and Cognos Report Studio.

Reference: Deputy CEO/AGM of IT -

DeKalb County Public Works Department - E911 Operations and Call Center

Location: DeKalb County, Georgia

Client/Owner: DeKalb County Government

Project Description: SLKT worked with the DeKalb County Police Department to modernize their equipment and build their new 911 Center and Emergency Operations Center (EOC). SLKT conducted a study that fully explored the police department's existing operations and technologies, recommended improvements to business processes and upgrades for technologies. IT also provided the engineering design services to help the department achieve its goal of opening a state-of-the-art facility to house its 911 Center, EOC, and other police services.

Service Performed:

- Conducted a study to identify employee requirements
- Wrote specifications and business processes
- Project management and operational restructure assessment

Reference: DeKalb County Government,

Fulton County Department of Public Works - CIS/CMMS Project

Location: Fulton County, Georgia

Client/Owner: Fulton County Government

Project Description: As a member of the team, SLKT completed a baseline study that included: interviewing affected Fulton County personnel; reviewing the current customer information systems, work order systems, billing systems, GIS, asset management, inventory control, maintenance management, and the supporting software and hardware components; and developing process maps of the interrelated business processes. In collaboration with the County, SLKT also assisted in identifying and mapping current procedures and processes associated with the Business Information Systems.





SLKT provided a comprehensive, detailed report of industry standards and best practices as they related to the industry in general and specifically to water distribution, wastewater collection, customer billing, utility construction, and storm water (drainage) maintenance.

During the final phase of the project, SLKT assisted in the implementation of the asset management system, which included the implementation of the Customer Information System and the Computerized Maintenance Management System.

Reference: Fulton County Government,

City of Atlanta - Information Technology Enterprise Content Management Project

Location: Atlanta, GA

Client/owner: Watershed Management

Project description: SLKT provided the project manager and business analysts team responsible for developing an enterprise content management solution for the City of Atlanta's Department of Watershed Management. SLKT was responsible for: project management, functional requirements gathering, business process analysis, network analysis, report development (using Cognos and Crystal Reports) and documentation of systems specifications for the new ECM implementation.

Reference: City of Atlanta

22. CDRL 4 - Page 95: Please describe why have you proposed to staff the OCC with other than those who are staffing it today.

MV's proposed staff structure is based on the experience and education qualifications required by WMATA's RFP.

MV chose it candidates by identifying those individuals who met or exceeded the qualifications requirements, and those who understood both passenger and WMATA's service needs. Of course, MV is flexible to work with WMATA to assign staffing as WMATA expects and requires. In the event that MV is selected as the OCC contractor for the new contract term, MV's existing OCC staff is eager to stay on-board as a part of the process, if WMATA deems necessary.

23. CDRL 5 – Page 141: MetroAccess ridership patterns change dramatically on holidays and during holiday periods. Please describe your experience with ensuring the effective use operational resources during such events.

In this industry payday pose a staffing challenge. Please describe your experience with ensuring adequate staffing on such days.





Changes to Ridership Patterns Due to Holidays

Over the last two years (2010 – 2012), MV has worked diligently with WMATA to analyze and assess historical trip records in order to project/trend the effects of holiday ridership. MV's team has extensive quantitative analytical personnel (e.g., scheduling department, IT operations support, etc.) who continually conduct trend assessment (even during non-holiday periods) to promote the most productive and efficient delivery of the MetroAccess.

Holidays present their own unique challenges, specifically in the number of trips during the day, and the time of day of those trips. MV is cognizant that cancellations may increase during holidays, after schedules are planned. Likewise, MV understands that peak trip hours may change on a holiday.

- Christmas / Easter: Church services may alter the holiday schedule. Peak times may change from 8 a.m. to 10/11 a.m. MV schedules routes on the holidays to compensate for these changes in ridership levels. Christmas Eve may have lower ridership levels; MV also compensates for these changes in its scheduling.
- 4th of July: The festival on the Washington Mall dramatically impacts the service area, including traffic patterns, street closures, and locations where MV is permitted to pick up passengers. Scheduling will make allowances for this.
- Thanksgiving: While the total number of trips is not a challenge on Thanksgiving, the customers' desires to extend their time with family and friends at the expense of the system (under the no stranded trips policy). MV schedules around this phenomena by having additional vehicle resources on the road.
- Other holidays: MV currently implements procedures for various holidays and other significant days (Mother's Day, election day, inauguration day, cherry blossom festival, etc.) depending upon whether a major or minor holiday this includes cancellation of all subscription trips and/or a reduction in service. MV scheduling will plan routes based on the requirements for the service on these days.

Holiday strategy often varies based upon the day of the week the holiday falls upon. MV has used historical holiday data to predict levels of service as a baseline. MV is also very sensitive to the on-time performance on holidays and recognizes that service levels sometimes need to be adjusted in order to accommodate passengers who may require adjustments to their trip times in order to complete their business.

Staffing on Paydays

MV understands that paydays have historically posed a challenge in the past; however, over the last 12 months, MV has made a concerted effort to address OCC staff shortages at such critical periods (e.g.,





payday), by increasing staffing needs on Fridays and ensuring stand-by personnel are used whenever the need arises. In addition, MV proposes using its current methodology employed within OCC to address the operational impact of paydays.

- Dispatch supervisors must approve any return to the yard requests mid-shift on paydays, in order to
 prevent any operators from returning to their respective bases early.
- Dispatch managers contact a road supervisor to be dispatched to a scene to validate operators requesting return.
- The dispatch manager alerts the operator's window dispatcher of the situation, and may recommend disciplinary action if discovered the operator's actions were falsified.

As stated, these actions have all yielded positive results and MV sees employment of such procedures vital to maintaining these results in the new contract term.

24. CDRL 5 – Page 144: Please provide a more detailed explanation of the charts and how they will be utilized.

The chart identified on page 144 is a trip movement guideline for dispatch supervisors. It essentially outlines when to move a trip and when not to move a trip. For example, if (over the next 45 minutes) a one trip on a run is projected to be less than 15 minutes late, the supervisor should not move the trip; however, if (over the next 45 minutes) 4 trips are less than 15 minutes late, one of those trips should be moved. The goal of the chart is to preserve the original manifest as much as possible, in order to ensure that productivity remains high.

Excessive trip movement causes scheduled productivity to decline, and increases costs to WMATA. While one vehicle may be scheduled to picking up 2 or 3 clients, excessive trip movement may change this to 2 or 3 vehicles being dispatched, raising the cost per trip from \$39.00 per hour to \$117 per hour.

In addition to learning these trip movement protocols, it is important that dispatch supervisors are able to strategically move trips for the overall benefit of the run. This process includes reviewing location, distance, estimated pickup time, pickup windows, traffic, and street conditions. MV teaches dispatch supervisors this, along with the overall strategy of getting a route back on time, with due consideration of the route's impact to the entire system.

MV has a required a 90 minute per-week training for all supervisors, where productivity, scheduling and trip movement strategies are discussed and worked on.

25. CDRL 7 – Page 155: Please elaborate on the fail-over or similar plans in the event of a failure of the Trapeze server.





All Trapeze servers (including the database servers) are under the physical control of WMATA IT. WMATA IT provides MV access and MV will continue to support all required applications. With few exceptions, most of the Trapeze environment is virtualized and can (with the assistance of WMATA IT) be relocated onto other virtual servers. WMATA IT has safeguards and detailed emergency procedures in place at the Network Operations Center (NOC). MV has assisted in developing disaster recovery procedures and participated in WMATA's business continuity plan for MetroAccess service. MV will participate in activities surrounding a cold-backup location for emergency operations as needed.

From an operational perspective, paper manifests are prepared every 15 minutes throughout the business day and are ready to print and distribute should the system become disabled and require OCC staff to revert to manual dispatching. A similar plan is in place for reservations staff (assuming the telephones are available). Should an extended disruption require temporary relocation to the cold-backup location, MV staff will lead the way with the relocation efforts.

Please see MV's response to question 28 for a detailed review of MV's disaster recovery plan.

26. CDRL 10 - Please describe in detail how you would propose to manage the OCC when the service delivery contractors are contracted with WMATA and not directly with MV.

Please include a discussion of how MV will ensure that WMATA's objectives to provide the most efficient and economical service to its customers will be met.

MV has extensive experience in command and control of service delivery, where services are provided by third party contractors; this experience includes the current management of the MACS system. While MV understands the scope changes within the new contractor, these procedures are an extension of the current service coordinated through the OCC. The major change will be that service quality and QA oversight will be monitored by the QA contractor, who will work with WMATA to administer any contract incentives and penalties.

Regardless of which contractors are selected for the service delivery contract, MV's proven communication approach, dispatch methods, and coordination techniques will remain the same. Operators will report to the OCC while performing service on the street. Response to breakdowns, incidents, and on-board issues will be coordinated with the individual base stations. Assignment of dispatch teams will foster immediate communication and clear direction between dispatch and operators, while promoting immediate assistance and equality of support.

Assignment of the dispatch team to geographical zones will promote service efficiencies by ensuring all contractors (and their operators) remain productive. Dispatchers will scan individual routes, communicate needed route adjustments amongst their team members, and identify solutions with the





dispatch team. MV's proposed layout supports this type of team effort in providing efficient and effective service.

MV's OCC team is (and will continue to be) aligned with WMATA's metrics and goals. MV will partner with other service providers to ensure on-time performance, productivity, excessively late and missed trips, and customer complaints standards are met. Constant and diverse methods of communication between the different companies will ensure that service parameters are met on a daily, weekly and monthly basis. This will include frequent conference calls, periodic meetings, and daily communications.

27. N/A - Please describe how you will employ the various tools within Trapeze to effectively manage dispatch functions.

Please include your plans to ensure that the tracker notes feature is available, utilized and information is accurately recorded for all events.

MV will work closely with its IT team to conduct a series of training seminars that will help promote each of the proposed IT tools (e.g., Sprint DuraPlus Two-Way Radios, Trapeze Real Time ViewDispatch Center, etc.). This training will aid in honing the necessary dispatch skills for the new contract. After the initial training has been conducted, coaching and retraining will be applied as needed.

Tracker notes are an essential part of the operations; detailed notes by dispatchers and dispatcher supervisors ensure that the trip history is detailed for further use and analysis. MV's staff has and will continue to use the Tracker Action Log for all Trapeze related activities; supervisor staff will ensure information is accurately recorded.

Among service providers, the MV staff has unsurpassed Trapeze expertise and is prepared to dedicate resources necessary to efficiently and effectively upgrade Trapeze technology at WMATA. Over the years, MV has sought to implement many Trapeze features at WMATA and has had good success. Among those dispatch specific features that have been implemented include Run Groups, ParaService Types, and Dispatch Center.

28. N/A - Please provide more detail on MV's EEO policies and collective bargaining.

Equal Employment Opportunity

MV's employment policy is to provide equal opportunity to all persons. In furtherance of this policy, employment decisions shall be based on merit, qualifications, and competence. Except where required or permitted by law, employment practices shall not be influenced or affected by virtue of an





applicant's or employee's race, color, creed, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identification, or any other characteristic protected by law. This policy statement governs all aspects of employment including but not limited to recruitment, selection, promotions, terminations, transfers, layoffs, compensation, training, benefits, and other terms and conditions of employment.

MV prohibits retaliation against applicants or associates who file discrimination charges with federal, state or local fair employment practice agencies, participate in investigations of such charges, or oppose unlawful employment practices. MV's Equal Opportunity Policy is an essential part of the Company's overall commitment to attract, hire and develop a strong, talented and diverse work force. MV will make every effort to reasonably accommodate qualified applicants or employees with disabilities based on the essential functions of the job, as well as the sincerely held beliefs of applicants or employees, provided such accommodation does not result in undue hardship to MV. Any requests for reasonable accommodation should be submitted to your supervisor.

To further our EEO/AAP efforts, MV has partnered with CareerBuilder for all job postings. This partnership includes a 'diversity' package which allows MV postings to post directly to over 50 different government sites and diversity websites specifically selected to reach women, minorities, veterans and the LGBT community. These sites can be viewed at:

http://www.careerbuilder.com/jobposter/partners/partnerlist.aspx?id=diversity

Additionally, MV targets disabled vets and military by posting jobs directly at various military bases around the country, as well as on Militarytimes.com, which is one of the most widely trusted sites for Military and Vets.

MV also participates in 'Hiring our Heroes' events, which are job fairs that target vets, disabled, military and minorities. The company participates frequently at other various military base and diversity-related job fairs around the country to address specific job needs.

Monthly participation reports are provided to MV to measure the success of its recruiting and outreach strategies.

MV's EEO/AAP administration is centrally managed by its HR and Legal department. EEO/AAP plans are in place for all divisions and updated as needed for both client and government reporting. HR works closely with general managers when a plan requires updating in order to properly capture and represent all of the hiring, promotional and outreach practices, as well as to identify and remedy any deficiencies that are specific to that division.

Anti-Discrimination/Anti-Harassment





MV Transportation has strong anti-harassment and anti-discrimination policies and procedures in place intended to address and resolve any instance where an employee feels that they have been denied opportunities, such as hiring or promotional, on the basis of their race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship or any other characteristic protected by law.

All Company employees have a right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive, or disruptive. This includes harassment by an MV employee, contractor, agent or third parties with whom MV employees interact-during the course of their employment. All employees are made aware of the following:

- 1. Sexual harassment is strictly prohibited. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.
- 2. Harassment on the basis of any protected characteristic is strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship, or any other characteristic protected by law or that of his/her relatives, friends or associates, and that:
 - has the purpose or effect of creating an intimidating, hostile or offensive work environment;
 - has the purpose or effect of unreasonably interfering with an individual's work performance; or
 - otherwise adversely affects an individual's employment.

Harassing conduct includes, but is not limited to: epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.

- 1. All supervisors are responsible for assuring that no employee is subjected to conduct that constitutes sexual or any other form of harassment.
- 2. Any individual found to have engaged in inappropriate conduct, including sexual or any other form of unlawful harassment will be disciplined as appropriate, up to and including discharge.
- 3. Any employee who believes that he or she has been the subject of inappropriate conduct, including sexual or any other form of harassment, or who has observed any such conduct should, and is encouraged to immediately bring the matter to the attention of any supervisor, any executive or any human resources employee. Alternatively, they may contact the Open Door Hotline.





- 4. A prompt and thorough investigation of the alleged incident will be conducted, and appropriate corrective action will be taken if warranted. Complaints will be treated as confidential to the extent possible.
- 5. The Company will not in any way retaliate against an employee, potential employee, or former employee who, in good faith, makes a complaint or report of inappropriate conduct such as harassment, or participates in the investigation of such a complaint or report. Retaliation against any individual for reporting a claim of harassment or cooperating in the investigation of same will not be tolerated.

Open Door

MV Transportation places high value on customer service. That same high value is placed on employees. MV challenges its employees to take the initiative and be part of the solution. Anytime an employee has a suggestion or idea to make things better or a concern about the way things are done, they are encouraged to discuss it with their supervisor or any member of management. Their input is a valuable part of MV's success.

MV is committed to addressing workplace concerns and issues important to you. If a situation arises with their job, another employee, or customer that makes you uncomfortable, MV asks that all employees immediately bring it to our attention or to the attention of their supervisor. If, for any reason, they do not want to discuss the situation with their supervisor or if they feel issues remain unresolved, they can contact another member of management or they can call MV's Open Door Hotline at or email at more member of management or they can also write to MV at MV Transportation, 5910 N. Central Expressway, Suite 1145 Dallas, TX 75206. Letters should be addressed to the senior vice president of human resources. All complaints are investigated and the employee is not subject to any adverse action as a result of making a good faith complaint.

Collective Bargaining

MV recognizes the Amalgamated Transit Union, Local 1764 (Union) as the exclusive bargaining representative for all full-time and regular part-time, radio dispatchers, schedulers and reservationists by the company at its Call Center in Hyattsville Maryland facility.

MV's official policy and practice concerning newly awarded work groups is to automatically offer similar employment to existing employees. MV has found this is a favorable direction for the company, the client, the current employees – and most of all, the ridership. As an incumbent contractor of this service, MV's proposal assumes the continuation of union representation of the call center workforce. MV will again recognize the ATU local 1764 as the bargaining representative for all full-time and regular part- time radio dispatchers, schedulers and reservationists based in Hyattsville





The existing employees are trained and they know the policies, the service area, routes and their riders. The service and safety implications of maintaining the existing workforce cannot be overstated.

29. CDRLs 1 and 7 - Please provide continuity of operations and disaster plans relative to the topics addressed by these CDRLs.

As stated in section 3, CDRL MACS-OCC-7: Service Interruptions Plan, MV's recommended facility contingency plan serves as the company's continuous operations plan in the event of an emergency. MV has provided a sample disaster recovery plan for WMATA's review, in attachment.

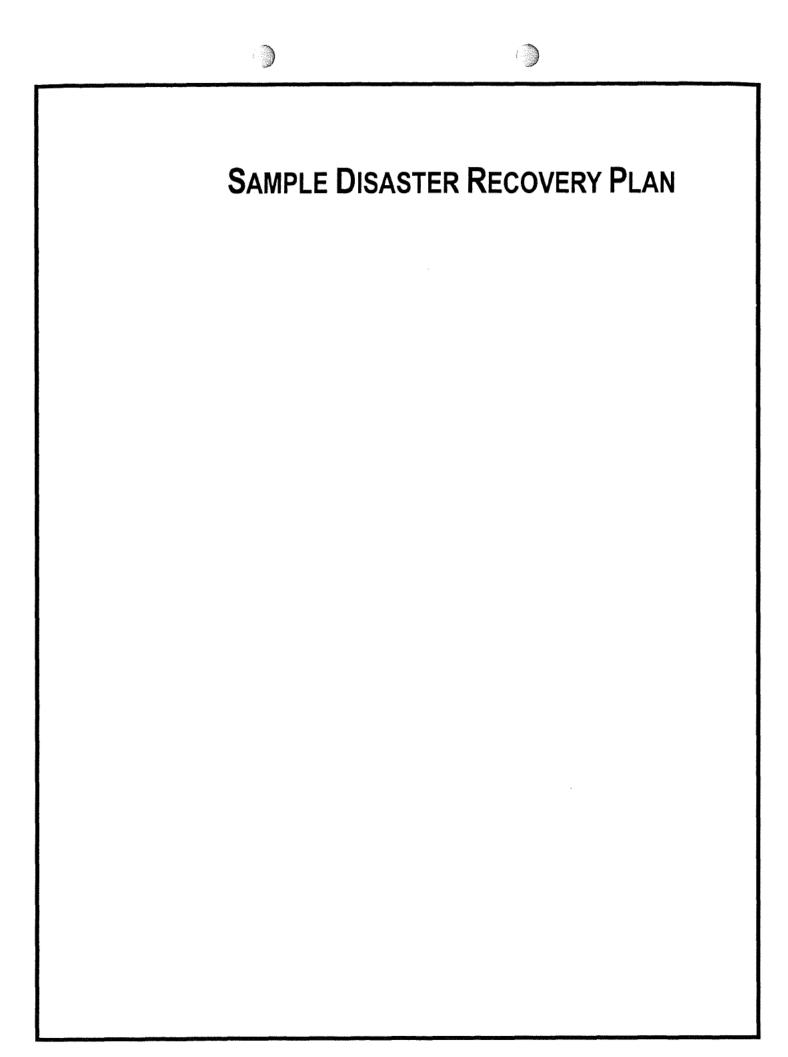
30. CDRLs 8 and 9 – MV currently performs most of the Quality Assurance, OCC, and Service Delivery functions described in the RFP. Please describe in detail how MV will establish strong and effective working with other contractors performing some of these functions.

As the current contractor responsible for service delivery and QA activities, MV understands the requirements of MetroAccess. This experiential history will greatly benefit all participants under the new contract. MV's proposal outlines its approach to interfacing with the QA and service delivery contractors. These plans demonstrate the company's ongoing commitment to quality, safety, and service within the MetroAccess contract.

These activities include establishing transition meetings, complaint review panel, establishing Coordinated Campaigns, participation in monthly safety meetings, and the creation of a joint local safety committee comprising both MACS-OCC and service delivery contractors.

MV is open to establishing additional panels, joint committees, and/or establishing regular meetings between contractors as WMATA desires, or as needs are identified.





Metro Access and Call Center Applications and Backups

Purpose: This document lists thouness Continuity and Buckup requerements for Systems and Applications for WMATA's Netro Access and Call Center. Each of the systems which is critical to the WMATA's Operation into these an existent flower for and a Recovery limit Objective (ITO). AnRIO instruction maintained as system/service disruptions time. Each system must also include reproduces on other resources required for availables or of the corresponding system.

Limit Lands.

Limit Lands.

Limit 1 = (Cristal ports) - Sweet inquist to all Core Services

Limit 1 = (Cristal ports) - Improve functionality imposed

Level 3 = (Operati | - Amitted adverse effect on operations.

Netes:

1. The dependencies column assume; that all services depend on availables of WMATA's helmon initiativature

2. Any oriest dependencies on external historical Connectivity, PML, VML, Load Malancing Systems should be assisting indicated. If applicable, please indicate which services hystems should be available. For example, a DB server may be required to be available before an application server.

	WMATA IP Address Space - "MetroNet"	DRAC IP Address - MetroNet	Hostname	Server Type	Application Name	Services/Applications to be Monitored	Dependencies	Priority Level ired 1 Catalogue servi) - Casal Level) - Opposi	System/Service Disruption Impact on Overall Operation	Recovery Time Objective (RTO)	Operating System (STD, EE)	Backup Type/Folder	Daily Incremental	Weekly Full	Bi-Weekly	Monthly out of Ske
0				p	TEMPORARY SQL SERVER				- Contractor			/anore this server				
1				VM	Citrix Servers (7 servers)	Windows, Citrix	Published apps, AD authentication	.	No users will connect if unavailable			VM Snapshot		70 . 70	×	
2				VM	Citrix Servers (7 servers)	Windows, Citrix	Published apps, AD authentication	2	No users will connect if unavailable	4		VM Snapshot			×	
3				VM	Citrix Servers (7 servers)	Windows, Citrix	Published apps, AD authentication		No users will connect if unavailable	4		VM Snapshot			x	
4				VM	Citrix Servers (7 servers)	Windows, Citrix	Published apps, AD authentication	2	No users will connect if unavailable	· Ng		VM Snapshot			x	
5				VM	Citrix Servers (7 servers)	Windows, Citrix	Published apps, AD authentication	1	No users will connect if unavailable	4		VM Snapshot		114	_ x	
6				VM	Citnx Servers (7 servers)	Windows, Citrix	Published apps, AD authentication	2	No users will connect if unavariable	4		VM Snapshot			x	
,				VM	Citrix Servers (7 servers)	Windows, Citrix	Published apps, AD authentication	•	No users will connect if unavailable	4		VM Snapshot			×	
						Windows	Schedule svr. Citrix environment		Users would not be able to use PASS, COM, CERT	4 hrs		VM Snapshot			×	
١,				VM	Trapeze File Server		Aug - Aggente	* *** (,Car.)				E:\Accounting	X	X		X
1												E:\HomeFolder	×	X X		X
ı				ı	f .	1992	76500000					E:\Trapeze				
ı				l	l							E:\TrapezeAdmin	-	\ \ \ \	ļ	- 2 -
1				1	1	<u> </u>	. 109440					E:\Trapaze6	- x	\ 		-
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10				VM	Crystal/TimeCentre Smart Monitor/Smart Messenger	86. 2/2/2016/2965	12 344 24 3667					VM Snapshot			×	
,				VM.	Trapeze IVR Application Server	Windows, Trap service shells	IVR Gateway Svr, Schodule Server, Avaya Switch, SQL DB Server Cluster		No auto menuing, no customer callouts, increased traffic to OCC	4 hours		VM Snapshot			×	A
	2			VM	Trapeza MDT Server	Windows, MDT Server, AVL Agent	Schedule svr, DB Svr, xGate	1	No communication with MDT's & dispatch without AVL data	4		VM šnapshot			×	

Metro Access and Call Center Applications and Backups

Propose: This document just fauness Continuity and Busbac requirements for fishers and Applications for WAMTA's Netro Access and Call Center. Each of the systems similars onlicial to the WAMTA's Operation must have an assigned. Priority level and a Recovery Time Objective (REO). An REO inducer maximum abovebbe systems/her not disruption time. Each system must also include describences on other resources required for availability of the corresponding system.

Level 1 - (Casas Worked) - Severe impact to all Core Services

Level 3 - (Casas Worked) - Severe impact to all Core Services

Level 3 - (Casas Worked) - Severe impact to all Core Services

Level 3 - (Casas Worked) - Severe impact to all Core Services

Level 3 - (Casas Worked) - Severe impact to all Core Services

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Level 3 - (Casas Worked) - Severe impact to all Core Services

Level 3 - (Casas Worked) - Severe impact to all Core Services

Level 3

THEFAS:

1. The deprendences column assumes that all errores depend on availables of WAMTA's betweek twh-estimature.

2. Any derect deprendences on external betweek Convections, PBC, VPM, Lood Balazining Systems should be equilibly indicated. If applicable, please indicate which services/systems should be equilibly indicated. If applicable, please indicate which services/systems should be equilibly indicated. If applicable, please indicate which services/systems should be equilibly indicated. If applicable, please indicate which services/systems should be equilible to the services of the services of

	WMATA IP Address Space - "MetroNet"	DRAC IP Address - MetroNet	Hostname	Server Type	Application Name	Services/Applications to be Monitored	Dependencies	Priority Level unet 1 Catalogue save 2: Emzal Level E. Utgane	System/Service Disruption Impact on Overali Operation	Recovery Time Objective (RTO)	Operating System (STD, EE)	Beckup Type/Folder	Daily Incremental	Weakly Full	Bi-Weekly	Monthly out of Site
1	1			VM	Domain Controller					7.09793924		VM Snapehot			×	
,	4			P	IVR Gateway 1 (Voice Genie)	Windows, RealSpeak services	IVR App Svr, Schedule Svr, Avaya Switch, SQL env	1	No auto menuing, no customer callouts, increased traffic to DCC			System State			×	
1	s			P	Scheduler and Address Matcher	Windows, Schedule Svr, Address Matcher	File svr, D8 svr	1	Core system, If down impacts complete operation.	.		System State	x		_x	
1	6			VM	Spider Reports Server	Windows, Spider scheduled tasks	DB svr	1	Reporting services critical			VM Snapshot			x	
1	,			νм	MV/MJM Cashless Fares Server	Windows, Cashless Sync program	2OT DB		Customers not having updated transaction history and balances	•		VM Snapshot		1. 72 -	×	i
1				VM	Trapeze Training Environment	1 996)	: t.er	NeS.	74000			VM Snapshot			x	
1	9			VM	Trapeze Test IPA/PLAN &	4 29	THE STATE OF THE S		Na Pro-	1.71		VM Snapshot			x	
21				VM	Trapeze ATIŞ			r i g	inzbilky to determine variable fares			VM Snepshot			×	
2	1			VM	MV/WMATA net Services							VM Snapshot			×	
2:	2			VM	Yrapeze PASS-WEB Server	\vindows, Trapeze services	Schedule svr, DB svr, ISA svr	1	No web-booking, lookup, cancellations	4 hours		VM Snapshot			x	
2	3			•	Microsoft SQL Server Cluster		frapeze environment, MV Monitors	1	No Trapeze services	4		vss			х	
2	4			P	Microsoft SQL Server Cluster	Windows, SQL Services	Trapeze environment, MV Monitors	2	No Trapeze services	4		vss			×	
					Windows Virtual Cluster	Windows, SQL Services	Trapeze environment, My Monitors	1	No Trapeze serviçes	4						
					SQL Prod1 Virtual	Windows, SQL Services	Trapeze environment, MV Monitors	1	No Trapeze services	4						
					SQL Prod2 Virtual	Windows, SQL Services	Trapeze environment, MV Monitors	2	No Trapeze services	4						

Metro Access and Call Center Applications and Backups

argues. This document into Boaries Continuity and Bassup requirements for Systems and Applications for WMATA's Metro Assess and Call Center. Each of the systems which is unlocal to the MMATA's Deportuon must have an absigned. Throthy Level and a Recovery time Operative (RTIO) And RDI inhorates maximum allowable system/server disruption hims. Each system must also state deporturements on other resources required for application of the corresponding system.

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T. The deprendencies column assumes that all services depend on availability of WMMAA's Retiron's infrastructure.

Any direct dependences on setural flections. Comecounty, PUL VPRI, logic Balancing Systems should be explicitly inscisated if applicables, please ordicate which services lyogistems should be explicately inscisated if applicables, please ordicate which services lyogistems who all the state of the services are applications because the services are applications retrieved by the services are applications are applications.

ID	WMATA IP Address Space - "MetroNet"	DRAC IP Address - MetroNet	Hostname	Server Type	Application Name	Services/Applications to be Monitored	Dependencies	Priority Level level 1 Catalogue Canal 2 Canal Sever 2 Magant	System/Service Disruption Impact on Overall Operation	Recovery Time Objective (RTO)	Operating System (STD, EE)		Daily Incremental	Weekly Full	B+Weekty	Monthly out of Site
					Microsoft SQL Server Cluster		Trapeze environment, MV Monitors		No Trapeze services	4						
					Microsoft SQL Server Cluster		Trapeze environment, MV Monitors		No Trapeze services	• 23	Y (C)					
25 26				P	Domain Controller				No Trapeze	4		ALTONOMICS OF THE	x	×		×
26				P	PG Plaza File/Print/DC			1904L	20 Julian	ari, Altelar		VSS			X	
27				P	Xgate	Windows, Mentor Services	Schedule svr, DB svr, MDT svr, Verizon network, DMZ	ı	MDTs in vehicles would not receive new information for pickups/dropoffs			v 5s			x	
28				VM	Future 1			T. 1989	8:3.	987.						
29				VM	Future 2											
30					Figure 3			950	Prings, program							
28 29 30 31					Mediant 1000 - SIP-T1 Gateway Appliance			1		4 hours						10,40
32				P	Task PC	78953	1465399 ene	1.401	S			Flat File Backup			X	



WMATA IT SYSTEMS DISASTER RECOVERY PLAN

Trapeze File Server/PASS SUPPORT PROFILE

Trapeze File Server/PASS

I. Application/System Summary

A. Application Description	
Business Service Name:	Trapeze File Server
Application Name:	Trapeze File Server- PASS
Recovery Priority:	Priority 1
Application Mission Category:	Revenue/Safety/Security/Communications
Recovery Time Objectives (RTO):	See Appendix 1 for definition
Recovery Point Objectives (RPO):	See Appendix 1 for definition
Failover Mechanism	Automatic/Manual
Application Description:	Trapeze PASS front-end for Paratransit Scheduling/Dispatching
Software Modules/Current Version:	PASS 8.034
Vendor Name:	Trapeze Software Group
Customer Locations & Departments:	JGB, PG Plaza, Eligibility, OCC, Customer Service, Remote Locations
B. Technical Support Info	rmation
Vendor Support phone #'s & Web Site	http://www.trapezegroup.com/nahome.php Public Transit, Demand-Response Products Telephone: Email: cc@trapezegroup.com
Vendor Account and/or Technical Contact Name & Number:	WMATA Public Transit, Demand-Response Products Telephone: 1 877 411 8727 Email: cc@trapezegroup.com
Server(s) name: Server type: Server OS: Server Location: IP Address:	VM JGB
Vendor access method:	Phone Call/Email
Modem Numbers (if applicable):	
C. System Information	
Outbound Interface:	
Inbound Interface:	
Dependent Systems:	Citrix Servers, Schedule Server, DB Server

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Trapeze File Server/PASS SUPPORT PROFILE

Other Comments:					
D. Maintenance and Reco	very Procedu	res			
Maintenance	Windows up	dates, Trapeze	version upgrade	S	
Backup Method/Schedule	Nightly and	VM snapshots			
E. Support Personnel					
Name	Site	System	Office	Home	Cell
	PG Plaza	MV			
	Remote	MV			
Primary Customer POC			P(8.5)	S. 2007	
Secondary Customer POC					
F. Business Service Disast	er Recovery I	Planning Tear	n.	ar sura all	XXX III A TO A STORY
Name	Role		Office	Home	Cell
	Lead				
	Consultant				
	WMATA Of	ficer			
G. Last Updated:	09-01-10	10 100g	rea Trans.		

II. Disaster Recovery Infrastructure Design and Requirements

This section provides information on the planned architecture of the application(s)/system with disaster recovery capability. This section captures specific requirements for the disaster recovery mechanism to work.

For the purposes of Disaster Recovery, this document assumes JGB as the primary datacenter and CTF as the disaster recovery (DR) site.

A. Assumptions

These recovery procedures rely on the following critical assumptions and dependencies. If any of these assumptions are not true at the time of the disaster then the user facility must remain in downtime procedure mode until all such assumptions are true.

- Citrix environment
- Schedule server is Operational
- SQL DB server is Operational

Trapeze File Server/PASS SUPPORT PROFILE

B. General

There are various circumstances under which would require execution of the DR plan such as complete primary Datacenter failure, failure of the key hardware/software components at the primary site, loss of connectivity to the primary data center.

- JGB is without power and/or network services
- Trapeze system modules are down

C. System Architecture

C.1. Software

Trapeze PASS runs from the workstation (Citrix servers) and handles the front-end interface for the Trapeze back-end servers such as Schedule Server, MDT, etc.

C.2. Hardware

Insert information concerning server architecture such as number/type of servers with brief description of server. A Visio diagram may be helpful is the architecture is composed of more than 2 servers.

Servers

- Trapeze File Server Master directory for bin and Schedule Server
- Citrix Presentation Server Farm User workstations
- Server Name Application/Purpose

C.3. Storage

Insert information on storage requirements for disaster recovery such as Synchronous/Asynchronous replication, Active/Passive or Active/Active configurations at the DR site.

- Trapeze File Server Same Storage as LIVE
- Citrix Presentation Server Farm Same Storage as LIVE

C.4. Network

Insert information concerning network architecture. The network constraints and requirements should be clearly indicated: the application/systems at the DR site can be at separate IP address space, Layer 2 and Layer 3 connectivity, DNS, load balancing mechanism. A Visio diagram may be helpful is the architecture is composed of more than 2 servers. Explain your network failover process.

Trapeze File Server – Replicates the bin using DFS

Trapeze File Server/PASS SUPPORT PROFILE

- Server/Application Name Network Needs
- Server/Application Name Network Needs

C.5. Security

Insert information concerning security architecture. A Visio diagram may be helpful is the architecture is composed of more than 2 servers.

Servers |

- Trapeze File Server uses Trapeze security and Windows AD
- Server/Application Name Port/Purpose
- Server/Application Name Port/Purpose

C.6. Back-Up Schedules

Insert information concerning backup strategy: Such as backed up by DCI TSM staff according to the following schedule. All tapes are stored in a secure vault off site, etc.

System Component	Server		Frequency	Method	Comment
Trapeze File Server	VM-		Nightly	DCI-TSM	VM snapshots
		75			
		Ä.	17%		

C. Service Level Agreements (SLAs)

Provide specifics of SLAs with your internal and external customers.

There are no SLA's defined at this time.

III. Disaster Recovery Procedures

This section describes the recovery strategies identified for <insert application/system name> equipment and services. For the purposes of Disaster Recovery, this document assumes JGB as the primary datacenter and CTF as the disaster recovery (DR) site.

Please provide as much technical/process details as possible in the following procedures. Please clearly indicate if the procedures are executed manually or automatically.

A. Detection Procedures

If the failure is specific to limited only to your application(s)/system(s), how would you detect situations which warrant execution of failover to the DR site?

Trapeze File Server/PASS SUPPORT PROFILE

- 1. Automated services notifications from WMATA notifications system (not implemented)
- 2. External Customer notices
- 3. Internal User notices

B. Server Recovery Procedures (include server restoration priorities)

- 1. Restore VM
- 2. Trapeze reboot sequence
- 3. Test servers
- 4. Initiate Citrix Sessions

C. Application Recovery Procedures

- 1. Restore VM
- 2. Trapeze reboot sequence
- 3. Test servers
- 4. Initiate Citrix Sessions

D. Application Functionality and Data Integrity Validation Procedures

- 1. Ensure communication with Trapeze modules
- 2. Test connectivity
- 3. User acceptance
- 4.

E. Security Procedures (If warranted)

- 1.
- 2.
- 3.
- 4.

F. Customer Recovery Procedures (If warranted)

- 1.
- 2.
- 3.
- 4.

G. Internal and External Customers Communication

1. Send email to WMATA MA staff upon notice of interruption

Trapeze File Server/PASS SUPPORT PROFILE

- 2. Notify internal MV staff of interruption and engage recovery team
- 3. Notify WMATA CS & Eligibility teams
- 4. Notify WMATA IT teams as applicable
- 5. Notify WMATA communications team for external postings, etc.

H. Failback to Primary Site Procedures

- 1. Schedule outage
- 2. Backup CTF data
- 3. Restore JGB data
- 4. Test functionality



Trapeze File Server/PASS SUPPORT PROFILE

IV. System Restoration Checklist

Outline recovery steps in sequential order. (Below is an example – modify per your requirements)

A. Restore Servers
☐ Hardware
Trapeze File Server
Bin replication across Citrix Farm
☐ Application Modules
■ Test Trapeze Workstation
• COM, CERT
□ Databases
B. Restore Desktops (if applicable)
☐ Test Citrix Sessions
C. Restore Inbound/Outbound Interfaces
□ Link JGB
□ Link CTF
D. Restore Peripheral Devices
☐ Printer for Departments
□ Scanner
E. Validation after Failover to DR Site
☐ Login into Application
□ Verify services
☐ Test data traffic & communication with DB
F. Validation after Failback from DR
☐ Login into Application
☐ Verify services
☐ Test data traffic & communication with DB
·

Trapeze File Server/PASS SUPPORT PROFILE

Appendix I

Definitions

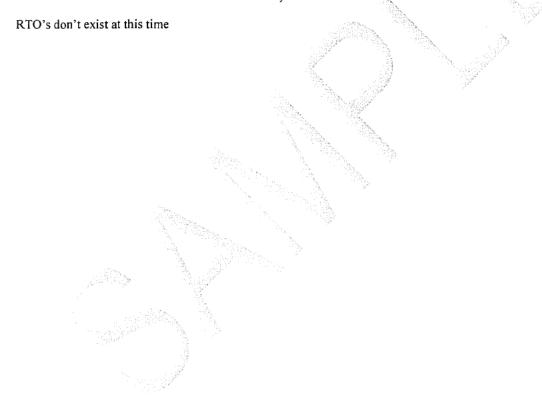
1. RPO

The Recovery Point Objective (RPO) is the point in time to which you must recover data as defined by SLAs with your customers. This is generally a definition of what is an "acceptable loss" in a disaster situation.

RPO's don't exist at this time

2. RTO

The Recovery Time Objective (RTO) is the duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity.



SQL Server Cluster SUPPORT PROFILE

SQL Server

I. Application/System Summary

A. Application Description		
Business Service Name:	Microsoft SQL Server Cluster	
Application Name:	Microsoft SQL Server	
Recovery Priority:	Priority 1	
Application Mission Category:	Revenue/Safety/Security/Communications	
Recovery Time Objectives (RTO):	See Appendix 1 for definition	A.
Recovery Point Objectives (RPO):	See Appendix 1 for definition	
Failover Mechanism	Automatic/Manual	
Application Description:	Database Server Cluster Environment	
Software Modules/Current Version:	SQL Server 2005 Enterprise	
Vendor Name:	Microsoft	
Customer Locations &	JGB	
Departments:	MetroAccess management/OCC, Eligibility, Customer Servi	ce
B. Technical Support Info	rmation	
Vendor Support phone #'s & Web Site	MV Transportation, Microsoft	
Vendor Account and/or Technical Contact Name & Number:	Microsoft-	
Server(s) name: Server type: Server OS: Server Location:	P- Cluster JGB	
IP Address:	Р	Microsoft SQL Se Cluster
	Р	Microsoft SQL Se Cluster
		Windows Virtua
		SQL Prod1 Virtua
		SQL Prod2 Virtu:
		Microsoft SQL Se Cluster

SQL Server Cluster SUPPORT PROFILE

		n need need need need need need need ne				Microsoft SQL Servi Cluster
Vendor access method:	Phone	Call/Email				
Modem Numbers (if						
applicable):	<u> </u>					
C. System Information Outbound Interface:				Walter State William		
Inbound Interface:				•		Microsoft SQL Serve
Timodila Timoliado					Р	Cluster
					Р	Microsoft SQL Serve Cluster
						Windows Virtua Cl
					J.	SQL Prod1 Virtual
			100 x 35 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	**************************************		SQL Prod2 Virtual
Dependent Systems:	PASS, COM,	CERT, MDT,	xGate, PASS	-WEB, IPA, I	VR	
Other Comments:				<u> </u>		
D. Maintenance and Reco	overy Procedure	es ,			Ny von	
Maintenance	<u> </u>					
Backup Method/Schedule						
E. Support Personnel						
Name	Site	System	Office	Home		Cell
	MetroAccess	MV				
	MetroAccess	MV				
	Consultant					
	WMATA Officer					
F. Business Service Disas		anning Team				
Name	Role		Office	Home	Septembrie 1	Cell
	Lead					
	Consultant					
	WMATA Offi	cer				
G. Last Updated:	09-01-2010					

SQL Server Cluster SUPPORT PROFILE

II. Disaster Recovery Infrastructure Design and Requirements

This section provides information on the planned architecture of the application(s)/system with disaster recovery capability. This section captures specific requirements for the disaster recovery mechanism to work.

For the purposes of Disaster Recovery, this document assumes JGB as the primary datacenter and CTF as the disaster recovery (DR) site.

A. Assumptions

These recovery procedures rely on the following critical assumptions and dependencies. If any of these assumptions are not true at the time of the disaster then the user facility must remain in downtime procedure mode until all such assumptions are true.

- Schedule Server, PASS, PASS-WEB, MDT, IVR front-end applications are available and able to communicate with the SQL environment
- SQL Server cluster hardware if functioning
- JGB Power and network services are functioning
- PG Plaza Power and network services are functioning

B. General

There are various circumstances under which would require execution of the DR plan such as complete primary Datacenter failure, failure of the key hardware/software components at the primary site, loss of connectivity to the primary data center.

If the 1st node of the cluster is maxed out or unresponsive, failover should occur. If JGB experienced critical failure, CTF should be implemented.

C. System Architecture

C.1. Software

The Software is Microsoft SQL Server 2005 Enterprise x64.

C.2. Hardware

Insert information concerning server architecture such as number/type of servers with brief description of server. A Visio diagram may be helpful is the architecture is composed of more than 2 servers.

Servers

SQL Server Cluster SUPPORT PROFILE

	Р	Microsoft SQL Server Cluster
	Р	Microsoft SQL Server Cluster
	-	Windows Virtual Cluster
		SQL Prod1 Virtual
		SQL Prod2 Virtual

C.3. Storage

Insert information on storage requirements for disaster recovery such as Synchronous/Asynchronous replication, Active/Passive or Active/Active configurations at the DR site.

See above table. Storage should be the same as the LIVE environment

C.4. Network

Insert information concerning network architecture. The network constraints and requirements should be clearly indicated: the application/systems at the DR site can be at separate IP address space, Layer 2 and Layer 3 connectivity, DNS, load balancing mechanism. A Visio diagram may be helpful is the architecture is composed of more than 2 servers. Explain your network failover process.

- SQL Cluster Internal IP addressing & DRACs
- Server/Application Name Network Needs
- Server/Application Name Network Needs

C.5. Security

Insert information concerning security architecture. A Visio diagram may be helpful is the architecture is composed of more than 2 servers.

Servers

- SQL Cluster Vritual cluster
- Server/Application Name Port/Purpose
- Server/Application Name Port/Purpose

C.6. Back-Up Schedules

SQL Server Cluster SUPPORT PROFILE

Insert information concerning backup strategy: Such as backed up by DCI TSM staff according to the following schedule. All tapes are stored in a secure vault off site, etc.

System Component	Server	Frequency	Method	Comment
SQL Server Backups		hourly	Logs	logs
SQL Server Backups		Nightly	Full backup	BU to file
				server
Nightly incremental		Nightly	DCI TSM	

C. Service Level Agreements (SLAs)

Provide specifics of SLAs with your internal and external customers.

No SLA's exist at this time

III. Disaster Recovery Procedures

This section describes the recovery strategies identified for <insert application/system name> equipment and services. For the purposes of Disaster Recovery, this document assumes JGB as the primary datacenter and CTF as the disaster recovery (DR) site.

Please provide as much technical/process details as possible in the following procedures. Please clearly indicate if the procedures are executed manually or automatically.

A. Detection Procedures

If the failure is specific to limited only to your application(s)/system(s), how would you detect situations which warrant execution of failover to the DR site?

- 1. Automated services notifications from WMATA notifications system (not implemented)
- 2. External Customer notices
- 3. Internal User notices
- 4. Errors in front-end applications
- 5. Auto-alert emails from front-end applications

B. Server Recovery Procedures (include server restoration priorities)

- 1. Fail-over cluster
- 2. If not successful or JGB is down, implement CTF failover
- 3. Assume WAN sync with the SAN's

4.

C. Application Recovery Procedures

SQL Server Cluster SUPPORT PROFILE

1.	Fail-over SQL environment
2.	
3.	
4.	
<u>D.</u>	Application Functionality and Data Integrity Validation Procedures
1.	Ensure communication with Trapeze modules
	Initiated Trapeze reboot sequence
	Test functionality

E. Security Procedures (If warranted)

1.

4. User acceptance

- 2. 3.
- 4.

F. Customer Recovery Procedures (If warranted)

- 1.
- 2.
- 3.
- 4.

G. Internal and External Customers Communication

- 1. Send email to WMATA MA staff upon notice of interruption
- 2. Notify internal MV staff of interruption and engage recovery team
- 3. Notify WMATA CS & Eligibility teams
- 4. Notify WMATA IT teams as applicable
- 5. Notify WMATA communications team for external postings, etc.

6.

H. Failback to Primary Site Procedures

- 1. Schedule outage
- 2. Backup CTF data
- 3. Restore JGB data
- 4. Test functionality

SQL Server Cluster SUPPORT PROFILE

IV. System Restoration Checklist

Outline recovery steps in sequential order. (Below is an example – modify per your requirements)

<u>A.</u>	Restore Servers
	Hardware
	 SQL Cluster- P
	■ SQL Cluster – V
	 Windows Cluster - V
	Application Modules
	SQL Server
	Databases
	 Clus1prod1/clus1prod1- LIVE
	 Clus1prod2/clus1prod2- Archive
<u>B.</u>	Restore Desktops (if applicable)
	Citrix restart sessions
<u>C.</u>	Restore Inbound/Outbound Interfaces
	Link JGB
	Link CTF
D.	Restore Peripheral Devices
	Printer for Department ppp
	Scanner
<u>E.</u>	Validation after Failover to DR Site
	Login into Applications
	Verify services
	그 사람이 아니다 하다는 사람이 되었다.
<u>F.</u>	Validation after Failback from DR
	Login into Application
	Verify Services

SQL Server Cluster SUPPORT PROFILE

Appendix I

Definitions

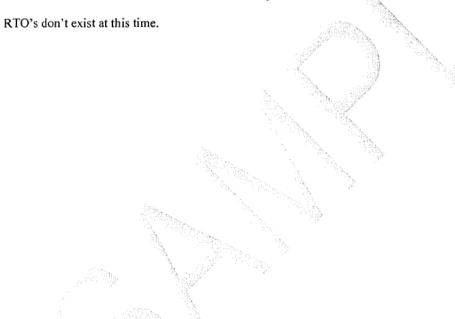
1. RPO

The Recovery Point Objective (RPO) is the point in time to which you must recover data as defined by SLAs with your customers. This is generally a definition of what is an "acceptable loss" in a disaster situation.

RPO's don't exist at this time.

2. RTO

The Recovery Time Objective (RTO) is the duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity.



Trapeze Schedule Server SUPPORT PROFILE

Trapeze Schedule Server

I. Application/System Summary

A. Application Description	
Business Service Name:	Trapeze Schedule Server
Application Name:	SchedSrv, Address Matcher
Recovery Priority:	Priority 1
Application Mission	Revenue/Safety/Security/Communications
Category:	
Recovery Time Objectives (RTO):	See Appendix 1 for definition
Recovery Point Objectives (RPO):	See Appendix 1 for definition
Failover Mechanism	Manual
Application Description:	Finds booking solutions for PASS, Matches addresses
Software Modules/Current Version:	16.56
Vendor Name:	Transpa Software Crown
Customer Locations &	Trapeze Software Group PG Plaza, JGB, remote access
Departments:	MetroAccess Management/OCC
B. Technical Support Info	Language and the second of
Vendor Support phone #'s & Web Site	http://www.trapezegroup.com/nahome.php Public Transit Demand-Response Products Telephone:
Vendor Account and/or Technical Contact Name & Number:	WMATA Public Transit, Demand-Response Products Telephone: Email: cc@trapezegroup.com
Server(s) name: Server type: Server OS: Server Location: IP Address:	Physical JGB
Vendor access method:	Phone Call/Email
Modem Numbers (if	
applicable):	
C. System Information	
Outbound Interface:	
Inbound Interface:	
Dependent Systems:	PASS, SQL DB, File Server

Trapeze Schedule Server SUPPORT PROFILE

Other Comments:							
D. Maintenance and Reco	very Procedu	res					
Maintenance	Windows Up	Windows Updates, Trapeze updates					
Backup Method/Schedule	Logs sent to	Files server, ni	ghtly backup of lo	og directory			
E. Support Personnel							
Name	Site	System	Office	Home	Cell		
	PG Plaza	MV					
	Remote	MV					
Primary Customer POC							
Secondary Customer POC				\	i di N		
F. Business Service Disas	ter Recovery F	lanning Tear	m				
Name	Role		Office	Home	Cell		
	Lead						
	Consultant	1 1/4					
	WMATA Of	ficer					
G. Last Updated:	09-01-10						

II. Disaster Recovery Infrastructure Design and Requirements

This section provides information on the planned architecture of the application(s)/system with disaster recovery capability. This section captures specific requirements for the disaster recovery mechanism to work.

For the purposes of Disaster Recovery, this document assumes JGB as the primary datacenter and CTF as the disaster recovery (DR) site.

A. Assumptions

These recovery procedures rely on the following critical assumptions and dependencies. If any of these assumptions are not true at the time of the disaster then the user facility must remain in downtime procedure mode until all such assumptions are true.

- Trapeze File Server is Operational
- SQL DB server is operational
- Network is available

Trapeze Schedule Server SUPPORT PROFILE

B. General

There are various circumstances under which would require execution of the DR plan such as complete primary Datacenter failure, failure of the key hardware/software components at the primary site, loss of connectivity to the primary data center.

- JGB is without power
- · SQL DB is not operational
- Trapeze File Server/bin is not available

C. System Architecture

C.1. Sofavare

The Trapeze Schedule Server relies on connections to the bin & DB environment. All Trapeze applications rely on the Schedule Server. It is the "heartbeat" of the overall design.

C.2. Nardware

In art information concerning server architecture such as number/type of servers with brief description of server. A Visio diagram may be helpful is the architecture is composed of more than 2 servers.

Servers

- Trapeze Schedule Server Provides scheduling, booking, lookup to all modules
- Server Name Application/Purpose
- Server Name Application/Purpose

C.3. Storage

Insert information on storage requirements for disaster recovery such as Synchronous/Asynchronous replication, Active/Passive or Active/Active configurations at the DR site.

Trapeze Schedule Server – Same Storage as LIVE

C.4. Network

Insert information concerning network architecture. The network constraints and requirements should be clearly indicated: the application/systems at the DR site can be at separate IP address space, Layer 2 and Layer 3 connectivity, DNS, load balancing mechanism. A Visio diagram may be helpful is the architecture is composed of more than 2 servers. Explain your network failover process.

Schedule Server – Communication to DB & bin (File Server)/logs

Trapeze Schedule Server SUPPORT PROFILE

- Server/Application Name Network Needs
- Server/Application Name Network Needs

C.5. Security

Insert information concerning security architecture. A Visio diagram may be helpful is the architecture is composed of more than 2 servers.

Servers

Schedule Server – Utilizes Trapeze security

C.6. Back-Up Schedules

Insert information concerning backup strategy: Such as backed up by DCI TSM staff according to the following schedule. All tapes are stored in a secure vault off site, etc.

System Component	Server	N. 1988	Frequency	Method	Comment
Schedule Server			Logs-real-	Sent to File	
)	ta.	time	Server	
Schedule Server			Server-	DCI-TSM	
		177	nightly		
		. 1.	74,		

C. Service Level Agreements (SLAs)

Provide specifics of SLAs with your internal and external customers.

No SLA's exist at this time.

III. Disaster Recovery Procedures

This section describes the recovery strategies identified for <insert application/system name> equipment and services. For the purposes of Disaster Recovery, this document assumes JGB as the primary datacenter and CTF as the disaster recovery (DR) site.

Please provide as much technical/process details as possible in the following procedures. Please clearly indicate if the procedures are executed manually or automatically.

Trapeze Schedule Server SUPPORT PROFILE

A. Detection Procedures

If the failure is specific to limited only to your application(s)/system(s), how would you detect situations which warrant execution of failover to the DR site?

- 1. Automated services notifications from WMATA notifications system (not implemented)
- 2. External Customer notices
- 3. Internal User notices
- 4. Trapeze applications receiving errors

B. Server Recovery Procedures (include server restoration priorities)

- 1. If a schedule server failure, initiate a Trapeze reboot sequence
- 2. If hardware, restore to the backup server in JGB (if it exists)
- 3. If Site failure, initiate the CTF failover
- 4.

C. Application Recovery Procedures

- 1. If a schedule server failure, initiate a Trapeze reboot sequence
- 2. If hardware, restore to the backup server in JGB (if it exists)
- 3. If Site failure, initiate the CTF failover
- 4.

D. Application Functionality and Data Integrity Validation Procedures

- 1. Ensure communication with Trapeze modules
- 2. Logon to other servers and verify logs without errors
- 3. Test different modules
- 4. Ensure users can operate the system
- 5.

E. Security Procedures (If warranted)

- 1.
- 2.
- 3.
- 4.

F. Customer Recovery Procedures (If warranted)

- 1.
- 2.
- 3.

Trapeze Schedule Server SUPPORT PROFILE

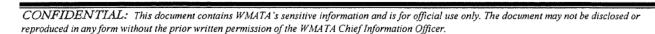
4.

G. Internal and External Customers Communication

- 1. Send email to WMATA MA staff upon notice of interruption
- 2. Notify internal MV staff of interruption and engage recovery team
- 3. Notify WMATA CS & Eligibility teams
- 4. Notify WMATA IT teams as applicable
- 5. Notify WMATA communications team for external postings, etc.

H. Failback to Primary Site Procedures

- 1. Schedule outage
- 2. Backup CTF data
- 3. Restore JGB data
- 4. Test functionality



Trapeze Schedule Server SUPPORT PROFILE

IV. System Restoration Checklist

Outline recovery steps in sequential order. (Below is an example – modify per your requirements)

<u>A.</u> □	Restore Servers Hardware Trapeze Schedule Server
	Application Modules
	 ScheduleServer Address Matcher
П	Databases
_	
<u>B.</u>	Restore Desktops (if applicable)
	Restore Citrix Sessions
<u>C.</u>	Restore Inbound/Outbound Interfaces
	Link JGB
	Link CTF
Đ.	Restore Peripheral Devices
	Printer for Department ppp
	Scanner
_	
<u>E.</u>	Validation after Failover to DR Site
	Login into Application Verify services
	verify services
_	
<u>F.</u>	Validation after Failback from DR
	Login into Application
	Verify services

Trapeze Schedule Server SUPPORT PROFILE

Appendix I

Definitions

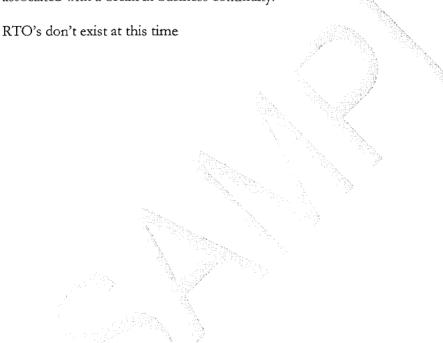
1. RPO

The Recovery Point Objective (RPO) is the point in time to which you must recover data as defined by SLAs with your customers. This is generally a definition of what is an "acceptable loss" in a disaster situation.

RPO's don't exist at this time.

2. RTO

The Recovery Time Objective (RTO) is the duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity.



Citrix Trapeze Environment SUPPORT PROFILE

Citrix Trapeze Applications

I. Application/System Summary

A. Application Description	
Business Service Name:	Trapeze PASS
Application Name:	PASS, COM, CERT
Recovery Priority:	1
Application Mission Category:	Revenue/Safety/Security/Communications
Recovery Time Objectives (RTO):	See Appendix 1 for definition
Recovery Point Objectives (RPO):	See Appendix 1 for definition
Failover Mechanism	Automatic/Manual
Application Description:	Booking/trip lookup/dispatch
Software Modules/Current Version:	8.034
Vendor Name:	Trapeze Software Group
Customer Locations &	PG Plaza, JGB, remote locations
Departments:	MetroAccess management/OCC, Eligibility, Customer Service
B. Technical Support Info	rmation
Vendor Support phone #'s & Web Site	http://www.trapezegroup.com/nahome.php Public Transit Demand-Response Products Telephone: Email: cc@trapezegroup.com
Vendor Account and/or Technical Contact Name & Number:	WMATA Public Transit, Demand-Response Products Telephone: Email: cc@tranezegroup.com
Server(s) name: Server type: Server OS:	VM.
Server Location: IP Address:	JGB
Vendor access method:	Email <u>Utrapezegroup.com</u>
Modem Numbers (if	
applicable):	
C. System Information	
Outbound Interface:	Citrix virtual desktop (version 9)
Inbound Interface:	
Dependent Systems:	Trapeze File server, Windows AD, Schedule Server, Windows/Citrix

Citrix Trapeze Environment SUPPORT PROFILE

	Licensing, W	MATA Junipe	r WEBVPN A	ppliance	
Other Comments:	8			L-L	
D. Maintenance and Reco	very Procedu	res			
Maintenance	Windows updates, Trapeze version upgrades, Citrix updates				
Backup Method/Schedule	Bi-weekly, VM snapshots				
E. Support Personnel					
Name	Site	System	Office	Home	Cell
	PG Plaza	MV			
and the second of the second o	Remote	MV			
Primary Customer POC					2.
Secondary Customer POC					
F. Business Service Disas	ter Recovery	Planning Tea	m.		
Name	Role		Office	Home	Cell
	Lead	19.4 ^{2.4}			
	Consultant		9.7. 9.7.57 9.7.57		
	WMATA O	fficer			
G. Last Updated:					

II. Disaster Recovery Infrastructure Design and Requirements

This section provides information on the planned architecture of the application(s)/system with disaster recovery capability. This section captures specific requirements for the disaster recovery mechanism to work.

For the purposes of Disaster Recovery, this document assumes JGB as the primary datacenter and CTF as the disaster recovery (DR) site.

A. Assumptions

These recovery procedures rely on the following critical assumptions and dependencies. If any of these assumptions are not true at the time of the disaster then the user facility must remain in downtime procedure mode until all such assumptions are true.

- Trapeze modules are operational
- Windows AD is Operational
- is Operational (licensing requirement)

Citrix Trapeze Environment SUPPORT PROFILE

B. General

There are various circumstances under which would require execution of the DR plan such as complete primary Datacenter failure, failure of the key hardware/software components at the primary site, loss of connectivity to the primary data center.

Citrix servers 2-7 rely on 1 for licensing.

C. System Architecture

C.1. Software

Citrix servers 1-6 load balance the published Trapeze applications. Server 1 runs COM. Server 7 runs various apps and management tools.

C.2. Hardware

Insert information concerning server architecture such as number/type of servers with brief description of server. A Visio diagram may be helpful is the architecture is composed of more than 2 servers.

Servers

- Citrix licensing, COM, Trapeze Workstation, Trapeze Reports, Admin Desktop
- Trapeze Workstation, Admin Desktops
- Admin Desktop, Remote Mgt-RDP, Spider LCNS, Trapeze Reports, MV Monitors, Taxi Trip Export

C.3. Storage

Insert information on storage requirements for disaster recovery such as Synchronous/Asynchronous replication, Active/Passive or Active/Active configurations at the DR site.

Same Storage as LIVE
Same Storage as LIVE
Same Storage as LIVE

C.4. Network

Insert information concerning network architecture. The network constraints and requirements should be clearly indicated: the application/systems at the DR site can be at separate IP address space, Layer 2 and Layer 3 connectivity, DNS, load balancing mechanism. A Visio diagram may be helpful is the architecture is composed of more than 2 servers. Explain your network failover process.

Citrix Trapeze Environment SUPPORT PROFILE

Citrix Servers- network access to AD, Juniper WEBVPN, Other published applications

C.5. Security

Insert information concerning security architecture. A Visio diagram may be helpful is the architecture is composed of more than 2 servers.

Servers 5

Citrix Servers – Access to AD & Juniper WEBVPN appliance

C.6. Back-Up Schedules

Insert information concerning backup strategy: Such as backed up by DCI TSM staff according to the following schedule. All tapes are stored in a secure vault off site, etc.

System Component	Server		Frequency	Method	Comment
Citrix Servers- VM			Bi-weekly	DCI-TSM	VM snapshots
		N/Play	14.		
		À 10			

C. Service Level Agreements (SLAs)

Provide specifics of SLAs with your internal and external customers.

No SLA's exist at this time.

III. Disaster Recovery Procedures

This section describes the recovery strategies identified for <insert application/system name> equipment and services. For the purposes of Disaster Recovery, this document assumes JGB as the primary datacenter and CTF as the disaster recovery (DR) site.

Please provide as much technical/process details as possible in the following procedures. Please clearly indicate if the procedures are executed manually or automatically.

A. Detection Procedures

If the failure is specific to limited only to your application(s)/system(s), how would you detect situations which warrant execution of failover to the DR site?

1. Automated services notifications from WMATA notifications system (not implemented)

Citrix Trapeze Environment SUPPORT PROFILE

- 2. External Customer notices
- 3. Internal User notices

B. Server Recovery Procedures (include server restoration priorities)

- 1. Restore VM(s) from snapshot(s)
- 2. Reboot servers
- 3. Test Sessions
- 4. If JGB is down, start the CTF failover process

C. Application Recovery Procedures

- 1. Restore VM(s) from snapshot(s)
- 2. Reboot servers
- 3. Test Sessions
- 4. If JGB is down, start the CTF failover process

D. Application Functionality and Data Integrity Validation Procedures

- 1. Ensure communication with Trapeze modules and other published applications
- User acceptance

E. Security Procedures (If warranted)

- 1.
- 2.
- 3.
- 4.

F. Customer Recovery Procedures (If warranted)

- 1.
- 2.
- 3.
- 4.

G. Internal and External Customers Communication

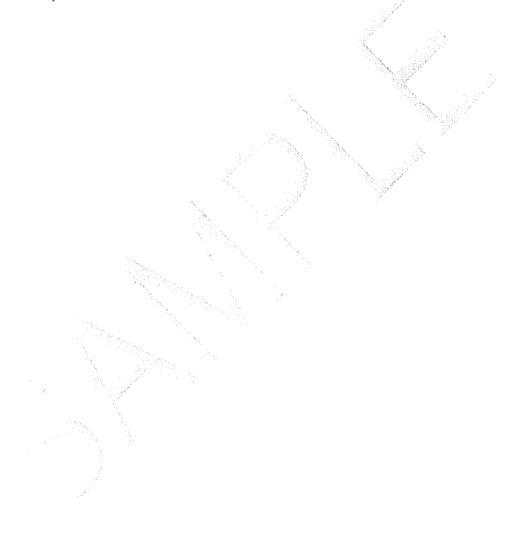
- 1. Send email to WMATA MA staff upon notice of interruption
- 2. Notify internal MV staff of interruption and engage recovery team
- 3. Notify WMATA CS & Eligibility teams
- 4. Notify WMATA IT teams as applicable

Citrix Trapeze Environment SUPPORT PROFILE

5. Notify WMATA communications team for external postings, etc.

H. Failback to Primary Site Procedures

- 1. Schedule outage
- 2. Backup CTF data
- 3. Restore JGB data
- 4. Test functionality



Citrix Trapeze Environment SUPPORT PROFILE

IV. System Restoration Checklist

Outline recovery steps in sequential order. (Below is an example – modify per your requirements)

<u>A.</u>	Restore Servers	
	Hardware	
	■ Citrix VM's	
	VM Ware Host(s)	
	Application Modules	
	Presentation Server	
	 Published applications 	
	Databases	į.
	Restore Desktops (if applicable)	
	Restart Citrix sessions	
<u>C.</u>	Restore Inbound/Outbound Interfaces	
	Link JGB	
	Link CTF	
<u>D.</u>	Restore Peripheral Devices	
	Printer for Department ppp	
	Scanner	
<u>E.</u>	Validation after Failover to DR Site	
	Login into Application	
	Verify services	
<u>F.</u>	Validation after Failback from DR	
Ш	Login into Application	
	Verify services	

Citrix Trapeze Environment SUPPORT PROFILE

Appendix I

Definitions

1. RPO

The Recovery Point Objective (RPO) is the point in time to which you must recover data as defined by SLAs with your customers. This is generally a definition of what is an "acceptable loss" in a disaster situation.

No RPO's exist at this time.

2. RTO

The Recovery Time Objective (RTO) is the duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity.

No RTO's exist at this time.

MV/MJM CashLess Sync SUPPORT PROFILE

MV/MJM Cashless Fares Server

I. Application/System Summary

A. Application Description	
Business Service Name:	MV/MJM Cashless Fares Server
Application Name:	CashLess Sync
Recovery Priority:	Priority 1
Application Mission Category:	Revenue
Recovery Time Objectives (RTO):	See Appendix 1 for definition
Recovery Point Objectives (RPO):	See Appendix 1 for definition
Failover Mechanism	Automatic/Manual
Application Description:	Syncs Trapeze customer pre-paid transactions/balances with MJM external web consumer portal
Software Modules/Current Version:	CashLessSync, 1.0.0.6
Vendor Name:	MV Transportation
Customer Locations &	PG Plaza, JGB
Departments:	MetroAccess management/OCC, Customer Service
B. Technical Support Info	rmation
Vendor Support phone #'s & Web Site	MV Transportation help desk- helpdesk@mvtransit.com
Vendor Account and/or Technical Contact Name & Number:	MV Transportation help desk- / helpdesk@mvtransit.com
Server(s) name: Server type:	VM
Server OS: Server Location: IP Address:	JGB
Vendor access method:	Phone Call/Email
Modem Numbers (if applicable):	
C. System Information	我们就是我们的一个人,我们就是一个人,就是这种的一个人,我们就是一个人的。""这个人,我们就是我们的一个人,我们就是我们的一个人,我们就是我们的一个人,我们就是
Outbound Interface:	
Inbound Interface:	
Dependent Systems:	SQL DB, MJM EZTRANSPORT website
Other Comments:	

MV/MJM CashLess Sync SUPPORT PROFILE

D. Maintenance and Reco	very Procedure	s	OTHER REALISE	se service la se in ci	/ 1.14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Maintenance	Windows & Version upgrades				
Backup Method/Schedule	Bi-weekly, .ini	files storing la	st transaction inf	ormation	
E. Support Personnel					
Name	Site	System	Office	Home	Cell
	MetroAccess	MV			
	Remote	MV			
	Remote	MV		. 1%	
Secondary Customer POC					
F. Business Service Disast	er Recovery Pla	anning Team			Alexander
Name	Role		Office	Home	Cell
	Lead	y 1875			
	Consultant				
	WMATA Offi	cer			
G. Last Updated:	09-01-10				

II. Disaster Recovery Infrastructure Design and Requirements

This section provides information on the planned architecture of the application(s)/system with disaster recovery capability. This section captures specific requirements for the disaster recovery mechanism to work.

For the purposes of Disaster Recovery, this document assumes JGB as the primary datacenter and CTF as the disaster recovery (DR) site.

A. Assumptions

These recovery procedures rely on the following critical assumptions and dependencies. If any of these assumptions are not true at the time of the disaster then the user facility must remain in downtime procedure mode until all such assumptions are true.

- The JGB location is up with power and network services
- The application has access to the internet
- The Trapeze environment is available

B. General

MV/MJM CashLess Sync SUPPORT PROFILE

There are various circumstances under which would require execution of the DR plan such as complete primary Datacenter failure, failure of the key hardware/software components at the primary site, loss of connectivity to the primary data center.

- IGB is without power
- Trapeze system modules are down

C. System Architecture

C.1. Software

The CasLess Sync server application relies on an MV-developed sync application utilizing ini files to stamp the last transaction and request ID from the MJM web server. It syncs every 6 minutes transactions between the Trapeze DB & the customer web portal.

C.2. Hardware

Insert information concerning server architecture such as number/type of servers with brief description of server. A Visio diagram may be helpful is the architecture is composed of more than 2 servers.

Servers

- CashLess Sync CashLess Sync/syncing application
- Server Name Application/Purpose
- Server Name Application/Purpose

C.3. Storage

Insert information on storage requirements for disaster recovery such as Synchronous/Asynchronous replication, Active/Passive or Active/Active configurations at the DR site.

- CashLess Sync Same storage as LIVE environment
- Server/Application Name Storage Needs
- Server/Application Name Storage Needs

C.4. Network

Insert information concerning network architecture. The network constraints and requirements should be clearly indicated: the application/systems at the DR site can be at separate IP address space, Layer 2 and Layer 3 connectivity, DNS, load balancing mechanism. A Visio diagram may be helpful is the architecture is composed of more than 2 servers. Explain your network failover process.

MV/MJM CashLess Sync SUPPORT PROFILE

- CashLess Sync Needs to Sync with Trapeze DB & external web server
- Server/Application Name Network Needs
- Server/Application Name Network Needs

C.5. Security

Insert information concerning security architecture. A Visio diagram may be helpful is the architecture is composed of more than 2 servers.

Servers

- CashLess Sync Internet access & internal access to DB server with credentials in the .ini file
- Server/Application Name Port/Purpose
- Server/Application Name Port/Purpose

C.6. Back-Up Schedules

Insert information concerning backup strategy: Such as backed up by DCI TSM staff according to the following schedule. All tapes are stored in a secure vault off site, etc.

System Component	Server	Frequency	Method	Comment
CashLess Sync	VM-	Bi-weekly	DCI-TSM	VM Covered via snapshots
		1 2		
* 5%.	18.	1 38		

C. Service Level Agreements (SLAs)

Provide specifics of SLAs with your internal and external customers.

No formal SLA's exist at this time.

III. Disaster Recovery Procedures

This section describes the recovery strategies identified for <insert application/system name> equipment and services. For the purposes of Disaster Recovery, this document assumes JGB as the primary datacenter and CTF as the disaster recovery (DR) site.

Please provide as much technical/process details as possible in the following procedures. Please clearly indicate if the procedures are executed manually or automatically.

MV/MJM CashLess Sync SUPPORT PROFILE

A. Detection Procedures

If the failure is specific to limited only to your application(s)/system(s), how would you detect situations which warrant execution of failover to the DR site?

- 1. Automated services notifications from WMATA notifications system (not implemented)
- 2. External Customer notices
- 3. Internal User notices
- 4. IT Verification

B. Server Recovery Procedures (include server restoration priorities)

- 1. Restore VM from snapshot if server failure
- 2. Contact MJM to find out last transaction & request ID's
- 3. Rebuild the .ini files

4.

C. Application Recovery Procedures

- 1. Restore VM from snapshot
- 2. Contact MJM to find out last transaction & request ID's
- 3. Rebuild the .ini files

D. Application Functionality and Data Integrity Validation Procedures

- 1. Ensure communication with internet, Trapeze DB
- 2. Ensure last transaction & request id's
- 3. Sync the application

4.

E. Security Procedures (If warranted)

- 1. Contact MJM to notify them of the continuation of the sync
- 2.
- 3.
- 4.

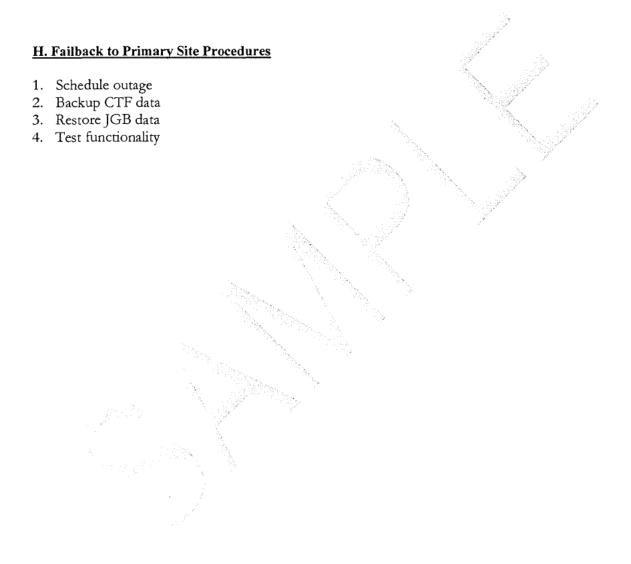
F. Customer Recovery Procedures (If warranted)

- 1.
- 2.
- 3.
- 4.

MV/MJM CashLess Sync SUPPORT PROFILE

G. Internal and External Customers Communication

- 1. Send email to WMATA MA staff upon notice of interruption
- 2. Notify internal MV staff of interruption and engage recovery team
- 3. Notify WMATA CS & Eligibility teams
- 4. Notify WMATA IT teams as applicable
- 5. Notify WMATA communications team for external postings, etc.



MV/MJM CashLess Sync SUPPORT PROFILE

IV. System Restoration Checklist

	atline recovery steps in sequential order. elow is an example – modify per your requirements)
	Restore Servers
ш	Hardware • VM Ware Host
	CashLess Sync VM
П	Application Modules
_	CashLess Sync
	• .ini files
	Databases
	Connection to MJM DB's via the web
	Restore Desktops (if applicable)
	N/A
	D I.1
	Restore Inbound/Outbound Interfaces Link JGB
	Link CTF
	Elik CII
D.	Restore Peripheral Devices
	Printer for Department ppp
	Scanner
	Validation after Failover to DR Site
	Login into Application
	Verify services
	Test data traffic & communication with DB
F. Y	Validation after Failback from DR
	Restore DB
	Login into Application
	Verify Services
П	

MV/MJM CashLess Sync SUPPORT PROFILE

Appendix I

Definitions

1. RPO

The Recovery Point Objective (RPO) is the point in time to which you must recover data as defined by SLAs with your customers. This is generally a definition of what is an "acceptable loss" in a disaster situation.

RPO's are not defined at this time.

2. RTO

The Recovery Time Objective (RTO) is the duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity.

RTO's are not defined at this time.

Trapeze MDT Server SUPPORT PROFILE

Trapeze MDT Server

I. Application/System Summary

A. Application Description	ngi kalingin di kalingga palangga paggagangga palangga palangga paggangga paggangga paggangga paggangga paggang
Business Service Name:	Trapeze MDT Server
Application Name:	MdtServer2, MDT AVL Agent
Recovery Priority:	Priority 1
Application Mission Category:	Revenue/Safety/Communications
Recovery Time Objectives (RTO):	See Appendix 1 for definition
Recovery Point Objectives (RPO):	See Appendix 1 for definition
Failover Mechanism	Manual
Application Description:	MDT-PASS interface- inserts AVL data into Trapeze, communicates with xGate server for the mobile devices
Software Modules/Current Version:	8.0.34
Vendor Name:	Trapeze Software Group
Customer Locations &	PG Plaza, JGB, remote locations
Departments:	OCC, Customer Service
B. Technical Support Info	rmation
Vendor Support phone #'s & Web Site	http://www.trapezegroup.com/nahome.php Public Transit. Demand-Response Products Telephone: Email: cc@trapezegroup.com
Vendor Account and/or Technical Contact Name & Number:	WMATA Public Transit, Demand-Response Products Telephone: Email: cc@trapezegroup.com
Server(s) name: Server type: Server OS: Server Location: IP Address:	VM JGB
Vendor access method:	Phone Call/Email
Modem Numbers (if applicable):	
C. System Information	
Outbound Interface:	

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Trapeze MDT Server SUPPORT PROFILE

Dependent Systems:	ependent Systems: PASS, Xgate, Schedule Server, File Server/bin				
Other Comments:					
D. Maintenance and Reco	overy Procedu	res			
Maintenance	Windows Up	odates, Trapeze	version updat	es	
Backup Method/Schedule	Nightly VM	backups & snaj	oshots		
E. Support Personnel					
Name	Site	System	Office	Home	Cell
	PG Plaza	MV			
	Remote	MV			
Primary Customer POC					Sa.
Secondary Customer POC					
F. Business Service Disas	ter Recovery I	Planning Tear	a 🏗 🗀	. Lywy The A	
Name	Role	(A2)	Office	Home /	Cell
	Lead				
	Consultant				
	WMATA O	fficer			
G. Last Updated:					

II. Disaster Recovery Infrastructure Design and Requirements

This section provides information on the planned architecture of the application(s)/system with disaster recovery capability. This section captures specific requirements for the disaster recovery mechanism to work.

For the purposes of Disaster Recovery, this document assumes JGB as the primary datacenter and CTF as the disaster recovery (DR) site.

A. Assumptions

These recovery procedures rely on the following critical assumptions and dependencies. If any of these assumptions are not true at the time of the disaster then the user facility must remain in downtime procedure mode until all such assumptions are true.

- Trapeze Schedule Server is operational
- · SQL DB environment is Operational
- xGate Server is Operational

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Trapeze MDT Server SUPPORT PROFILE

B. General

There are various circumstances under which would require execution of the DR plan such as complete primary Datacenter failure, failure of the key hardware/software components at the primary site, loss of connectivity to the primary data center.

- JGB is without power
- Other Trapeze system modules are down

C. System Architecture

C.1. Software

The Trapeze MDT Server interacts with the Mentor xGate server and the Trapeze Schedule server. It inserts AVL entries into the Schedule Editor and DB based on the communication through the xGate application to the mobile devices.

C.2. Hardware

Insert information concerning server architecture such as number/type of servers with brief description of server. A Visio diagram may be helpful is the architecture is composed of more than 2 servers.

<u>Servers</u>

• Trapeze Schedule Server – MDT Server, AVL Agent- communication with the MDT's and DB

C.3. Storage

Insert information on storage requirements for disaster recovery such as Synchronous/Asynchronous replication, Active/Passive or Active/Active configurations at the DR site.

Trapeze Schedule Server – Same as LIVE

C.4. Network

Insert information concerning network architecture. The network constraints and requirements should be clearly indicated: the application/systems at the DR site can be at separate IP address space, Layer 2 and Layer 3 connectivity, DNS, load balancing mechanism. A Visio diagram may be helpful is the architecture is composed of more than 2 servers. Explain your network failover process.

 Trapeze MDT Server – Communication with the DB environment and the xGate server in the DMZ

Trapeze MDT Server SUPPORT PROFILE

- Server/Application Name Network Needs
- Server/Application Name Network Needs

C.5. Security

Insert information concerning security architecture. A Visio diagram may be helpful is the architecture is composed of more than 2 servers.

Servers

- Trapeze MDT Server Trapeze security & MVWMATA AD logon as service
- Server/Application Name Port/Purpose
- Server/Application Name Port/Purpose

C.6. Back-Up Schedules

Insert information concerning backup strategy: Such as backed up by DCI TSM staff according to the following schedule. All tapes are stored in a secure vault off site, etc.

System Component	Server	A	Frequency	Method	Comment
MDT Server			Bi-Weekly	DCI-TSM	VM's snapshot
	La Signal	ì.,			
		Ą	12		

C. Service Level Agreements (SLAs)

Provide specifics of SLAs with your internal and external customers.

No SLA's exist at this time

III. Disaster Recovery Procedures

This section describes the recovery strategies identified for <insert application/system name> equipment and services. For the purposes of Disaster Recovery, this document assumes JGB as the primary datacenter and CTF as the disaster recovery (DR) site.

Please provide as much technical/process details as possible in the following procedures. Please clearly indicate if the procedures are executed manually or automatically.

A. Detection Procedures

If the failure is specific to limited only to your application(s)/system(s), how would you detect situations which warrant execution of failover to the DR site?

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Trapeze MDT Server SUPPORT PROFILE

- 1. Automated services notifications from WMATA notifications system (not implemented)
- 2. External Customer notices
- 3. Internal User notices

B. Server Recovery Procedures (include server restoration priorities)

- 1. Restart the MDT Server and AVL Agent
- 2. If not successful, restore VM snapshot
- 3. Restart Trapeze environment
- 4. If JGB down, initiate the failover sequence to CTF

C. Application Recovery Procedures

- 1. Restart the MDT Server and AVL Agent
- 2. If not successful, restore VM snapshot
- 3. Restart Trapeze environment
- 4. If JGB down, initiate the failover sequence to CTF

D. Application Functionality and Data Integrity Validation Procedures

- 1. Ensure communication with Trapeze modules
- Verify the logs
- 3. Test MDT communication and DB communication
- 4. User acceptance
- 5.
- 6.

E. Security Procedures (If warranted)

- 1.
- 2.
- 3.
- 4.

F. Customer Recovery Procedures (If warranted)

- 1.
- 2.
- 3.
- 4.

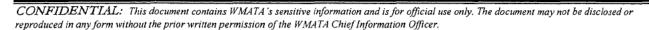
Trapeze MDT Server SUPPORT PROFILE

G. Internal and External Customers Communication

- 1. Send email to WMATA MA staff upon notice of interruption
- 2. Notify internal MV staff of interruption and engage recovery team
- 3. Notify WMATA CS & Eligibility teams
- 4. Notify WMATA IT teams as applicable
- 5. Notify WMATA communications team for external postings, etc.

H. Failback to Primary Site Procedures

- 1. Schedule outage
- 2. Backup CTF data
- 3. Restore JGB data
- 4. Test functionality



Trapeze MDT Server SUPPORT PROFILE

IV. System Restoration Checklist

Outline recovery steps in sequential order. (Below is an example – modify per your requirements)

	<u>Restore Servers</u>
	Hardware
	■ MDT Server VM
	Application Modules
	MDT Server
	■ AVL Agent
	Datab <u>ases</u>
<u>B.</u>	Restore Desktops (if applicable)
	Restore Citrix sessions after reboot
<u>C.</u>	Restore Inbound/Outbound Interfaces
	Link JGB
	Link CTF
	Restore Peripheral Devices Printer for Department ppp Scanner
	Printer for Department ppp
	Printer for Department ppp Scanner
	Printer for Department ppp Scanner Validation after Failover to DR Site
 E	Printer for Department ppp Scanner Validation after Failover to DR Site Login into Application
 E	Printer for Department ppp Scanner Validation after Failover to DR Site Login into Application Verify services
E	Printer for Department ppp Scanner Validation after Failover to DR Site Login into Application Verify services Test data traffic & communication with DB
E	Printer for Department ppp Scanner Validation after Failover to DR Site Login into Application Verify services Test data traffic & communication with DB Validation after Failback from DR
E	Printer for Department ppp Scanner Validation after Failover to DR Site Login into Application Verify services Test data traffic & communication with DB Validation after Failback from DR Login into Application
00 E000 E00	Printer for Department ppp Scanner Validation after Failover to DR Site Login into Application Verify services Test data traffic & communication with DB Validation after Failback from DR Login into Application Verify services
00 E000 E00	Printer for Department ppp Scanner Validation after Failover to DR Site Login into Application Verify services Test data traffic & communication with DB Validation after Failback from DR Login into Application

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Trapeze MDT Server SUPPORT PROFILE

Appendix I

Definitions

1. RPO

The Recovery Point Objective (RPO) is the point in time to which you must recover data as defined by SLAs with your customers. This is generally a definition of what is an "acceptable loss" in a disaster situation.

RPO's don't exist at this time.

2. RTO

The Recovery Time Objective (RTO) is the duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity.

RTO's don't exist at this time.

eMail:

@wmata.com

"Moving Small Businesses in the Right Direction"

From

Sent: Wednesday February 27, 2013 2:57 PM

To

Subject: FW: CQ12169/KAM, OCC - Small Business Signed Agreement

From:

@mvtransit.com]

Sent: Wednesday, February 27, 2013 2:12 PM

To:

Cc:

Subject: RE: CQ12169/KAM, OCC - Small Business Signed Agreement

Good Afternoon

Please see revised 10 year totals for all three of our certified SBLPP contractors. I have also removed the optional notation for SL King. I will continue to answer each of your emails individually. MV's 10 year bid price is \$152,093,475. Our SBLPP participation % is 2.23%.

Opportunity	Company	Contract Amount	Percentage
Quality Assurance & Eligibility Staff	Diamond Transportation	10 yr estimate \$3,220,872	2.11%
Uniforms	Hanover Uniform	10 yr estimate \$186,560	0.12%
Training Customer Service/ADA	Simon & Simon	10 yr estimate \$37,500	0.0025%
Total			2.23%

Let me know if you have any additional questions.

Regards,

Sr. Vice President Business Development

Phone: Fax

Cel

@mvtransit.com

www.mvtransit.com

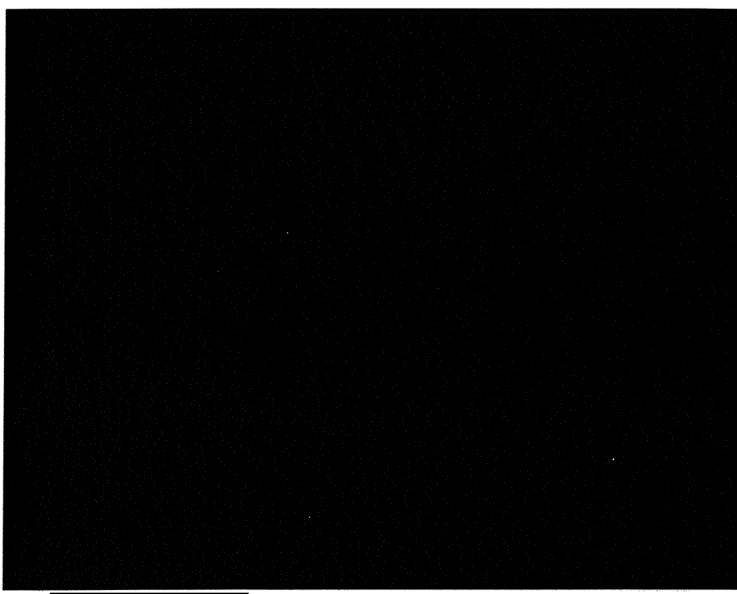


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WELL COLUMN TO THE THE TEXT SECTION OF A STREET OF SECTION AS A STREET COMMENT ASSAULT CONTRACTOR SECTION ASSAULT.	Participal provides and the contract of the co
From:	@wmata.com]
Sent: Tuesday, February 26, 2013 1:23 PM	1
To:	
Subject: FW: CQ12169/KAM, OCC - Small	Business Signed Agreement
Good Afternoon	
Please see the required information from updates accordingly by COB today.	regarding your Small Business Signed Agreement and provide the
There will be more e-mails to follow for each	ch of the small business, please provide the information requested for each.

Thank you



From: Sent: Monday, February 25, 2013 1:23 AM @mytransit.com]

To
Cc:
Subject: RE: CQ12169/KAM, OCC - Small Business Signed Agreement

Good Evening

Pursuant to your request for the dollar amounts showing that MV meets the 2% SBLPP goal, please see below revised information based on our BAFO:

Opportunity	Company	Contract Amount	Percentage
Quality Assurance & Eligibility Staff	Diamond Transportation	5 yr estimate \$1,515,972	2.11%
Uniforms	Hanover Uniform	5 yr estimate \$90,000	0.13%
Training Customer Service/ADA	Simon & Simon	5 yr estimate \$37,500	0.05%
COGNOS BI	SL King	Option	Option

Let me know if you have any additional questions.

I will send you the insurance certificate on Monday morning.

Regards,

Sr. Vice President Business Development

Phone:

Fax:

Celi

Email: @mvtransit.com

www.mvtransit.com



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From:

Sent: Friday, February 22, 2013 4:53 PM

To

Cc

Subject: RE: CQ12169/KAM, OCC - Small Business Signed Agreement

Good Evening

Pursuant to our conversation a bit ago I will re-send the contracts we have with our SBLPP firms for the OCC that I sent to you on 1/22. There will be a total of 3 emails coming after this one (just SBLPP contracts). In addition, I will send the new insurance certificate on Monday morning.

Please let me know if you do not receive the three emails.

Regards,

Sr. Vice President Rusin

Sr. Vice President Business Development

Phone: Fax:

Cell:

Email: @mvtransit.com

www.mvtransit.com



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From: @wmata.com]

Sent: Friday, February 22, 2013 3:41 PM

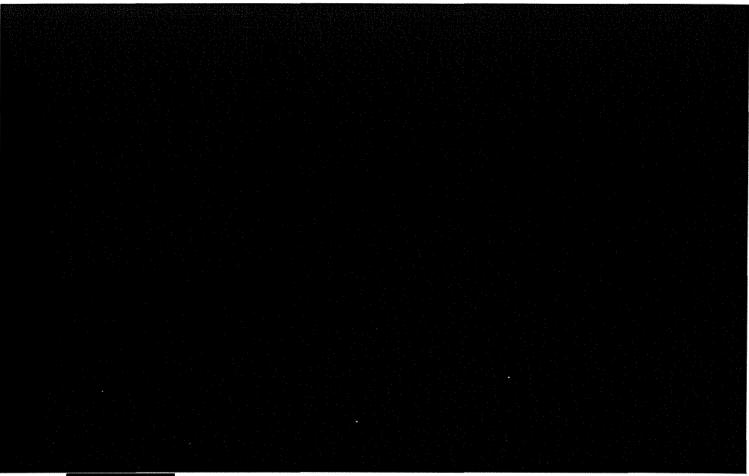
To:

Cc:

Subject: CQ12169/KAM, OCC - Small Business Signed Agreement

WMATA requested you submit a signed agreement between you and the companies you will be using to fulfill the 2% Small Business requirement in the RFP. Please provide the signed agreement along with the dollar amounts showing you meet the 2% for each company by 12 Noon, Monday, February 25th.

Thank you



From:

Sent: Wednesday, February 27, 2013 2:58 PM

To:

Subject: FW: RFP CQ12169/KAM

From: <u>@mvtransit.com</u>]

Sent: Wednesday, February 27, 2013 2:20 PM

To:

Cc:

Subject: RE: RFP CQ12169/KAM

Good Afternoon

This is the last email from me addressing each of your emails.

Please see updated LOI/Service Agreement for Diamond Transportation. Additionally, MV reviewed the RFP with Diamond and they determined appropriate hourly rates for each position description as well as determined their costs for payroll based expenses, including benefits, insurance, etc. All wages and benefit contributions exceed minimums established by the WMATA living wage ordinance.

Let me know if you have any questions.

Regards,

Sr. Vice President Business Development

Phone: Fax:

Cell:

Email: @mvtransit.com

www.mvtransit.com



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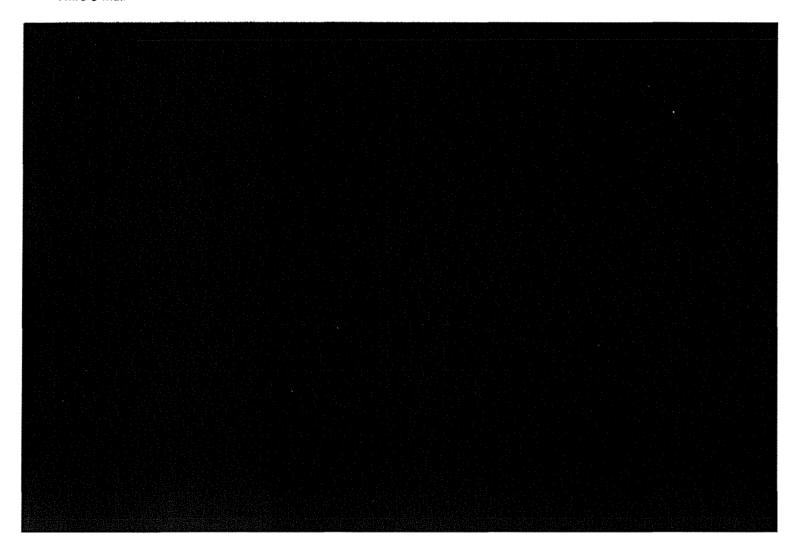
From: @wmata.com]

Sent: Tuesday, February 26, 2013 2:25 PM

To:

Subject: FW: RFP CQ12169/KAM

Third e-mail



eMail:

@wmata.com

"Moving Small Businesses in the Right Direction"

From:

Sent: Monday, February 25, 2013 11:30 AM

To:

Subject: FW: RFP CQ12169/KAM

Second e-mail.

From: @mvtransit.com]

Sent: Friday, February 22, 2013 7:55 PM

To:

Cc:

Subject: FW: RFP CQ12169/KAM

Please see attached.

From:

Sent: Tuesday, January 22, 2013 2:34 PM

To:

@wmata.com

Cc:

@wmata.com);

Subject: RE: RFP CQ12169/KAM

Please see MV's contract with Diamond (SBLPP). This is our last email.

Regards,

From:

Sent: Tuesday, January 22, 2013 2:31 PM

To: @wmata.com

@wmata.com);

Subject: RE: RFP CQ12169/KAM

Please see MV's contract with Simon & Simon (SBLPP).

Regards,

Sr. Vice President Business Development

Phone:

Fax

Cell

Email @mvtransit.com

www.mvtransit.com



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From

Sent: Tuesday, January 22, 2013 2:30 PM

To: @wmata.com

@wmata.com); Kevin Klika

Subject: RE: RFP CQ12169/KAM

Please see MV's contract with Hanover Uniforms (SBLPP).

Regards,

Sr. Vice President Business Development

Phone

Fax:

Cell:

Email @mvtransit.com

www.mvtransit.com



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From

Sent: Tuesday, January 22, 2013 2:21 PM

To: @wmata.com

Cc: @wmata.com);

Subject: RFP CQ12169/KAM

Good Afternoon

I am sending this on behalf of the property of

send over the SBLPP contracts under separate emails due to size of the scans. Please confirm that you have received this email. Thank you for your ongoing consideration of MV Transportation, Inc. We look forward to working with you throughout the remainder of this procurement.

Let or myself know if you have any questions.

Regards,

Sr. Vice President Business Development





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From:

@mvtransit.com]

Sent:

Wednesday, February 27, 2013 2:20 PM

To: Cc:

Subject: RE: RFP CQ12169/KAM

Attachments:

DC, WMATA (Diamond Transportation - LOI).pdf

Good Afternoon

This is the last email from me addressing each of your emails.

Please see updated LOI/Service Agreement for Diamond Transportation. Additionally, MV reviewed the RFP with Diamond and they determined appropriate hourly rates for each position description as well as determined their costs for payroll based expenses, including benefits, insurance, etc. All wages and benefit contributions exceed minimums established by the WMATA living wage ordinance.

Let me know if you have any questions.

Regards,

Sr. Vice President Business Development

Phone: Fax:

Cell

Email:

@mvtransit.com

www.mvtransit.com



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From

@wmata.com]

Sent: Tuesday, February 26, 2013 2:25 PM

To:

Subject: FW: RFP CQ12169/KAM

Third e-mail

From:

Sent: Tuesday, February 26, 2013 10:11 AM

To:

Subject: RE: RFP CQ12169/KAM

KM: After a review of the forwarded document. MV Transit does not indicate that this is a "Letter of Intent". It indicates that this is a "Service Agreement". Even though this document has been signed by both parties and Diamond Transportation is a currently approved and listed in the SBLPP. In the Service Agreement there is no reference to the length of time for the contract, the 5 year initial contract operations, the 5 year option nor the total amount of the contract. However, the submitted table indicates that the amount of \$90,000 or .13% is to be received by Diamond Transportation. How did they derive to this conclusion? Additionally, on page 6 of the "Service Agreement" Item # 13 Consideration... ... \$16.00 per hour for every hour actually worked by contractor's employee"....... According to WMATA's terms and conditions all "Letters of Intent" are to be signed and submitted with the proposal reflecting the designated amount for subcontracting opportunities and meeting the over 2% SBLPP goal. These documents must be submitted before I can formulate an opinion. Also on page 7 of the Service Agreement Item #17..

SBLPP/MBE/DBE/WBE, WMATA's name should be included under this section. WMATA does not have a reciprocity agreement with the District of Columbia, State of Maryland or the Commonwealth of Virginia in our SBLPP.

I await MV Transit's submission.

Coordinator, Small Business & Local Preference Program Office of Procurement & Materials Department of Financial Services Washington Metropolitan Area Transit Authority 600 - Fifth Street, NW, Room 3B-14 Washington, DC 20001 Telephone: Fax:

eMail: @wmata.com

"Moving Small Businesses in the Right Direction"

From:

Sent: Monday, February 25, 2013 11:30 AM

To:

Subject: FW: RFP CQ12169/KAM

Second e-mail.

From: @mvtransit.com]

Sent: Friday, February 22, 2013 7:55 PM

To:

Cc:

Subject: FW: RFP CQ12169/KAM

Please see attached.

From: Sent: Tuesday, January 22, 2013 2:34 PM

To: @wmata.com

Cc: <u>smattis@wmata.com</u>);

Subject: RE: RFP CQ12169/KAM

Regards,

From:

Sent: Tuesday, January 22, 2013 2:31 PM

To: @wmata.com

Cc: @wmata.com);

Subject: RE: RFP CQ12169/KAM

Please see MV's contract with Simon & Simon (SBLPP).

Regards,

Sr. Vice President Business Development

Phone:

Fax:

Cell:

Email @mytransit.com

www.mvtransit.com



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From:

Sent: Tuesday, January 22, 2013 2:30 PM

To

@wmata.com

Cc: (smattis@wmata.com);

Subject: RE: RFP CQ12169/KAM

Please see MV's contract with Hanover Uniforms (SBLPP).

Regards,

Sr. Vice President Business Development

Phone:

Fax:

Cell





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Sent: Tuesday, January 22, 2013 2:21 PM To: Dwmata.com Cc: Dwmata.com); Kevin Klika Subject: RFP CQ12169/KAM
Good Afternoon
I am sending this on behalf of MV President/Chief Operating Officer. Please see MV's attached clarification response document (PDF file), associated pricing (excel file) and SBLPP contracts. I will send over the SBLPP contracts under separate emails due to size of the scans. Please confirm that you have received this email. Thank you for your ongoing consideration of MV Transportation, Inc. We look forward to working with you throughout the remainder of this procurement. Let working with you have any questions.
Regards,
Sr. vice President Business Development Phone: Fax: Cell: Email: @mvtransit.com



www.mvtransit.com

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AMENDMENT TO SERVICES AGREEMENT "Letter of Intent"

This Amendment to the Agreement, is made and entered into as of February 26, 2013 for reference purposes, by and between MV Transportation, Inc., hereinafter referred to as "MV" and Diamond Transportation, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, MV has submitted a proposal to WMATA in response to RFP No. CQ121169/KAM (the "RFP") for award of a contract for the provision of MetroAccess services scheduled to start on July 1, 2013;

WHEREAS, CONTRACTOR has represented that it has the necessary expertise, equipment and personnel and is qualified to perform services under the Master Agreement;

WHEREAS, MV and CONTRACTOR entered a Services Agreement that shall become effective in the event MV is awarded the contract under the RFP;

WHEREAS, MV and CONTRACTOR desire to amend the Services Agreement in certain respects;

NOW, THEREFORE, MV and CONTRACTOR do hereby agree as follows:

- 1. Section 2. <u>Term</u> is hereby deleted in its entirety and replaced with the following: This Agreement shall have an initial term for a period of five (5) years commencing on July 1, 2013 and ending on June 30, 2018, unless terminated earlier in accordance with the termination provisions of this Agreement. MV shall have the option to extend the term of this Agreement for one (1) additional period of five (5) years.
- 2. Section 13. <u>Consideration</u> is amended to add the following: Notwithstanding the foregoing, provided the Agreement remains in full force and effect for the initial five (5) year term of the Agreement, MV commits to pay CONTRACTOR the minimum sum of \$1,515,972 over the initial term of the Agreement. Provided the Agreement remains in full force and effect for the five (5) year term option period of the Agreement, MV commits to pay CONTRACTOR the minimum sum of \$1,693,755 over the option period of the Agreement.
- 3. Section 17. <u>SBLPP/MBE/DBE/WBE Status</u> is amended to add that if CONTRACTOR holds SBLPP/WBE, MBE or DBE status, CONTRACTOR agrees to maintain its certification as a SBLPP/WEB/DBE/MBE with WMATA (the Authority), in addition to the District of Columbia, State of Maryland and Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto, through their duly appointed representatives, execute this Amendment to the Agreement.

SIGNATURES ON NEXT PAGE

MV Transportation, Inc.

By:_ Signature:_

Title: Senior Vice President

February 27, 2013 Date:_

Diamond Transportation, Inc.

By:_ Signa President

2-27-2013 Date:__

Title:__

From:

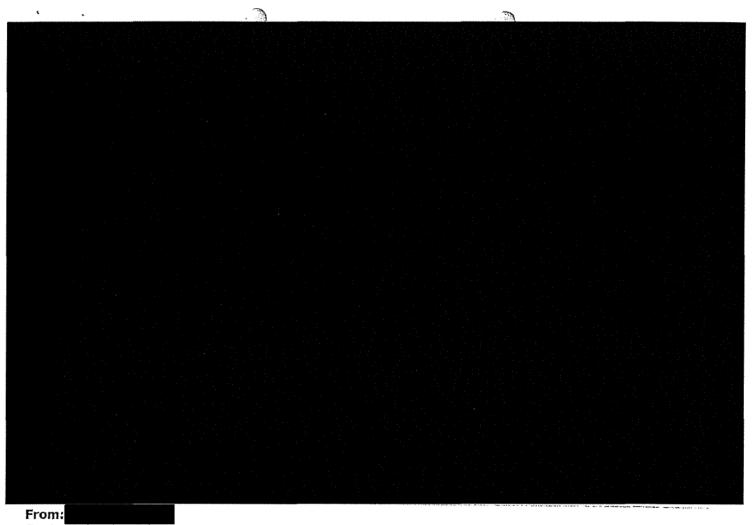
Sent: Wednesday, February 27, 2013 8:51 PM

To:

Subject: Insurance Certificate

After reviewing your Insurance Certificate, our Office of Risk stated you did not provide Property Insurance. Please provide this ASAP.

Thank you.



Sent: Wednesday, February 27, 2013 2:56 PM

To:

Subject: FW: CQ12169/KAM, OCC - Small Business Signed Agreement

Revised Insurance from MV for OCC is attached.

From @mvtranslt.com]

Sent: Wednesday, February 27, 2013 2:12 PM

To:

Subject: RE: CQ12169/KAM, OCC - Small Business Signed Agreement

Good Afternoor

Please see attached insurance certification and supporting documents that address your three items below.

Let me know if you have any additional questions.

Regards,

Sr. Vice <u>President Busin</u>ess Development

Phone



www.mvtransit.com



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From: @wmata.com]

Sent: Tuesday, February 26, 2013 2:28 PM

To:

Cc:

Subject: RE: CQ12169/KAM, OCC - Small Business Signed Agreement

Please provide the information by 4:00 P.M. tomorrow. Also, our Office of Risk needs the following included on your Insurance Certificate and I would like to also obtain these by 4:00 P.M. tomorrow.

- Description of project must be referenced on certificate.
- Additional insured endorsement for commercial general liability and Automobile liability policies must be submitted.

Thank you.

From @mvtransit.com]

Sent: Tuesday, February 26, 2013 3:45 PM

To:

CC

Subject: RE: CQ12169/KAM, OCC - Small Business Signed Agreement

Importance: High

Good Afternoon

I am in receipt of your email. I unfortunately am traveling for the next several hours. Can you please allow MV until COB tomorrow to provide requested responses as I am unavailable due to travel commitments to get these completed before COB today? In addition, after initial review of your requests it appears that we will need to make changes to the contracts, present them again to each SBLPP, have them review and then sign each letter of intent before I can resubmit to WMATA. This process will take some time to complete. I am hopeful that you will allow an extension to COB tomorrow.

Please advise.

Regards,

Sr. Vice President Business Development

Phone: Fax:

Cell:

Email: @mvtransit.com

www.mvtransit.com



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From: @wmata.com]

Sent: Tuesday, February 26, 2013 1:23 PM

To:

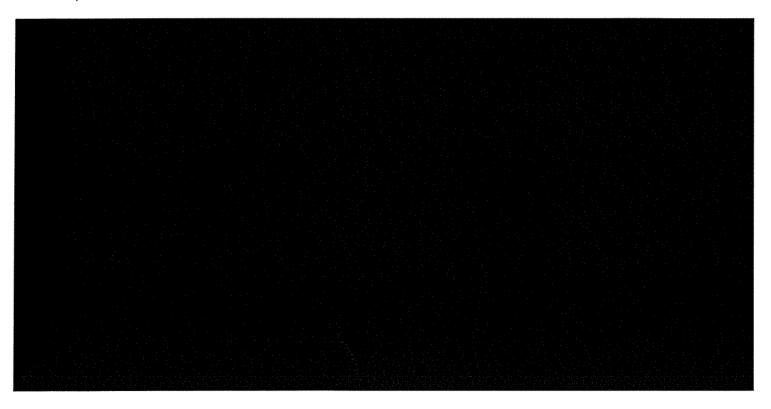
Subject: FW: CQ12169/KAM, OCC - Small Business Signed Agreement

Good Afternoon

Please see the required information from regarding your Small Business Signed Agreement and provide the updates accordingly by COB today.

There will be more e-mails to follow for each of the small business, please provide the information requested for each.

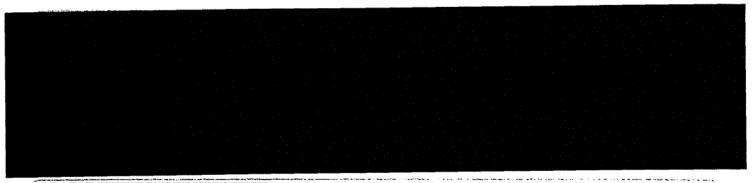
Thank you



Telephone: 202-962-2475; Fax: 202-962-2038

eMail: @wmata.com

"Moving Small Businesses in the Right Direction"



From @mvtransit.com]

Sent: Monday, February 25, 2013 1:23 AM

To Cc

Subject: RE: CQ12169/KAM, OCC - Small Business Signed Agreement

Good Evening

Pursuant to your request for the dollar amounts showing that MV meets the 2% SBLPP goal, please see below revised information based on our BAFO:

Opportunity	Company	Contract Amount	Percentage
Quality Assurance & Eligibility Staff	Diamond Transportation	5 yr estimate \$1,515,972	2.11%
Uniforms	Hanover Uniform	5 yr estimate \$90,000	0.13%
Training Customer Service/ADA	Simon & Simon	5 yr estimate \$37,500	0.05%
COGNOS BI	SL King	Option	Option

Let me know if you have any additional questions.

I will send you the insurance certificate on Monday morning.

Regards,

Sr. Vice President Business Development

Phone: Fax: Cell:

Email: Dmvtransit.com

www.mvtransit.com



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From:

Sent: Friday, February 22, 2013 4:53 PM

To:

Cc:

Subject: RE: CQ12169/KAM, OCC - Small Business Signed Agreement

Good Evening

Pursuant to our conversation a bit ago I will re-send the contracts we have with our SBLPP firms for the OCC that I sent to you on 1/22. There will be a total of 3 emails coming after this one (just SBLPP contracts). In addition, I will send the new insurance certificate on Monday morning.

Please let me know if you do not receive the three emails.

Regards,

Sr. Vice President Business Development
Phone
Fax
Cell
Email: @mvtransit.com

www.mvtransit.com



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From: @wmata.com]

Sent: Friday, February 22, 2013 3:41 PM

To:

Cc:

Subject: CQ12169/KAM, OCC - Small Business Signed Agreement

WMATA requested you submit a signed agreement between you and the companies you will be using to fulfill the 2% Small Business requirement in the RFP. Please provide the signed agreement along with the dollar amounts showing you meet the 2% for each company by 12 Noon, Monday, February 25th.

Thank you

Sr. Vice President Business Development
Phone:
Fax
Cell
Email
@mvtransit.com

www.mvtransit.com



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From

Sent: Tuesday, January 22, 2013 2:21 PM

To

Cc: Dwmata.com);

Subject: RFP CQ12169/KAM

Good Afternoon

I am sending this on behalf of MV President/Chief Operating Officer. Please see MV's attached clarification response document (PDF file), associated pricing (excel file) and SBLPP contracts. I will send over the SBLPP contracts under separate emails due to size of the scans. Please confirm that you have received this email. Thank you for your ongoing consideration of MV Transportation, Inc. We look forward to working with you throughout the remainder of this procurement.

Let or myself know if you have any questions.

Regards,

Sr. Vice President Business Development

Phone:

Email: @mvtransit.com

www.mvtransit.com



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AMENDMENT TO UNIFORM SERVICES AGREEMENT "Letter of Intent"

This Amendment to the Agreement, is made and entered into as of February 26, 2013 for reference purposes, by and between MV Transportation, Inc., hereinafter referred to as "MV" and Hanover Uniform Company, hereinafter referred to as "CONTRACTOR".

WHEREAS, MV has submitted a proposal to WMATA in response to RFP No. CQ121169/KAM (the "RFP") for award of a contract for the provision of MetroAccess services scheduled to start on July 1, 2013;

WHEREAS, CONTRACTOR has represented that it has the necessary expertise, equipment and personnel and is qualified to perform services under the Master Agreement;

WHEREAS, MV and CONTRACTOR entered a Services Agreement that shall become effective in the event MV is awarded the contract under the RFP;

WHEREAS, MV and CONTRACTOR desire to amend the Services Agreement in certain respects;

NOW, THEREFORE, MV and CONTRACTOR do hereby agree as follows:

- 1. Section 2. <u>Term</u> is hereby deleted in its entirety and replaced with the following: This Agreement shall have an initial term for a period of five (5) years commencing on July 1, 2013 and ending on June 30, 2018, unless terminated earlier in accordance with the termination provisions of this Agreement. MV shall have the option to extend the term of this Agreement for one (1) additional period of five (5) years.
- 2. Section 13. Consideration is deleted in its entirety and replaced with the following: Upon the AUTHORITY awarding the contract to MV, MV and CONTRACTOR shall negotiate the pricing/rates for this Agreement, and amend this Agreement accordingly. Notwithstanding the foregoing, provided the Agreement remains in full force and effect for the full ten (10) year term of the Agreement, MV commits to pay CONTRACTOR the minimum sum of \$186,560.00 over the full term of the Agreement (\$98,656.00 for the initial term and \$87,904.00 for the option term).
- 3. Section 17. <u>SBLPP/MBE/DBE/WBE Status</u> is amended to add that if CONTRACTOR holds SBLPP/WBE, MBE or DBE status, CONTRACTOR agrees to maintain its certification as a SBLPP/WEB/DBE/MBE with WMATA (the Authority), in addition to the District of Columbia, State of Maryland and Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto, through their duly appointed representatives, execute this Amendment to the Agreement.

SIGNATURES ON NEXT PAGE

MV Transportation Inc

By:______

Signar

Title: Senior Vice President

Date: February 27, 2013

Hanover Uniform Company

By:_
Signa
Title: QA 18 S

Date: 2/27/13

From:

@mvtransit.com]

Sent:

Monday, February 25, 2013 T:23 AM

To: Cc:

Subject:

RE: CQ12169/KAM, OCC - Small Business Signed Agreement

Good Evening

Pursuant to your request for the dollar amounts showing that MV meets the 2% SBLPP goal, please see below revised information based on our BAFO:

Opportunity	Company	Contract Amount	Percentage
Quality Assurance & Eligibility Staff	Diamond Transportation	5 yr estimate \$1,515,972	2.11%
Uniforms	Hanover Uniform	5 yr estimate \$90,000	0.13%
Training Customer Service/ADA	Simon & Simon	5 yr estimate \$37,500	0.05%
COGNOS BI	SL King	Option	Option

Let me know if you have any additional questions.

I will send you the insurance certificate on Monday morning.

Regards,

Sr. Vice President Business Development

Phone
Fax:
Cell:

@mvtransit.com

www.mvtransit.com



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From

Sent: Friday, February 22, 2013 4:53 PM

То

Cc

Subject: RE: CQ12169/KAM, OCC - Small Business Signed Agreement

Good Evening

Pursuant to our conversation a bit ago I will re-send the contracts we have with our SBLPP firms for the OCC that I sent to you on 1/22. There will be a total of 3 emails coming after this one (just SBLPP contracts). In addition, I will send the new insurance certificate on Monday morning.

Please let me know if you do not receive the three emails.

Regards,

Sr. Vice President Business Development

Phone Fax: Cell:

@mvtransit.com

www.mvtransit.com



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From n@wmata.com]

Sent: Friday, February 22, 2013 3:41 PM

To Co

Subject: CQ12169/KAM, OCC - Small Business Signed Agreement

WMATA requested you submit a signed agreement between you and the companies you will be using to fulfill the 2% Small Business requirement in the RFP. Please provide the signed agreement along with the dollar amounts showing you meet the 2% for each company by 12 Noon, Monday, February 25th.

Thank you

From:

@mvtransit.com]

Sent:

<u> Friday February 22, 2013 7:54 PM</u>

To:

Cc: Subject:

FW: RFP CQ12169/KAM

MV SBLPP Contract- Hanover1.pdf Attachments:

Please see attached.

From:

Sent: Tuesday, January 22, 2013 2:30 PM

@wmata.com

Cc: @wmata.com);

Subject: RE: RFP CQ12169/KAM

Please see MV's contract with Hanover Uniforms (SBLPP).

Regards,

Sr. Vice President Business Development

Phone

Fax

Cell

Email: @mvtransit.com

www.mvtransit.com



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From:

Sent: Tuesday, January 22, 2013 2:21 PM

@wmata.com To:

Cd @wmata.com);

Subject: RFP CQ12169/KAM

Good Afternoon

I am sending this on behalf of MV President/Chief Operating Officer. Please see MV's attached clarification response document (PDF file), associated pricing (excel file) and SBLPP contracts. I will send over the SBLPP contracts under separate emails due to size of the scans. Please confirm that you have received this email. Thank you for your ongoing consideration of MV Transportation, Inc. We look forward to working with you throughout the remainder of this procurement.

Let or myself know if you have any questions.

Regards,

Sr. Vice President Business Development

Phone: Fax: Cell

Email: <u>mvtransit.com</u>

www.mvtransit.com



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UNIFORM SERVICES AGREEMENT

This Agreement for provision of employee staffing services, is made and entered into as of January 18, 2013 for reference purposes, by and between MV Transportation, Inc., hereinafter referred to as "MV" and Hanover Uniform Company, hereinafter referred to as "CONTRACTOR".

WHEREAS, MV has submitted a proposal to WMATA in response to RFP No.

CQ121169/KAM (the "RFP") for award of a contract for the provision of MetroAccess services scheduled to start on June 1, 2013;

WHEREAS, CONTRACTOR has represented that it has the necessary expertise, equipment and personnel and is qualified to perform services under the Master Agreement;

NOW, THEREFORE, in the event MV is awarded the contract under the RFP, MV and CONTRACTOR do hereby agree as follows:

1. Complete Agreement: This Agreement is subject to and CONTRACTOR is expected to comply with all terms, conditions, and obligations of the Master Agreement between MV and the Authority. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force and effect, and that this Agreement may be modified, altered, or amended only be a written amendment duly exercised by both parties hereto or their authorized representatives.

Term: This Agreement shall have a term corresponding to the term of contract of the Master
 Agreement, unless terminated earlier in accordance with the termination provisions of this
 Agreement.

- 3. <u>Definitions</u>: Definitions of the Master Agreement shall be used to define words and terms in this Agreement unless otherwise defined in this Agreement.
- 4. Performance of Work: MV hereby engages the CONTRACTOR and the CONTRACTOR agrees to perform the Services described in this Agreement and the Master Agreement. CONTRACTOR is not guaranteed a minimum amount of work. To the extent that CONTRACTOR performs work under this Agreement, on an as needed basis as requested by MV, CONTRACTOR agrees to meet all of the terms, conditions, obligations and specifications required of MV in this Agreement and the Master Agreement, without limitation or exception, unless otherwise modified in this Agreement. MV may perform any work under this Agreement itself or may contract with multiple contractors to provide the Services and may during the term of this Agreement, shift work from one contractor to another.

4.1. CONTRACTOR shall provide the Services described herein and the Master Agreement in a competent and professional manner satisfactory to MV and the Authority. CONTRACTOR shall fully and promptly cooperate with MV in all aspects of the Services. At the request of the Authority or MV the CONTRACTOR shall promptly remove from services under this Agreement any of CONTRACTOR's employees. CONTRACTOR agrees that such removal of any of its employees does not require the termination or demotion of any employee by the CONTRACTOR from CONTRACTOR's employ.

- 4.2. CONTRACTOR agrees to defend, hold harmless, and indemnify MV and the Authority and CONTRACTOR shall be solely liable and responsible for any and all claims, suits, actions, damages, and costs (including attorney's fees and court costs) made against MV or the Authority, occurring on account of, arising from or in connection with the removal and replacement of any of CONTRACTOR's personnel performing services under this Agreement at the behest of MV or the Authority, including, but not limited to, as a result of termination of this Agreement for any reason. Removal and replacement of any of CONTRACTOR's personnel in accordance with Section 4.1 above and herein shall not require the termination or demotion of such CONTRACTOR's personnel from CONTRACTOR's employ.
- 4.3. CONTRACTOR agrees that at all times it will employ, maintain, and assign to the performance of services under this Agreement a sufficient number of competent and qualified personnel to meet the requirements of this Agreement and the Master Agreement. CONTRACTOR warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, character, and licenses as necessary to perform services under this Agreement.
- 4.4. Complaints against CONTRACTOR and CONTRACTOR's employees will be taken to the Authority. MV or the Authority may request removal of drivers or other CONTRACTOR employees in the event the employee is determined by MV or the Authority of not assisting Customers in an efficient, knowledgeable, professional, and/or courteous manner. Further, MV may request removal of any driver determined by MV to be unproductive, ineffective, or consistently failing to meet on-time performance goals. Removal of any of CONTRACTOR's employees in accordance with Section 4.4 does not require the termination or demotion of such employee from CONTRACTOR's employ.
- 4.5. Compliance with Law. The CONTRACTOR shall comply with all local, state and federal laws and regulations and guidance applicable to this Agreement and applicable to the services provided under this Agreement. This includes but is not limited to those laws regarding employer's liability, worker's compensation, unemployment insurance, and other forms of social security, and also with respect to withholding of income tax, and state disability insurance.
- 5. Scope of Work: CONTRACTOR shall provide uniform sales/services to MV on an as-needed basis.
- 6. Contract Work Hours and Safety Standards.
- a. Overtime Requirements: CONTRACTOR may not require or involve the employment of laborers or mechanics nor permit any such laborer or mechanic in any work week in which he or she

is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one-half the basic rate of pay for all hours worked in excess of forty hours in such work week.

b. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph (a) of this section, CONTRACTOR shall be liable for the unpaid wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of paragraph (a), in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of overtime wages required by paragraph (a).

c. Withholding of Unpaid Wages and Liquidated Damages. The Authority may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the CONTRACTOR under this Agreement, such sums as may be determined necessary to satisfy any liabilities of the CONTRACTOR for unpaid wages and liquidated damages as provided in paragraph (b) of this Section.

7. Communications with Third Parties. CONTRACTOR shall communicate solely with MV to resolve any and all complaints and concerns regarding this Agreement. To the maximum extent possible, CONTRACTOR shall not communicate, in any manner, with any person regarding or relating to MV this Agreement, or the Agreements, without the express written approval of MV. The term "person" as used in this letter agreement shall be broadly interpreted to include the Authority, print, television, radio, or electronic media, or any agency or entity with whom MV contracts for the provision of transportation services, or seeks to contract with for the provision of transportation services, and any corporation, partnership, group, individual or other entity.

- 8. <u>Dispute Resolution</u>. In the event of a disagreement as to the interpretation of this Agreement, or dispute regarding performance or action under this Agreement, the Parties shall first attempt to resolve the disagreement or dispute internally. In the event the Parties are unable to resolve the disagreement or dispute internally, it is mutually agreed that such dispute shall be submitted to mediation before a Mediator mutually agreed upon by the Parties. In the event Mediation is unsuccessful in resolving the disagreement or dispute, the Parties shall submit the matter to final and binding arbitration in accordance with the Federal Arbitration Act and before a mutually-agreeable Arbitrator from the American Arbitration Association (AAA) Commercial Dispute Resolution panel. Notwithstanding the foregoing, nothing in this Section 8 prohibits or limits any of MV's rights or remedies available under this Agreement.
- Change Orders and Amendments. Changes to this Agreement shall be made only upon execution
 of a written amendment to this Agreement. No verbal commitments or oral agreements of any kind
 shall be recognized as valid.
- 40 10. RESERVED

- 41 11. Meetings: CONTRACTOR shall meet with MV on a regular basis, and as reasonably requested by MV.
- 43 12. Termination:
- 12.1. <u>Termination For Convenience</u>. This Agreement may be terminated for convenience by MV upon written notice to CONTRACTOR if any of the following events occur: (i) the

Master Agreement is terminated or reduced by 10% or more for any reason; or (ii) MV is directed to terminate this Agreement by the Authority; or (iii) MV finds it is in its best interests to terminate this Agreement for any reason. Any such termination shall be effected by delivery by MV to the CONTRACTOR a Notice of Termination specifying that work under the Agreement is terminated and the date upon which the termination becomes effective. After CONTRACTOR's receipt of a Notice of Termination and, except as MV otherwise directs, CONTRACTOR shall incur no further obligations in connection with the terminated work and, on the date set in the Notice of Termination, the CONTRACTOR will stop work. In the event of termination for convenience, CONTRACTOR shall be entitled to receive payment for services provided in accordance with the terms of this Agreement prior to termination, but shall not be entitled to any other costs.

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- 12.2 <u>Termination For CONTRACTOR's Default</u>. In addition to the right of MV to terminate this Agreement for convenience as provided in Section 12.1 above, MV may, by written Notice of Default to the CONTRACTOR, terminate the whole or any part of this Agreement in the event of a "Default" of CONTRACTOR which is not cured under the provisions of this paragraph. A "Default" shall mean any of the following:
 - 12.2.1 The failure of CONTRACTOR to perform any of its obligations under this Agreement;
 - 12.2.2 The failure of CONTRACTOR to perform up to the standards that CONTRACTOR is required to meet under the Master Agreement, or the policies and standards of MV or the Authority, or;
 - 12.2.3 The performance of CONTRACTOR under this Agreement in a manner that results in repeated instances of documented criticism of CONTRACTOR by Authority, or
 - 12.2.4 Any incident of CONTRACTOR or CONTRACTOR's employees falsifying data or reports
 - 12.2.4 The CONTRACTOR fails at any time to procure and maintain the required levels of insurance hereunder.
 - 12.2.5 Notwithstanding anything to the contrary herein, it is understood and agreed that in the event of failure by CONTRACTOR to perform services required by this Agreement, in addition to all other remedies, penalties and damages provided herein or by law, MV may also deduct from amounts owed to CONTRACTOR for service performed, and withhold from payment to CONTRACTOR the amount of any cost or expense resulting from CONTRACTOR's default, or necessary to protect MV from any potential claims, costs, and expense that could arise or result from CONTRACTOR's default.
 - 12.2.6. In the event of any of the foregoing defaults, MV shall send written notice to CONTRACTOR setting forth the manner in which the CONTRACTOR is in default and stating that this Agreement will be terminated unless the Default is cured within ten (10) days (or such longer period as MV may authorize in writing) after receipt of notice from MV specifying such failure. Notwithstanding the foregoing, if at any time CONTRACTOR fails to procure and maintain insurance as required by this Agreement and the Master Agreement, or the default involves a matter of public safety, MV

may terminate this Agreement immediately without a cure period and withhold from payment all amounts reasonably determined by MV to cover any actual or anticipated claims, demands, causes of action, or judgments.

- 12.3 <u>Rights on Termination</u>. If this contract is terminated, CONTRACTOR shall be paid for work successfully completed prior to termination but shall be entitled to no other costs.
- 12.4 Return of Property. In the event this Agreement expires or is terminated for any reason, all pertinent data prepared for the project, and any property of MV or the Authority, shall immediately be made available and returned to MV at a location of and time as directed by MV.
- 12.5 Payment on Default. Notwithstanding any other provision of this Agreement, in the event MV declares a default against CONTRACTOR during the term of this Agreement, MV may withhold any and all payments due CONTRACTOR directly attributable to the default until such time as MV or a court of competent jurisdiction determines the amount of damages caused by the default of CONTRACTOR.
- 13. Consideration. Upon the AUTHORITY awarding the contract to MV, MV and CONTRACTOR shall negotiate the pricing/rates for this Agreement, and amend this Agreement accordingly.
- 14. Invoices and Payment. MV shall pay CONTRACTOR in arrears after the service has been provided. CONTRACTOR will submit an invoice for services performed on a monthly basis. Each invoice will identify the specific services that were performed and the date(s) of performance of the service. MV shall pay CONTRACTOR within ten (10) days of MV's receipt of payment from Authority. MV may withhold any amounts from payment it disputes or not supported by operations report documentation, but shall release all undisputed amounts. All payments may be subject to further audit and adjustment by the Authority. In the event the Authority determines that MV is entitled to receive more or less payment for the work provided by CONTRACTOR, then such adjustment in increased or decreased payment shall be made to or deducted from future payments to CONTRACTOR. CONTRACTOR acknowledges and understands that MV will withhold from CONTRACTOR's payment any amounts assessed against MV in penalties or liquidated damages for CONTRACTOR's errors or omissions, failing to perform, or failing to meet the Authority's performance standards.
 - For purposes of this Agreement, an invoice will not be due and payable if:
 - The amount invoiced is incorrect or inconsistent with the Agreement
- The invoice or performance under this Agreement is in dispute, or the CONTRACTOR
 has failed to comply with the terms of this Agreement or Master Agreement
 - · The services have not been accepted

- The services do not meet the quality requirements of the Agreement
- 15. Taxes and Licenses: CONTRACTOR shall be responsible for the payment of all taxes, of every kind, which result from CONTRACTOR's performance under this Agreement. CONTRACTOR warrants that it has or shall obtain all licenses required to provide the services herein. In the event that any required license is not obtained, suspended, revoked or terminated during the term of this Agreement, CONTRACTOR shall notify MV immediately in writing of the situation and MV may then suspend CONTRACTOR's services and payment under this Agreement or terminate this Agreement..

16. <u>Assignment and Subcontracting</u>: The CONTRACTOR shall not subcontract any portion of this Agreement without prior written consent of MV.

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- 17. SBLPP/MBE/DBE/WBE Status. If CONTRACTOR holds SBLPP/WBE, MBE or DBE status, CONTRACTOR agrees to maintain its certification as a SBLPP/WEB/DBE/MBE with the District of Columbia, State of Maryland and Commonwealth of Virginia.. In the event this certification or any other licenses required of the CONTRACTOR are suspended or revoked, CONTRACTOR shall notify MV immediately and remedy the situation, if possible, as soon as possible. MV reserves the right to withhold payment from invoices and/or terminate this Agreement if certifications or required licenses are revoked or lapse or expire.
- 18. Performance Standards. The Authority has the right to assess penalties for performance below the defined performance standards in the Master Agreement. CONTRACTOR's payments will be adjusted to compensate MV for any liquidated damages assessed due to CONTRACTOR's failure to meet the performance standards.
 - Indemnification. To the maximum extent permitted by law, CONTRACTOR shall indemnify and hold harmless MV and the Authority, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the services provided by or on behalf of the CONTRACTOR, except for damages resulting from MV's sole negligence or willful misconduct. In addition, the CONTRACTOR shall assume the defense of MV, the Authority, and their officers, officials and employees in all legal or claim proceedings arising, out of, in connection with, or incident to such goods and/or services; shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by MV or the Authority, on account of such litigation or claims, and; shall satisfy any judgment rendered in connection therewith or pay or reimburse MV or the Authority payment of any sums reasonable to settle such litigation or claims. In the event of litigation or arbitration between the parties to enforce the rights under this paragraph, reasonable attorney fees shall be allowed to the prevailing party. This indemnification obligation shall include but is not limited to, all claims against MV or the Authority, by an employee or former employee of the CONTRACTOR or its CONTRACTORs, or by any governmental entity or labor organization on their own behalf or on behalf of any employee or former employee of the CONTRACTOR or its CONTRACTORs, and the CONTRACTOR expressly waives all immunity and limitation on liability under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that MV is compelled to incur attorneys' fees or costs resulting from an administrative investigation by a city, county, state, or federal entity premised on wages and/hours of CONTRACTOR's employees; or MV reasonably believes CONTRACTOR may be in violation of applicable employment or wage and hour laws as a result of MV's audit or investigation; or, caused by the defense or involvement in a lawsuit or litigation by CONTRACTOR's present or past employees; MV shall be entitled to withhold or redact any and all costs associated with responding to, or defending such investigation, litigation, or lawsuit. If a Court or agency issues a finding of fact, or law that MV is a "joint employer" MV shall be entitled to withhold payments to CONTRACTOR, planning for potential liability payments.

No Joint Employer Status: CONTRACTOR agrees and affirms that MV is not a Joint Employer of CONTRACTOR's employees under the Fair Labor Standards Act, or other codified law. CONTRACTOR affirms and represents that MV has no power or authority to hire and fire CONTRACTOR's employees; that MV has no supervision or control of CONTRACTOR's employee work schedules or conditions of employment; that CONTACTOR is the exclusive decision maker of CONTRACTOR's methods and rates of payment to its employees; and, that CONTRACTOR is the sole administrator and keeper of CONTRACTOR's employment records

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- 20. Applicable Law and Forum: Except as hereinafter specifically provided, this Agreement shall be governed by and construed according to the laws of the State of Texas. The CONTRACTOR shall comply with all local, state and federal laws and regulations applicable to this Agreement and applicable in the goods and services provided under this Agreement.
- 14 CONTRACTOR's relationship to MV in performance of this Independent Contractor: 15 Agreement is that of an independent contractor. The personnel performing services under this 16 Agreement shall at all times be under CONTRACTOR's exclusive direction and control and 17 shall be employees of CONTRACTOR and not employees of MV or the Authority. 18 CONTRACTOR shall pay all wages, salaries and other amounts due its employees in 19 connection with this Agreement and shall be responsible for all reports and obligations 20 respecting them, such as social security, income tax withholding, unemployment compensation, 21 workers compensation insurance, and similar matters. CONTRACTOR shall notify its 22 employees by written notice that any and all obligations in connection with their employment 23 are those of the CONTRACTOR and not of MV or the Authority.
- 24 Audit and Records. CONTRACTOR shall allow the authorized representatives of MV, the U.S. 25 Department of Transportation, and the Comptroller General of the United States, the States of 26 Virginia, Maryland, and the District of Columbia the Authority to inspect and audit all data and 27 records of the CONTRACTOR relating to performance under this Agreement, including payroll 28 records. Such audit shall be allowed upon reasonable notice of any aforementioned entity. 29 Further, CONTRACTOR shall maintain all required records for three years after final payment 30 under this Agreement and until all other pending matters are closed. 31 CONTRACTOR shall maintain a separate set of books for all costs and revenues attributable to 32 this Agreement and shall not co-mingle said books or records with any other operation of 33 CONTRACTOR. CONTRACTOR shall provide MV, on an annual basis, a certified copy of its 34 consolidated financial audit performed by an auditing firm authorized to do business in the state 35 of Florida.
- 36 23. Severability: If any portion of this Agreement is ruled by a court of competent jurisdiction to be
 37 invalid, illegal or unenforceable, such portion shall be ineffective to the extent of the invalidity,
 38 illegally or unenforceability without affecting in any way the remaining portions of the
 39 Agreement.
- 40 24. <u>Insurance</u>: CONTRACTOR shall procure and maintain during the life of this Agreement insurance of the types and in the minimum amounts stated in the Master Agreement and this Agreement. Said insurance shall be written by an insurer having a most recent published rating by A.M. Best & Company of "A-VII" or better. Prior to commencing any work under this Agreement, CONTRACTOR shall furnish Certificates of Insurance approved by MV evidencing the maintenance of said insurance. The certificates shall provide that no

material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by the MV. MV and the Authority will be included as an additional insured under these policies.

- a. <u>Workers Compensation</u>: Throughout the term of this Agreement, CONTRACTOR shall maintain a policy of workers compensation insurance. CONTRACTOR shall maintain part I of workers compensation insurance at the Virginia statutory levels. CONTRACTOR shall maintain the Employer's Liability insurance with minimum limits of \$1,000,000 Each Accident; \$1,000,000 Disease Policy Limits; \$1,000,000 Disease Each Employee. MV and the Authority shall be included as Alternate Employers under this policy.
- b. Employment Practices Liability Insurance. Throughout the term of this Agreement, CONTRACTOR shall maintain an Employment Practices Insurance Liability (EPLI) policy at its sole cost and expense with a single claim limit of \$500,000 and an aggregate limit of \$1,000,000 with a deductible of no more than \$25,000. The policy shall include third party liability coverage with MV named as a covered third party.
 - The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance maintained by MV or the Authority shall be excess of and shall not contribute with the insurance provided by the CONTRACTOR. Unless otherwise stated herein, no deductible or self-insured retention is permitted. All policies will contain a waiver of subrogration by which CONTRACTOR agrees to waive all rights against MV and the Authority and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the required insurance polices stated herein.
 - Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to MV by the insurance provided by CONTRACTOR shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnity of the CONTRACTOR) available to MV under the Agreement or otherwise.
 - Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by the Agreement.
- CONTRACTOR shall also carry such other insurance that may be required by law. The foregoing requirements as to the types and minimum limits of insurance to be maintained by CONTRACTOR and any approved of said insurance by MV shall not in any manner limit the liability or obligations otherwise assumed by CONTRACTOR under this Agreement, including but not limited to the indemnification provisions of this Agreement.
- Anything to the contrary notwithstanding the liabilities of the CONTRACTOR under the Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage's.
- If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. MV, at its sole option, may immediately terminate this Agreement and withhold from payment amounts reasonably necessary, in MV's sole discretion, to cover any anticipated or potential claims that may have arisen during the period of lapsed coverage. Alternatively, MV may purchase such required insurance coverage, and without further notice to CONTRACTOR,

MV may, in its sole discretion, deduct from sums due to CONTRACTOR direct costs advanced by MV for such insurance. 3 · IN WITNESS WHEREOF, the parties hereto, through their duly appointed representatives, execute this Agreement. MV Transportation, Inc. Hanover Uniform Company By: Signature:_ Signature Title: SR. Vice President 9

From:

Sent: Tuesday, January 22, 2013 2:30 PM

To: @wmata.com

Cc: Dwmata.com);

Subject: RE: RFP CQ12169/KAM

Please see MV's contract with Hanover Uniforms (SBLPP).

Regards,

Sr. Vice President Business Development

Pho<u>ne:</u>

Fax:

Cell

Email: @mvtransit.com

www.mvtransit.com



We Provide Freedom

This electronic transmission and any attachment(s) may contain confidential information which is for the sole use of the intended recipient. Be aware, any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this message in error, promptly notify the sender by return email and permanently delete this from your computer. Thank you.

From:

Sent: Tuesday, January 22, 2013 2:21 PM

To: @wmata.com

Cc: @wmata.com);

Subject: RFP CQ12169/KAM

Good Afternoon

I am sending this on behalf of MV President/Chief Operating Officer. Please see MV's attached clarification response document (PDF file), associated pricing (excel file) and SBLPP contracts. I will send over the SBLPP contracts under separate emails due to size of the scans. Please confirm that you have received this email. Thank you for your ongoing consideration of MV Transportation, Inc. We look forward to working with you throughout the remainder of this procurement.

Let or myself know if you have any questions.

Regards,

Sr. Vice President Business Development

Phone: Fax:

Cell

@mvtransit.com

www.mvtransit.com



We Provide Freedom*

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EMPLOYEE STAFFING SERVICES AGREEMENT

This Agreement for provision of employee staffing services, is made and entered into as of January 18, 2013 for reference purposes, by and between MV Transportation, Inc., hereinafter referred to as "MV" and Diamond Transportation Services, hereinafter referred to as "CONTRACTOR".

WHEREAS, MV has submitted a proposal to WMATA in response to RFP No.
 CQ121169/KAM (the "RFP") for award of a contract for the provision of MetroAccess services
 scheduled to start on June 1, 2013;

WHEREAS, CONTRACTOR has represented that it has the necessary expertise, equipment and personnel and is qualified to perform services under the Master Agreement;

NOW, THEREFORE, in the event MV is awarded the contract under the RFP, MV and CONTRACTOR do hereby agree as follows:

- 1. Complete Agreement: This Agreement is subject to and CONTRACTOR is expected to comply with all terms, conditions, and obligations of the Master Agreement between MV and the Authority. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force and effect, and that this Agreement may be modified, altered, or amended only be a written amendment duly exercised by both parties hereto or their authorized representatives.
- Term: This Agreement shall have a term corresponding to the term of contract of the Master
 Agreement, unless terminated earlier in accordance with the termination provisions of this
 Agreement.

- Definitions: Definitions of the Master Agreement shall be used to define words and terms in this
 Agreement unless otherwise defined in this Agreement.
- 4. Performance of Work: MV hereby engages the CONTRACTOR and the CONTRACTOR agrees to perform the Services described in this Agreement and the Master Agreement. CONTRACTOR is not guaranteed a minimum amount of work. To the extent that CONTRACTOR performs work under this Agreement, on an as needed basis as requested by MV, CONTRACTOR agrees to meet all of the terms, conditions, obligations and specifications required of MV in this Agreement and the Master Agreement, without limitation or exception, unless otherwise modified in this Agreement. MV may perform any work under this Agreement itself or may contract with multiple contractors to provide the Services and may during the term of this Agreement, shift work from one contractor to another.

4.1. CONTRACTOR shall provide the Services described herein and the Master Agreement in a competent and professional manner satisfactory to MV and the Authority. CONTRACTOR shall fully and promptly cooperate with MV in all aspects of the Services. At the request of the Authority or MV the CONTRACTOR shall promptly remove from services under this Agreement any of CONTRACTOR's employees. CONTRACTOR agrees that such removal of any of its employees does not require the termination or demotion of any employee by the CONTRACTOR from CONTRACTOR's employ.

- 4.2. CONTRACTOR agrees to defend, hold harmless, and indemnify MV and the Authority and CONTRACTOR shall be solely liable and responsible for any and all claims, suits, actions, damages, and costs (including attorney's fees and court costs) made against MV or the Authority, occurring on account of, arising from or in connection with the removal and replacement of any of CONTRACTOR's personnel performing services under this Agreement at the behest of MV or the Authority, including, but not limited to, as a result of termination of this Agreement for any reason. Removal and replacement of any of CONTRACTOR's personnel in accordance with Section 4.1 above and herein shall not require the termination or demotion of such CONTRACTOR's personnel from CONTRACTOR's employ.
- 4.3. CONTRACTOR agrees that at all times it will employ, maintain, and assign to the performance of services under this Agreement a sufficient number of competent and qualified personnel to meet the requirements of this Agreement and the Master Agreement. CONTRACTOR warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, character, and licenses as necessary to perform services under this Agreement.
- 4.4. Complaints against CONTRACTOR and CONTRACTOR's employees will be taken to the Authority. MV or the Authority may request removal of drivers or other CONTRACTOR employees in the event the employee is determined by MV or the Authority of not assisting Customers in an efficient, knowledgeable, professional, and/or courteous manner. Further, MV may request removal of any driver determined by MV to be unproductive, ineffective, or consistently failing to meet on-time performance goals. Removal of any of CONTRACTOR's employees in accordance with Section 4.4 does not require the termination or demotion of such employee from CONTRACTOR's employ.
- 4.5. CONTRACTOR acknowledges and agrees that MV is not a joint employer of CONTRACTOR's employees. CONTRACTOR will ensure all of its employees signs the waiver acknowledging that MV is not the employer as found in Exhibit A.
- 4.6. Compliance with Law. The CONTRACTOR shall comply with all local, state and federal laws and regulations and guidance applicable to this Agreement and applicable to the services provided under this Agreement. This includes but is not limited to those laws regarding employer's liability, worker's compensation, unemployment insurance, and other forms of social security, and also with respect to withholding of income tax, and state disability insurance.
- 5. <u>Scope of Work</u>: CONTRACTOR shall provide employment staffing service to MV for the Operations Control Center for up to six (6) positions. Four (4) employees will be WMATA Eligibility Certification Office Support personnel and two (2) employees will be Quality Assurance

Specialists (phone assessments and recommendation for corrective action to Control Center Managers; investigate and respond to customer service complaints and track open complaints. All employees provided by CONTRACTOR under this Agreement shall be 100% dedicated to work under this Agreement and the Master Agreement. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, provide all employees necessary to perform service under this Agreement and the Master Agreement.

a. <u>Employee Qualification Standards</u>. CONTRACTOR shall ensure all employees meet the qualification standards identified in the Master Agreement, as state and federal laws, rules, regulations, and Equal Employment Opportunity Commission guidance permits. Prior to any employee performing any service or performing any duty under this Agreement, CONTRACTOR shall provide MV written confirmation that the employee is fully-qualified in accordance with the requirements of this Agreement and the Master Agreement. CONTRACTOR's employee background investigation shall include:

CONTRACTOR will perform the following types of background/qualification checks
at its expense for all employees which it selects for assignment to MV and will not
assign unqualified personnel to MV. CONTRACTOR will have employees sign MVapproved release forms prior to conducting any background checks Skills Evaluation

Employment Verifications

- County Criminal Record Checks from every county the employee has lived the past seven (7) years
- Statewide Criminal Background Check (using MV-approved company)
- National Criminal Background Check (using MV-approved company)
- Guardian (national sex offender) Check
- FBI fingerprint check conducted by WMATA police
- Pre-employment DOT Drug Test
- 2 Year Previous Employer Drug and Alcohol Background Check
- E-Verify and I-9 Verification

b. <u>Drug and Alcohol Testing Requirements</u>: The Authority is a recipient of transportation funding from the United States Department of Transportation, Federal Transit Administration (hereinafter "FTA"). Contractor shall comply with and ensure all safety sensitive personal are subject to all Federal Drug and Alcohol Testing policies and procedures of FTA regulation Part 655 and 49 CFR Part 40—Procedures For Transportation Workplace Drug and Alcohol Testing Programs. MV, the Authority, or its designated representatives are authorized to audit these records as described in herein.

6. Contract Work Hours and Safety Standards.

 a. Overtime Requirements: CONTRACTOR may not require or involve the employment of laborers or mechanics nor permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one-half the basic rate of pay for all hours worked in excess of forty hours in such work week.

b. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph (a) of this section, CONTRACTOR shall be liable for the unpaid

wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of paragraph (a), in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of overtime wages required by paragraph (a).

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c. Withholding of Unpaid Wages and Liquidated Damages. The Authority may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the CONTRACTOR under this Agreement, such sums as may be determined necessary to satisfy any liabilities of the CONTRACTOR for unpaid wages and liquidated damages as provided in paragraph (b) of this Section.

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13 7. Communications with Third Parties. CONTRACTOR shall communicate solely with MV to resolve any and all complaints and concerns regarding this Agreement. To the maximum extent 14 15 possible, CONTRACTOR shall not communicate, in any manner, with any person regarding or 16 relating to MV this Agreement, or the Agreements, without the express written approval of MV. The 17 term "person" as used in this letter agreement shall be broadly interpreted to include the Authority, 18 print, television, radio, or electronic media, or any agency or entity with whom MV contracts for the provision of transportation services, or seeks to contract with for the provision of transportation 19 20 services, and any corporation, partnership, group, individual or other entity.

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8. <u>Dispute Resolution</u>. In the event of a disagreement as to the interpretation of this Agreement, or dispute regarding performance or action under this Agreement, the Parties shall first attempt to resolve the disagreement or dispute internally. In the event the Parties are unable to resolve the disagreement or dispute internally, it is mutually agreed that such dispute shall be submitted to mediation before a Mediator mutually agreed upon by the Parties. In the event Mediation is unsuccessful in resolving the disagreement or dispute, the Parties shall submit the matter to final and binding arbitration in accordance with the Federal Arbitration Act and before a mutually-agreeable Arbitrator from the American Arbitration Association (AAA) Commercial Dispute Resolution panel. Notwithstanding the foregoing, nothing in this Section 8 prohibits or limits any of MV's rights or

30 remedies available under this Agreement.

- 9. Change Orders and Amendments. Changes to this Agreement shall be made only upon execution
 of a written amendment to this Agreement. No verbal commitments or oral agreements of any kind
 shall be recognized as valid.
- 34 10. RESERVED
- 35 11. Meetings: CONTRACTOR shall meet with MV on a regular basis, and as reasonably requested by MV.
- 37 12. Termination:

12.1.a Termination For Convenience. This Agreement may be terminated for convenience by 38 MV upon written notice toCONTRACTOR if any of the following events occur: (i) the 39 Master Agreement is terminated or reduced by 10% or more for any reason; or (ii) MV is 40 directed to terminate this Agreement by the Authority; or (iii) MV finds it is in its best 41 interests to terminate this Agreement for any reason. Any such termination shall be effected 42 by delivery by MV to the CONTRACTOR a Notice of Termination specifying that work 43 under the Agreement is terminated and the date upon which the termination becomes 44 effective. After CONTRACTOR's receipt of a Notice of Termination and, except as MV 45

1 otherwise directs, CONTRACTOR shall incur no further obligations in connection with the 2 terminated work and, on the date set in the Notice of Termination, the CONTRACTOR will 3 stop work. In the event of termination for convenience, CONTRACTOR shall be entitled to 4 receive payment for services provided in accordance with the terms of this Agreement prior to 5 termination, but shall not be entitled to any other costs. 6 7 12.1.b Termination for Convenience. This agreement may be terminated for convenience by 8 CONTRACTOR upon written notice to MV should CONTRACTOR find it is in its best 9 interest to terminate this Agreement for any reason. Any such termination shall be effected by 10 delivery by CONTRACTOR to MV a Notice of Termination with thirty (30) days notice. 11 12.2 Termination For CONTRACTOR's Default. In addition to the right of MV to terminate 12 this Agreement for convenience as provided in Section 12.1 above, MV may, by written 13 Notice of Default to the CONTRACTOR, terminate the whole or any part of this Agreement 14 in the event of a "Default" of CONTRACTOR which is not cured under the provisions of this 15 paragraph. A "Default" shall mean any of the following: 12.2.1 16 The failure of CONTRACTOR to perform any of its obligations 17 under this Agreement; 12.2.2 The failure of CONTRACTOR to perform up to the standards that 18 19 CONTRACTOR is required to meet under the Master Agreement, or the 20 policies and standards of MV or the Authority, or; 21 The performance of CONTRACTOR under this Agreement in a manner that 22 results in repeated instances of documented criticism of CONTRACTOR by 23 Authority, or 24 12.2.4 Any incident of CONTRACTOR or CONTRACTOR's employees falsifying 25 data or reports The CONTRACTOR fails at any time to procure and maintain the required 26 12.2.4 levels of insurance hereunder. 27 28 12.2.5 Notwithstanding anything to the contrary herein, it is understood and agreed that in the event of failure by CONTRACTOR to perform services required 29 by this Agreement, in addition to all other remedies, penalties and damages 30 provided herein or by law, MV may also deduct from amounts owed to 31 CONTRACTOR for service performed, and withhold from payment to 32 CONTRACTOR the amount of any cost or expense resulting from 33 CONTRACTOR's default, or necessary to protect MV from any potential 34 claims, costs, and expense that could arise or result from CONTRACTOR's 35 36 12.2.6. In the event of any of the foregoing defaults, MV shall send written notice to 37 CONTRACTOR setting forth the manner in which the CONTRACTOR is in 38 default and stating that this Agreement will be terminated unless the Default 39 is cured within ten (10) days (or such longer period as MV may authorize in 40 41 writing) after receipt of notice from MV specifying such failure. Notwithstanding the foregoing, if at any time CONTRACTOR fails to 42 procure and maintain insurance as required by this Agreement and the 43

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Master Agreement, or the default involves a matter of public safety, MV

1 may terminate this Agreement immediately without a cure period and 2 withhold from payment all amounts reasonably determined by MV to cover 3 any actual or anticipated claims, demands, causes of action, or judgments. 4 12.3 Rights on Termination. If this contract is terminated, CONTRACTOR shall be paid for 5 work successfully completed prior to termination but shall be entitled to no other costs. 6 12.4 Return of Property. In the event this Agreement expires or is terminated for any reason, 7 all pertinent data prepared for the project, and any property of MV or the Authority, 8 shall immediately be made available and returned to MV at a location of and time as 9 directed by MV. 12.5 Payment on Default. Notwithstanding any other provision of this Agreement, in the 10 11 event MV declares a default against CONTRACTOR during the term of this 12 Agreement, MV may withhold any and all payments due CONTRACTOR directly attributable to the default until such time as MV or a court of competent jurisdiction 13 14 determines the amount of damages caused by the default of CONTRACTOR. 15 13. Consideration. During the term of this Agreement, MV shall pay CONTRACTOR for 16 services performed in accordance with this Agreement at the following rates: 17 \$16.00 per hour for every hour actually worked by CONTRACTOR's employee + 32% of 18 payroll for labor overhead + 6.45% of payroll for corporate overhead + 5% of payroll for 19 profit. 20 Should the Authority provide increases in the Living Wage, MV will provide a 21 commensurate increase in the payment for services performed in accordance with this 22 Agreement. 23 24 25 14. Invoices and Payment. MV shall pay CONTRACTOR in arrears after the service has been provided. CONTRACTOR will submit an invoice for services performed on a monthly basis. 26 Each invoice will identify the specific services that were performed and the date(s) of performance of the service. MV shall pay CONTRACTOR within ten (10) days of MV's receipt 27 28 of payment from Authority. MV may withhold any amounts from payment it disputes or not 29 30 supported by operations report documentation, but shall release all undisputed amounts. All payments may be subject to further audit and adjustment by the Authority. In the event the 31 Authority determines that MV is entitled to receive more or less payment for the work provided 32 by CONTRACTOR, then such adjustment in increased or decreased payment shall be made to or 33 deducted from future payments to CONTRACTOR. CONTRACTOR acknowledges and 34 35 understands that MV will withhold from CONTRACTOR's payment any amounts assessed against MV in penalties or liquidated damages for CONTRACTOR's errors or omissions, failing 36 37 to perform, or failing to meet the Authority's performance standards. 38 For purposes of this Agreement, an invoice will not be due and payable if: 39 The amount invoiced is incorrect or inconsistent with the Agreement

The invoice or performance under this Agreement is in dispute, or the CONTRACTOR

has failed to comply with the terms of this Agreement or Master Agreement

The services have not been accepted

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The services do not meet the quality requirements of the Agreement

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- 2 15. Taxes and Licenses: CONTRACTOR shall be responsible for the payment of all taxes, of every kind, which result from CONTRACTOR's performance under this Agreement. CONTRACTOR warrants that it has or shall obtain all licenses required to provide the services herein. In the event that any required license is not obtained, suspended, revoked or terminated during the term of this Agreement, CONTRACTOR shall notify MV immediately in writing of the situation and MV may then suspend CONTRACTOR's services and payment under this Agreement or terminate this Agreement..
- 9 16. Assignment and Subcontracting: The CONTRACTOR shall not subcontract any portion of this Agreement without prior written consent of MV.
- 17. SBLPP/MBE/DBE/WBE Status. If CONTRACTOR holds SBLPP/WBE, MBE or DBE status,
 CONTRACTOR agrees to maintain its certification as a SBLPP/WEB/DBE/MBE with the
 Authority. In the event this certification or any other licenses required of the CONTRACTOR
 are suspended or revoked, CONTRACTOR shall notify MV immediately and remedy the
 situation, if possible, as soon as possible. MV reserves the right to withhold payment from
 invoices and/or terminate this Agreement if certifications or required licenses are revoked or
 lapse or expire.
- 18. <u>Performance Standards</u>. The Authority has the right to assess penalties for performance below the defined performance standards in the Master Agreement. CONTRACTOR's payments will be adjusted to compensate MV for any liquidated damages assessed due to CONTRACTOR's failure to meet the performance standards.
- 24 Indemnification. To the maximum extent permitted by law, CONTRACTOR shall indemnify 25 and hold harmless MV and the Authority, their officers, officials, agents and employees, from 26 and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the services 27 provided by or on behalf of the CONTRACTOR, except for damages resulting from MV's sole 28 negligence or willful misconduct. In addition, the CONTRACTOR shall assume the defense of 29 MV, the Authority, and their officers, officials and employees in all legal or claim proceedings 30 arising, out of, in connection with, or incident to such goods and/or services; shall pay all 31 32 defense expenses, including reasonable attorney's fees, expert fees and costs incurred by MV 33 or the Authority, on account of such litigation or claims, and; shall satisfy any judgment 34 rendered in connection therewith or pay or reimburse MV or the Authority payment of any sums reasonable to settle such litigation or claims. In the event of litigation or arbitration 35 between the parties to enforce the rights under this paragraph, reasonable attorney fees shall be 36 allowed to the prevailing party. This indemnification obligation shall include but is not limited 37 to, all claims against MV or the Authority, by an employee or former employee of the 38 39 CONTRACTOR or its CONTRACTORs, or by any governmental entity or labor organization 40 on their own behalf or on behalf of any employee or former employee of the CONTRACTOR or its CONTRACTORs, and the CONTRACTOR expressly waives all immunity and limitation 41 on liability under any industrial insurance act, disability benefit act, or other employee benefit 42 act of any jurisdiction which would otherwise be applicable in the case of such claim. In the 43 event that MV is compelled to incur attorneys' fees or costs resulting from an administrative 44 investigation by a city, county, state, or federal entity premised on wages and/hours of 45 CONTRACTOR's employees; or MV reasonably believes CONTRACTOR may be in 46

violation of applicable employment or wage and hour laws as a result of MV's audit or investigation; or, caused by the defense or involvement in a lawsuit or litigation by CONTRACTOR's present or past employees; MV shall be entitled to withhold or redact any and all costs associated with responding to, or defending such investigation, litigation, or lawsuit. If a Court or agency issues a finding of fact, or law that MV is a "joint employer" MV shall be entitled to withhold payments to CONTRACTOR, planning for potential liability payments.

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No Joint Employer Status: CONTRACTOR agrees and affirms that MV is not a Joint Employer of CONTRACTOR's employees under the Fair Labor Standards Act, or other codified law. CONTRACTOR affirms and represents that MV has no power or authority to hire and fire CONTRACTOR's employees; that MV has no supervision or control of CONTRACTOR's employee work schedules or conditions of employment; that CONTACTOR is the exclusive decision maker of CONTRACTOR's methods and rates of payment to its employees; and, that CONTRACTOR is the sole administrator and keeper of CONTRACTOR's employment records

- 20. Applicable Law and Forum: Except as hereinafter specifically provided, this Agreement shall be governed by and construed according to the laws of the State of Texas. The CONTRACTOR shall comply with all local, state and federal laws and regulations applicable to this Agreement and applicable in the goods and services provided under this Agreement.
- 22 Independent Contractor: CONTRACTOR's relationship to MV in performance of this 23 Agreement is that of an independent contractor. The personnel performing services under this 24 Agreement shall at all times be under CONTRACTOR's exclusive direction and control and 25 shall be employees of CONTRACTOR and not employees of MV or the Authority. 26 CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations 27 respecting them, such as social security, income tax withholding, unemployment compensation, 28 29 workers compensation insurance, and similar matters. CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment 30 31 are those of the CONTRACTOR and not of MV or the Authority.
- 32 Audit and Records. CONTRACTOR shall allow the authorized representatives of MV, the U.S. Department of Transportation, and the Comptroller General of the United States, the State of 33 Maryland and the Authority to inspect and audit all data and records of the CONTRACTOR 34 relating to performance under this Agreement, including payroll records and any and all Drive-35 Cam clips generated in performance of this Agreement. Such audit shall be allowed upon 36 reasonable notice of any aforementioned entity. Further, CONTRACTOR shall maintain all 37 required records for three years after final payment under this Agreement and until all other 38 pending matters are closed. Furthermore, CONTRACTOR shall maintain a separate set of 39 books for all costs and revenues attributable to this Agreement and shall not co-mingle said 40 41 books or records with any other operation of CONTRACTOR. CONTRACTOR shall provide MV, on an annual basis, a reviewed copy of its consolidated financial audit disclosing all costs 42 and revenues attributable to this agreement performed by an auditing firm authorized to do 43 business in the state of Maryland or Virginia. 44
- 45 23. Severability: If any portion of this Agreement is ruled by a court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be ineffective to the extent of the invalidity,

- 1 illegally or unenforceability without affecting in any way the remaining portions of the 2 Agreement.
- 3 Insurance: CONTRACTOR shall procure and maintain during the life of this Agreement 4 insurance of the types and in the minimum amounts stated in the Master Agreement and this 5 Agreement. Said insurance shall be written by an insurer having a most recent published 6 rating by A.M. Best & Company of "A-VII" or better. Prior to commencing any work 7 under this Agreement, CONTRACTOR shall furnish Certificates of Insurance approved by 8 MV evidencing the maintenance of said insurance. The certificates shall provide that no 9 material alteration or cancellation, including expiration and non-renewal, shall be effective 10 until thirty (30) days after receipt of written notice by the MV. MV and the Authority will be included as an additional insured under these policies. 11
- 12 a. Workers Compensation: Throughout the term of this Agreement, CONTRACTOR 13 shall maintain a policy of workers compensation insurance. CONTRACTOR shall maintain part I of workers compensation insurance at the Virginia statutory levels. CONTRACTOR 14 15 shall maintain the Employer's Liability insurance with minimum limits of \$1,000,000 Each Accident; \$1,000,000 Disease Policy Limits; \$1,000,000 Disease Each Employee. MV and 16 17 the Authority shall be included as Alternate Employers under this policy.

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- b. Employment Practices Liability Insurance. Throughout the term of this Agreement, CONTRACTOR shall maintain an Employment Practices Insurance Liability (EPLI) policy at its sole cost and expense with a single claim limit of \$500,000 and an aggregate limit of \$1,000,000 with a deductible of no more than \$25,000. The policy shall include third party liability coverage with MV named as a covered third party.
 - The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance maintained by MV or the Authority shall be excess of and shall not contribute with the insurance provided by the CONTRACTOR. Unless otherwise stated herein, no deductible or self-insured retention is permitted. All policies will contain a waiver of subrogration by which CONTRACTOR agrees to waive all rights against MV and the Authority and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the required insurance polices stated herein.
- Compliance with these insurance requirements shall not limit the liability of the 30 Any remedy provided to MV by the insurance provided by 31 CONTRACTOR. CONTRACTOR shall be in addition to and not in lieu of any other remedy (including, but 32 not limited to, as an indemnity of the CONTRACTOR) available to MV under the 33 Agreement or otherwise. 34
- Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall 35 relieve the CONTRACTOR from responsibility to provide insurance as required by the 36 37 Agreement.
- 38 CONTRACTOR shall also carry such other insurance that may be required by law. The foregoing requirements as to the types and minimum limits of insurance to be maintained by 39 CONTRACTOR and any approved of said insurance by MV shall not in any manner limit 40 the liability or obligations otherwise assumed by CONTRACTOR under this Agreement, 41
- including but not limited to the indemnification provisions of this Agreement. 42
- Anything to the contrary notwithstanding the liabilities of the CONTRACTOR under the 43

Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage's.

If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. MV, at its sole option, may immediately terminate this Agreement and withhold from payment amounts reasonably necessary, in MV's sole discretion, to cover any anticipated or potential claims that may have arisen during the period of lapsed coverage. Alternatively, MV may purchase such required insurance coverage, and without further notice to CONTRACTOR, MV may, in its sole discretion, deduct from sums due to CONTRACTOR direct costs advanced by MV for such insurance.

IN WITNESS WHEREOF, the parties hereto, through their duly appointed representatives, execute this Agreement.

MV Transportation, Inc.

By:

Sign

Title: St. Vice 17/45, 200

Diamond Transportation Services

By:___
Signat

Title: President

Pate: 1/22 13 Date: 01-22-2013

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		EXHIBIT A
		amond Transportation Services, for benefits plan
		ch benefits as Diamond Transportation Services may
		erstand and agree that I am not eligible for or entitled
to participate in or make any claim upon any benefit plan, policy, or practice offered by		
WMATA or MV Transportation, their affiliates, subsidiaries, or successors to any of their direct		
		I that Diamond Transportation Services is the exclusive
		payment and the sole administrator and keeper of my
employment rec	ords	
Employee's Printed 1		
Employee's Frince I		Diamond Thorses contributes
	Name	Diamond Transportation Services
	Name	Diamond Transportation Services
***************************************	Name	
Signature	Name	Diamond Transportation Services Signature
Signature	Name	
	Name	Signature
Signature Date	Name	
	Name	Signature

From:

@mvtransit.com]

Sent:

Fridav, February 22, 2013 7:54 PM

To:

Cc: Subject:

FW: RFP CQ12169/KAM

Attachments:

MV SBLPP Contract- Simon and Simon.pdf

Please see attached

From:

Sent: Tuesday, January 22, 2013 2:31 PM

To:

@wmata.com

Cc:

@wmata.com);

Subject: RE: RFP CQ12169/KAM

Please see MV's contract with Simon & Simon (SBLPP).

Regards,

Sr. Vice President Business Development

Phone:

Fax:

Cell

Email

@mvtransit.com

www.mvtransit.com



We Provide Freedom*

This electronic transmission and any attachment(s) may contain confidential information which is for the sole use of the intended recipient. Be aware, any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this message in error, promptly notify the sender by return email and permanently delete this from your computer. Thank you.

Sent: Tuesday, January 22, 2013 2:30 PM

To @wmata.com

Cc @wmata.com)

Subject: RE: RFP CQ12169/KAM

Please see MV's contract with Hanover Uniforms (SBLPP).

Regards,



Phone: Fax:

Cell:

mail <u>mvtransit.com</u>

www.mvtransit.com



We Provide Freedom[∗]

This electronic transmission and any attachment(s) may contain confidential information which is for the sole use of the intended recipient. Be aware, any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this message in error, promptly notify the sender by return email and permanently delete this from your computer. Thank you.

From:

Sent: Tuesday, January 22, 2013 2:21 PM

To: @wmata.com

Cc: @wmata.com);

Subject: RFP CQ12169/KAM

Good Afternoon

I am sending this on behalf of the property of the property of the send over the SBLPP contracts. I will send over the SBLPP contracts under separate emails due to size of the scans. Please confirm that you have received this email. Thank you for your ongoing consideration of MV Transportation, Inc. We look forward to working with you throughout the remainder of this procurement.

Let or myself know if you have any questions.

Regards,

sr. vice President Business Development

Phone Fax Cell

mail @mvtransit.com

www.mvtransit.com



This electronic transmission and any attachment(s) may contain confidential information which is for the sole use of the intended recipient. Be aware, any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this message in error, promptly notify the sender by return email and permanently delete this from your computer. Thank you.

SERVICES AGREEMENT

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This Agreement for provision of employee staffing services, is nade and entered into as of January 18, 2013 for reference purposes, by and between MV Transportation, Inc., hereinafter referred to as "MV" and Simon and Simon Resources, hereinaf er referred to as "CONTRACTOR".

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WHEREAS, MV has submitted a proposal to WMATA in response to RFP No. CQ121169/KAM (the "RFP") for award of a contract for the provision of MetroAccess services scheduled to start on June 1, 2013;

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WHEREAS, CONTRACTOR has represented that it has the necessary expertise, equipment and personnel and is qualified to perform services under the Master Agreement;

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NOW, THEREFORE, in the event MV is awarded the contract under the RFP, MV and CONTRACTOR do hereby agree as follows:

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1. Complete Agreement: This Agreement is subject to and CONTRACTOR is expected to comply with all terms, conditions, and obligations of the Master Agreement between MV and the Authority. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force and effect, and that this Agreement may be modified, altered, or amended only be a written amendment duly exercised by both parties hereto or their authorized representatives.

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31 2. Term: This Agreement shall have a term corresponding to the term of contract of the Master 32 Agreement, unless terminated earlier in accordance with the termination provisions of this Agreement.

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3. Definitions: Definitions of the Master Agreement shall be used to define words and terms in this Agreement unless otherwise defined in this Agreement.

37 4. Performance of Work: MV hereby engages the CONTRACTOR and the CONTRACTOR agrees to perform the Services described in this Agreement and the Master Agreement. 38 CONTRACTOR is not guaranteed a minimum amount of work. 39 To the extent that 40 CONTRACTOR performs work under this Agreement, on an as needed basis as requested by 41 MV, CONTRACTOR agrees to meet all of the terms, cond tions, obligations and specifications 42 required of MV in this Agreement and the Master Agreement, without limitation or exception, unless otherwise modified in this Agreement. MV may per orm any work under this Agreement 43 itself or may contract with multiple contractors to provide the Services and may during the term 44 45 of this Agreement, shift work from one contractor to another

4.1. CONTRACTOR shall provide the Services described herein and the Master Agreement in a competent and professional manner sat sfactory to MV and the Authority. CONTRACTOR shall fully and promptly cooperate with MV in all aspects of the Services. At the request of the Authority or MV the CONTRACTOR shall promptly remove from services under this Agreement any of CONTRACTOR's employees. CONTRACTOR agrees that such removal of any of its employees does not require the termination or demotion of any employee by the CONTRACTOR from CONTRACTOR's employ.

4.2. CONTRACTOR agrees to defend, hold harm ess, and indemnify MV and the Authority and CONTRACTOR shall be solely liable and responsible for any and all claims, suits, actions, damages, and costs (including attorney's fees and court costs) made against MV or the Authority, occurring on account of, arising from or in connection with the removal and replacement of any of CONTRACTOR's personnel performing services under this Agreement at the behest of MV or the Authority, including, but not limited to, as a result of termination of this Agreement for any reason. Removal and replacement of any of CONTRACTOR's personnel in accordance with Sect on 4.1 above and herein shall not require the termination or demotion of such CONTRACTOR's personnel from CONTRACTOR's employ.

 4.3. CONTRACTOR agrees that at all times it will employ, maintain, and assign to the performance of services under this Agreement a sufficient number of competent and qualified personnel to meet the requirements of this Agreement and the Master Agreement. CONTRACTOR warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, character, and licenses as necessary to perform services under this Agreement.

4.4. Complaints against CONTRACTOR and CONTRACTOR's employees will be taken to the Authority. MV or the Authority may request removal of drivers or other CONTRACTOR employees in the event the employee is determined by MV or the Authority of not assisting Customers in an efficient, knowledgeable, professional, and/or courteous manner. Further, MV may request removal of any driver determined by MV to be unproductive, ineffective, or consistently failing to meet on-time performance goals. Removal of any of CONTRACTOR's employees in accordance with Section 4.4 does not require the termination or demotion of such employee from CONTRACTOR's employ.

4.5. Compliance with Law. The CONTRACTOR shall comply with all local, state and federal laws and regulations and guidance applicable to this Agreement and applicable to the services provided under this Agreement. This includes but is not limited to those laws regarding employer's liability, worker's compensation, unemployment insurance, and other forms of social security, and also with respect to withholding of income tax, and state disability insurance.

5. Scope of Work: CONTRACTOR shall provide customer service training services to MV on an asneeded basis.

6. Contract Work Hours and Safety Standards.

a. Overtime Requirements: CONTRACTOR may not require or involve the employment of laborers or mechanics nor permit any such laborer or mechanic in any work week in which he or she

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is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one-half the basic rate of pay for all hours worked in excess of forty hours in such work week.

b. Violation; Liability for Unpaid Wages; Liquidated Darrages: In the event of any violation of the clause set forth in paragraph (a) of this section, CONTRACTOR shall be liable for the unpaid wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of paragraph (a), in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of overtime wages required by paragraph (a).

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c. Withholding of Unpaid Wages and Liquidated Dam iges. The Authority may upon its own action or upon viritten request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the CONTRACTOR under this Agreement, such sums as may be cotermined necessary to satisfy any liabilities of the CONTRACTOR for unpaid wages and liquidate I damages as provided in paragraph (b) of this Section.

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- 7. Communications with Third Parties. CONTRACTOR shall communicate solely with MV to resolve any and all complaints and concerns regarding this Agreement. To the maximum extent possible, CONTRACTOR shall not communicate, in any manner, with any person regarding or relating to MV this Agreement, or the Agreements, without the express written approval of MV. The term "person" as used in this letter agreement shall be broadly interpreted to include the Authority, print, television, radio, or electronic media, or any agency or entity with whom MV contracts for the provision of transportation services, or seeks to contract with for the provision of transportation services, and any corporation, partnership, group, individual or other entity.
- 8. <u>Dispute Resolution</u>. In the event of a disagreement as to the interpretation of this Agreement, or dispute regarding performance or action under this Agreement, the Parties shall first attempt to resolve the disagreement or dispute internally. In the event the Parties are unable to resolve the disagreement or dispute internally, it is mutually agreed that such dispute shall be submitted to mediation before a Mediator mutually agreed upon by the Parties. In the event Mediation is unsuccessful in resolving the disagreement or dispute, the Parties shall submit the matter to final and
- binding arbitration in accordance with the Federal Arbitration Act and before a mutually-agreeable Arbitrator from the American Arbitration Association (AAA) Commercial Dispute Resolution panel.
- Arbitrator from the American Arbitration Association (AAA) Commercial Dispute Resolution panel.

 Notwithstanding the foregoing, nothing in this Section 8 prohibits or limits any of MV's rights or
- 36 remedies available under this Agreement.
- 37 9. Change Orders and Amendments. Changes to this Agreement shall be made only upon execution
- 38 of a written amendment to this Agreement. No verbal commitments or oral agreements of any kind
- 39 shall be recognized as valid.
- 40 10. RESERVED
- 41 11. Meetings: CONTRACTOR shall meet with MV on a regular basis, and as reasonably requested by MV.
- 43 12. <u>Termination</u>:
- 12.1. <u>Termination For Convenience</u>. This Agreement if any be terminated for convenience by MV upon written notice to CONTRACTOR if any of the following events occur: (i) the

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Notwithstanding the foregoing, if at any time CONTRACTOR fails to

procure and maintain insurance as required by this Agreement and the

Master Agreement, or the default involves a matter of public safety, MV

1 2 3 4 5 6 7 8 9 10	directed to term interests to term by delivery by under the Agr effective. Afte otherwise directerminated work stop work. In receive payment	ent is terminated or reduced by 10% or nore for any reason; or (ii) MV is minate this Agreement by the Authority; or (iii) MV finds it is in its best almost this Agreement for any reason. Any such termination shall be effected MV to the CONTRACTOR a Notice of Termination specifying that work element is terminated and the date upon which the termination becomes a CONTRACTOR's receipt of a Notice of Termination and, except as MV ts, CONTRACTOR shall incur no further obligations in connection with the k and, on the date set in the Notice of Termination, the CONTRACTOR will the event of termination for convenience, CONTRACTOR shall be entitled to the top services provided in accordance with the terms of this Agreement prior to the shall not be entitled to any other costs.
12 13 14 15 16	this Agreement Notice of Defa- in the event of a	on For CONTRACTOR's Default. In addition to the right of MV to terminate the convenience as provided in Section 12.1 above, MV may, by written all to the CONTRACTOR, terminate the whole or any part of this Agreement a "Default" of CONTRACTOR which is rot cured under the provisions of this Default" shall mean any of the following:
17 18	12.2. i	The failure of CONTRACTOR to perform any of its obligations under this Agreement;
19 20 21	12.2.2	The failure of CONTRACTOR to perform up to the standards that CONTRACTOR is required to meet under the Master Agreement, or the policies and standards of MV or the Authority, or;
22 23 24	12.2.3	The performance of CONTRACTOR under this Agreement in a manner that results in repeated instances of docume ited criticism of CONTRACTOR by Authority, or
25 26	12.2.4	Any incident of CONTRACTOR or CONTRACTOR's employees falsifying data or reports
27 28	12.2.4	The CONTRACTOR fails at any time to procure and maintain the required levels of insurance hereunder.
29 30 31 32 33 34 35 36 37	12.2.5	Notwithstanding anything to the contra y herein, it is understood and agreed that in the event of failure by CONTRACTOR to perform services required by this Agreement, in addition to all other remedies, penalties and damages provided herein or by law, MV may also deduct from amounts owed to CONTRACTOR for service performed, and withhold from payment to CONTRACTOR the amount of any cost or expense resulting from CONTRACTOR's default, or necessary to protect MV from any potential claims, costs, and expense that could a ise or result from CONTRACTOR's default.
38 39 40 41 42	12.2.6.	In the event of any of the foregoing defaults, MV shall send written notice to CONTRACTOR setting forth the manner in which the CONTRACTOR is in default and stating that this Agreement will be terminated unless the Default is cured within ten (10) days (or such langer period as MV may authorize in writing) after receipt of notice from MV specifying such failure.

may terminate this Agreement immediately without a cure period and withhold from payment all amounts reasonably determined by MV to cover any actual or anticipated claims, demands, causes of action, or judgments.

- 12.3 Rights on Termination. If this contract is terminate 1, CONTRACTOR shall be paid for work successfully completed prior to termination but shall be entitled to no other costs.
- 12.4 Return of Property. In the event this Agreement expires or is terminated for any reason, all pertinent data prepared for the project, and any property of MV or the Authority, shall immediately be made available and returned to MV at a location of and time as directed by MV.
- 12.5 Payment on Default. Notwithstanding any other provision of this Agreement, in the event MV declares a default against CONTRACTOR during the term of this Agreement, MV may withhold any and all payments due CONTRACTOR directly attributable to the default until such time as MV or a court of competent jurisdiction determines the amount of damages caused by the default of CONTRACTOR.
- Consideration. Upon the AUTHORITY awarding the contract to MV, MV and CONTRACTOR shall negotiate the pricing/rates for this Agreement, and amend this Agreement accordingly.
- 14. Invoices and Payment. MV shall pay CONTRACTOR in arrears after the service has been provided. CONTRACTOR will submit an invoice for services performed on a monthly basis. Each invoice will identify the specific services that were performed and the date(s) of performance of the service. MV shall pay CONTRACTOR within ten (10) days of MV's receipt of payment from Authority. MV may withhold any amounts from payment it disputes or not supported by operations report documentation, but shall release all undisputed amounts. All payments may be subject to further audit and adjustment by the Authority. In the event the Authority determines that MV is entitled to receive more or less payment for the work provided by CONTRACTOR, then such adjustment in increased or decreased payment shall be made to or deducted from future payments to CONTRACTOR. CONTRACTOR acknowledges and understands that MV will withhold from CONTRACTOR's payment any amounts assessed against MV in penalties or liquidated damages for CONTRACTOR's errors or omissions, failing to perform, or failing to meet the Authority's performance standards.
 - For purposes of this Agreement, an invoice will not be due and payable if:
 - The amount invoiced is incorrect or inconsistent with the Agreement
 - The invoice or performance under this Agreement is in dispute, or the CONTRACTOR
 has failed to comply with the terms of this Agreement or Master Agreement
 - The services have not been accepted
 - The services do not meet the quality requirements of the Agreement
- 15. Taxes and Licenses: CONTRACTOR shall be responsible for the payment of all taxes, of every kind, which result from CONTRACTOR's performance under this Agreement. CONTRACTOR warrants that it has or shall obtain all licenses required to provide the services herein. In the event that any required license is not obtained, suspended, revoked or terminated during the term of this Agreement, CONTRACTOR shall notify MV immediately in writing of the situation and MV may then suspend CONTRACTOR's services and payment under this Agreement or terminate this Agreement..

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- 1 16. Assignment and Subcontracting: The CONTRACTOR shall not subcontract any portion of this Agreement without prior written consent of MV.
- 17. SBLPP/MBE/DBE/WBE Status. If CONTRACTOR holds SBLPP/WBE, MBE or DBE status,
 CONTRACTOR agrees to maintain its certification as a SB_PP/WEB/DBE/MBE with the
 District of Columbia, State of Maryland and Commonwealth of Virginia... In the event this
 certification or any other licenses required of the CONTRACTOR are suspended or revoked,
 CONTRACTOR shall notify MV immediately and remedy the situation, if possible, as soon as
 possible. MV reserves the right to withhold payment from invoices and/or terminate this
 Agreement if certifications or required licenses are revoked or lapse or expire.
- 18. Performance Standards. The Authority has the right to assess penalties for performance below the defined performance standards in the Master Agreement. CONTRACTOR's payments will be adjusted to compensate MV for any liquidated damages assessed due to CONTRACTOR's failure to meet the performance standards.
 - Indemnification. To the maximum extent permitted by law, CONTRACTOR shall indemnify and hold harmless MV and the Authority, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the services provided by or on behalf of the CONTRACTOR, except for damages resulting from MV's sole negligence or willful misconduct. In addition, the CONTRACTOR shall assume the defense of MV, the Authority, and their officers, officials and employees in all legal or claim proceedings arising, out of, in connection with, or incident to such goods and/or services; shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by MV or the Authority, on account of such litigation or claims, and; shall satisfy any judgment rendered in connection therewith or pay or reimburse M'v' or the Authority payment of any sums reasonable to settle such litigation or claims. In the event of litigation or arbitration between the parties to enforce the rights under this paragraph, reasonable attorney fees shall be allowed to the prevailing party. This indemnification obligation shall include but is not limited to, all claims against MV or the Authority, by an employee or former employee of the CONTRACTOR or its CONTRACTORs, or by any governmental entity or labor organization on their own behalf or on behalf of any employee or former employee of the CONTRACTOR or its CONTRACTORs, and the CONTRACTOR express! varives all immunity and limitation on liability under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that MV is compelled to incur attorneys' fees or costs resulting from an administrative investigation by a city, county, state, or federal entity premised on wages and/hours of CONTRACTOR's employees; or MV reasonably believes CONTRACTOR may be in violation of applicable employment or wage and hour laws as a result of MV's audit or investigation; or, caused by the defense or involvement in a lawsuit or litigation by CONTRACTOR's present or past employees; MV shall be entitled to withhold or redact any and all costs associated with responding to, or defending such investigation, litigation, or lawsuit. If a Court or agency issues a finding of fact, or law that MV is a "joint employer" MV shall be entitled to withhold payments to CONTRACT DR, planning for potential liability payments.

No Joint Employer Status: CONTRACTOR agrees and affirms that MV is not a Joint 1 Employer of CONTRACTOR's employees under the Feir Labor Standards Act, or other 2 codified law. CONTRACTOR affirms and represents that MV has no power or authority to 3 hire and fire CONTRACTOR's employees; that MV has no supervision or control of 4 CONTRACTOR's employee work schedules or conditions of employment; that CONTACTOR 5 is the exclusive decision maker of CONTRACTOR's methods and rates of payment to its 6 employees; and, that CONTRACTOR is the sole administrator and keeper of 7 CONTRACTOR's employment records 8

9

- 20. Applicable Law and Forum: Except as hereinafter specifically provided, this Agreement shall be governed by and construed according to the laws of the State of Texas. The CONTRACTOR shall comply with all local, state and federal laws and regulations applicable to this Agreement and applicable in the goods and services provided under this Agreement.
- CONTRACTOR's relationship to MV in performance of this Independent Contractor: 14 Agreement is that of an independent contractor. The personnel performing services under this 15 Agreement shall at all times be under CONTRACTOR's exclusive direction and control and 16 shall be employees of CONTRACTOR and not employees of MV or the Authority. 17 CONTRACTOR shall pay all wages, salaries and other amounts due its employees in 18 connection with this Agreement and shall be responsible for all reports and obligations 19 respecting them, such as social security, income tax withhelding, unemployment compensation, 20 workers compensation insurance, and similar matters. CONTRACTOR shall notify its 21 22 employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of MV or the Aut 10rity. 23
- 24 22. Audit and Records. CONTRACTOR shall allow the authorized representatives of MV, the U.S. Department of Transportation, and the Comptroller General of the United States, the States of 25 26 Virginia, Maryland, and the District of Columbia the Authority to inspect and audit all data and records of the CONTRACTOR relating to performance under this Agreement, including payroll 27 28 records. Such audit shall be allowed upon reasonable rotice of any aforementioned entity. Further, CONTRACTOR shall maintain all required records for three years after final payment 29 30 under this Agreement and until all other pending natters are closed. 31 CONTRACTOR, shall maintain a separate set of books for all costs and revenues attributable to 32 this Agreement and shall not co-mingle said books or records with any other operation of CONTRACTOR. CONTRACTOR shall provide MV, on un annual basis, a certified copy of its 33 34 consolidated financial audit performed by an auditing firm authorized to do business in the state 35 of Florida.
- 36 23. Severability: If any portion of this Agreement is ruled by a court of competent jurisdiction to be
 37 invalid, illegal or unenforceable, such portion shall be ineffective to the extent of the invalidity,
 38 illegally or unenforceability without affecting in any way the remaining portions of the
 39 Agreement.
- Insurance: CONTRACTOR shall procure and maintain during the life of this Agreement insurance of the types and in the minimum amounts stated in the Master Agreement and this Agreement. Said insurance shall be written by an insurer having a most recent published rating by A.M. Best & Company of "A-VII" or better. Prior to commencing any work under this Agreement, CONTRACTOR shall furnish Cartificates of Insurance approved by MV evidencing the maintenance of said insurance. The certificates shall provide that no

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- material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by the MV. MV and the Authority will be included as an additional insured under these policies.
- a. Workers Compensation: Throughout the term of this Agreement, CONTRACTOR shall maintain a policy of workers compensation insurance. CONTRACTOR shall maintain part I of workers compensation insurance at the Virginia statutory levels. CONTRACTOR shall maintain the Employer's Liability insurance with minimum limits of \$1,000,000 Each Accident; \$1,000,000 Disease Policy Limits; \$1,000,000 Disease Each Employee. MV and the Authority shall be included as Alternate Employers under this policy.
- b. Employment: Practices Liability Insurance. Throughout the term of this Agreement, CONTRACTOR, shall maintain an Employment Practices Insurance Liability (EPLI) policy at its sole cost and expense with a single claim limit of \$500,000 and an aggregate limit of \$1,000,000 with a deductible of no more than \$25,000. I'he policy shall include third party liability coverage with MV named as a covered third party.
- The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance maintained by MV or the Authority shall be excess of and shall not contribute with the insurance provided by the CONTRACTOR. Unless otherwise stated herein, no deductible or self-insured retention is permitted. All policies will contain a waiver of subrogration by which CONTRACTOR agrees to waive all rights against MV and the Authority and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the required insurar ce polices stated herein.
- Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to MV by the insurance provided by CONTRACTOR shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnity of the CONTRACTOR) available to MV under the Agreement or otherwise.
- Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by the Agreement.
 - CONTRACTOR shall also carry such other insurance that may be required by law. The foregoing requirements as to the types and minimum limits of insurance to be maintained by CONTRACTOR and any approved of said insurance by MV shall not in any manner limit the liability or obligations otherwise assumed by CONTRACTOR under this Agreement, including but not limited to the indemnification provisions of this Agreement.
- Anything to the contrary notwithstanding the liabilities of the CONTRACTOR under the Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage's.
- If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. MV, at its sole option, may immediately terminate this Agreement and withhold from payment amounts reasonably necessary, in MV's sole discretion, to cover any anticipated or potential claims that may have arisen during the period of lapset coverage. Alternatively, MV may purchase such required insurance coverage, and withou: further notice to CONTRACTOR.

MV may, in its sole discretion, deduct from sums due to CONTRACTOR direct costs advanced by MV for such insurance. IN WITNESS WHEREOF, the parties hereto, through their duly appointed representatives, execute this Agreement. Simon and Simon Resources MV Transportation, Inc. By: By: Signature Signature: SR. Vice (resider 1/21/13 Date: Date:

WASHINGTON METROPOLITAN AREA TRANSIT AU ORITY SUPPLY AND SERVICE CONTRACT RFP CQ12169/KAM

		(Check One)
1	Are you a WMATA self-certified SBLPP vendor? (Provide copy of SBLPP Congratulatory document).	YesNo <u>√</u>
2	What is your firm's proposed SBLPP Goal for this project? SBLPP Goal for this Project-Minimum SBLPP Goal is 2%.	2.09%
3.	List subcontracting opportunities and dollar amount below. (Attach additional document)	
	Opportunity Quality Assurance & Eligibility Staff Provided by Diamond Transportation 5 year estimate \$1,475,000	
	Uniforms Provided by Hanover Uniform 5 year estimate \$90,000	
	Training Customer Service/ADA Provided by Simon & Simon 5 year estimate \$37,500	
	COGNOS BI Provided by SL King Option	
4.	Are there WMATA self-certified small businesses in the subcontractor categories? (Provide the names and categories of firms that will be utilized. Attach additional document.)	Yes <u>✓</u> No
	Please see SBLPP log attached.	
5.	Was WMATA's Office of Procurement, Small Business & Local Preference Coordinator contacted for support and assistance?	Yes <u>✓</u> No
6.	Were advertisements placed? If so with what paper(s)? How long did the ad run? Placed 2 ads for 1 day each in both the Washington Post and the Washington R	
7.	Were local business organizations contacted? Do you have names and dates of contact? What were the Results of the contact? Please so	Yes ✓ No ee attached SBLPP log.
8.	Were SBLPP businesses contacted directly? If so, attach documentation. Yes. Please see attached SBLPP log.	
9.	Are there other documents to confirm best faith efforts of small business outreach activities? Please see attached SBLPP log.	Yes <u>✓</u> No

From:

@mvtransit.com]

Sent:

vveonesday, February 27, 2013 2:13 PM

To:

Cc: Subject:

RE: RFP CQ12169/KAM

Attachments:

DC, WMATA (Hanover Uniform Co - LOI).pdf

Good Afternoon

Please see updated LOI/Service Agreement for Hanover Uniforms.

Let me know if you have any additional questions.

Regards,

Sr. Vice President Business Development

Phone: Fax

Cell

Email mvtransit.com

www.mvtransit.com



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From:

@wmata.com]

Sent: Tuesday, February 26, 2013 1:26 PM

To:

Subject: FW: RFP CQ12169/KAM

Importance: High

Fourth and final e-mail



From @mvtransit.com]

Sent. Friday, February 22, 2013 7:54 PM

To:

Cc:

Subject: FW: RFP CQ12169/KAM

Please see attached.

From

Sent: Tuesday, January 22, 2013 2:30 PM To: @wmata.com

Cc @wmata.com);

Subject: RE: RFP CQ12169/KAM

Please see MV's contract with Hanover Uniforms (SBLPP).

Regards,

From: Dmvtransit.com]

Sent: Thursday, February 28, 2013 9:53 AM

To: Cc:

Subject: RE: Insurance Certificate

Good Morning

Please see adjusted certificate listing property insurance.

Regards,

Sr. Vice President Business Development

Phone

Fax: Cell:

Email: @mvtransit.com

www.mvtransit.com



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From: @wmata.com]

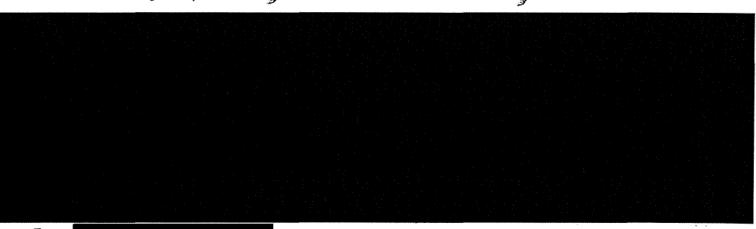
Sent: Wednesday, February 27, 2013 6:51 PM

To:

Subject: Insurance Certificate

After reviewing your Insurance Certificate, our Office of Risk stated you did not provide Property Insurance. Please provide this ASAP.

Thank you.



From: @mvtransit.com]

Sent: Thursday, February 28, 2013 9:53 AM

To: Cc:

Subject: RE: Insurance Certificate

Good Morning

Please see adjusted certificate listing property insurance.

Regards,

Sr. Vice President Business Development

Phone:
Fax:
Cell:

Email: @mvtransit.com

www.mvtransit.com



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From: @wmata.com]

Sent: Wednesday, February 27, 2013 6:51 PM

To

Subject: Insurance Certificate

After reviewing your Insurance Certificate, our Office of Risk stated you did not provide Property Insurance. Please provide this ASAP.

Thank you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

ti	MPORTANT: If the certificate holder is ne terms and conditions of the policy, ertificate holder in lieu of such endors	certa	in p	olicies may require an en						
McC	DUCER Griff, Seibels & Williams of Oregon				CONTAC NAME: PHONE (A/C, No	T		FAX (A/C, No)	_	
1800 SW First Avenue, Suite 400 Portland, OR 97201					E-MAIL			[(A/C, No))		
					ADDRES		UDED/OLAFFOR	DUI 00/50405		T
								Company		NAIC#
INSL	IRED						ican Insurance	pany of North America		22667
MV	Transportation, Inc. and subsidiaries 4 College Street						Insurance Com			43575
	Horn, IA 51531						insurance Com	pany		19437
					INSURER D: INSURER E:					
					INSURE					
CO	VERAGES CER	TIFIC	ATE	NUMBER:W75KHVSP	MOUNE	VI.		REVISION NUMBER:		
C	HIS IS TO CERTIFY THAT THE POLICIES O IDICATED. NOTWITHSTANDING ANY REQ ERTIFICATE MAY BE ISSUED OR MAY PER KCLUSIONS AND CONDITIONS OF SUCH	UIREN RTAIN, POLIC	THE	T, TERM OR CONDITION OF A INSURANCE AFFORDED BY LIMITS SHOWN MAY HAVE I	ANY CO Y THE P BEEN RI	NTRACT OR (OLICIES DES(EDUCED BY F	OTHER DOCU CRIBED HERE PAID CLAIMS.	MENT WITH RESPECT TO	WHIC	CH THIS
INSR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
A	GENERAL LIABILITY			HDO G27016236		02/01/2013	02/01/2014	EACH OCCURRENCE	s	5,000,000
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	CLAIMS-MADE X OCCUR	Š				ì		MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	s	5,000,000
								GENERAL AGGREGATE	\$	5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	5,000,000
	X POLICY PRO- JECT LOC							001101115000000000000000000000000000000	\$	
Α	AUTOMOBILE LIABILITY			ISA H08713935		02/01/2013	02/01/2014	COMBINED SINGLE LIMIT (Ea accident)	S	5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$		
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$		
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	S	
	EXCESS LIAB CLAIMS-MADE	İ						AGGREGATE	\$	
	DED RETENTIONS WORKERS COMPENSATION			WLR C47129825 (AOS)		02/01/2013	02/01/2014	✓ WC STATU- OTH-	\$	
B	AND EMPLOYERS' LIABILITY Y/N	l WI		WLR C47129837 (CA & MA)		02/01/2013	02/01/2014	^ TORY LIMITS ER		4 000 000
		N/A		WCU C47129849 (OH & WA) SCF C47129850 (WI)				E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE		1,000,000
-C	DESCRIPTION OF OPERATIONS below PROPERTY			012-944-736		02/01/2013	02/01/2014	E.L. DISEASE - POLICY LIMIT Each Occurrence	\$	1,000,000
•	Building & Business Personal Property - Repalcement Cost subject to SOV			012 044-700		02/01/2013	02/01/2014	Lucii Occurrence	S	200,000
	All Risks with standard exclusions								\$	
Re: \ Und WAS Gen WAS	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE VMATA MetroAccess OCC RFP CQ12169/ er the Auto Liability Policy shown above, syliching Ton METROPOLITAN AREA TRANSeral and Auto Liability coverage as required thing Ton METROPOLITAN AREA TRANSecustody and control.	KAM mbol SIT Al by w	1 (and JTHC ritten	y auto coverage) is utilized. DRITY is named as an Additi contract subject to policy ter	ional Ins	ured as respe ditions and ex	cts the operat			
CEI	RTIFICATE HOLDER				CANC	ELLATION				
								ESCRIBED POLICIES BE CA		

Page 1 of 2 © 1988-2010 ACORD CORPORATION. All rights reserved.

ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

600 5TH STREET NW

WASHINGTON, DC 20001

ROOM 3801

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY WMATA MetroAccess OCC RFP CQ12169/KAM

AGENCY CUSTOMER ID:	
I OC #1	



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER McGriff, Seibels & Williams of Oregon		INSURED MV Transportation, Inc. and subsidiaries
POLICY NUMBER		
CARRIER	NAIC CODE	
		ISSUE DATE: 02/28/2013

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: ___

Auto Physical Damage

Insurance Company: Ace American Insurance Company Policy #: ISA H08713935 Policy Period: 2/1/13 - 2/1/14 Limit: Actual Cash Value

ACORD 101 (2008/01)

CERTIFICATE NUMBER: W75KHVSP



@mvtransit.com]

Sent: Monday, February 25, 2013 2:09 PM

To

Cc:

Subject: RE: CQ12169/KAM, OCC - Small Business Signed Agreement

Good Morning

Please see attached insurance certificate.

Let me know if you have any questions.

Regards,

Sr. Vice President Business Development

Phone

Fax:

Cell:

Email @mvtransit.com

www.mvtransit.com



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From:

Sent: Sunday, February 24, 2013 10:23 PM

To:

Cc:

Subject: RE: CQ12169/KAM, OCC - Small Business Signed Agreement

Good Evening

Pursuant to your request for the dollar amounts showing that MV meets the 2% SBLPP goal, please see below revised information based on our BAFO:

Opportunity	Company	Contract Amount	Percentage
Quality Assurance & Eligibility Staff	Diamond Transportation	5 yr estimate \$1,515,972	2.11%
Uniforms	Hanover Uniform	5 yr estimate \$90,000	0.13%
Training Customer Service/ADA	Simon & Simon	5 yr estimate \$37,500	0.05%
COGNOS BI	SL King	Option	Option

Let me know if you have any additional questions.

I will send you the insurance certificate on Monday morning.

Regards,

Sr. Vice President Business Development

Phone: Fa Ce

Ema

www.mvtransit.com



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From:

Sent: Friday, February 22, 2013 4:53 PM

To:

Cc:

Subject: RE: CQ12169/KAM, OCC - Small Business Signed Agreement

Good Evening

Pursuant to our conversation a bit ago I will re-send the contracts we have with our SBLPP firms for the OCC that I sent to you on 1/22. There will be a total of 3 emails coming after this one (just SBLPP contracts). In addition, I will send the new insurance certificate on Monday morning.

Please let me know if you do not receive the three emails.

Regards,

Sr. Vice President Business Development

Phone: Fax: Cell:

mail: @mvtransit.com

www.mvtransit.com



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From: Dwmata.com

Sent: Friday, February 22, 2013 3:41 PM

To: Cc:

Subject: CQ12169/KAM, OCC - Small Business Signed Agreement

WMATA requested you submit a signed agreement between you and the companies you will be using to fulfill the 2% Small Business requirement in the RFP. Please provide the signed agreement along with the dollar amounts showing you meet the 2% for each company by 12 Noon, Monday, February 25th.

Thank you



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

600 5TH STREET NW ROOM 3801

WASHINGTON, DC 20001

CERTIFICATE OF LIABILITY INSURANCE

01/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in fleu of such endorsement(s).

PRO	ertificate holder in lieu of such endo		,-,		CONTACT NAME:					
Mc	Griff, Seibels & Willlams of Oregon O SW First Avenue, Suite 400				PHONE (A/C, No, Ext): (A/C, No):					
	tland, OR 97201				E-MAIL ADDRESS:					
							URER(S) AFFOR	RDING COVERAGE		NAIC #
					INSURE	R A :ACE Amer				22667
	JRED				INSURE	R B :Indemnity	Insurance Com	pany of North America		43575
202	Transportation, Inc. and subsidiaries 4 College Street				INSURE	RC:				
Elk	Horn, IÅ 51531				INSURE	RD:				
					INSURE	RE:				
					INSURE	RF:				
	· · · · · · · · · · · · · · · · · · ·			NUMBER:AAZ67PDB				REVISION NUMBER:		
11	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY RE- ERTIFICATE MAY BE ISSUED OR MAY PE XCLUSIONS AND CONDITIONS OF SUCH	QUIREN	MENT THE CIES.	, TERM OR CONDITION OF INSURANCE AFFORDED B' LIMITS SHOWN MAY HAVE	ANY CO	NTRACT OR (OLICIES DES(EDUCED BY F	OTHER DOCU CRIBED HERE PAID CLAIMS.	MENT WITH RESPECT TO EIN IS SUBJECT TO ALL TH	WHICH E TERM	THIS
A	TYPE OF INSURANCE	INSR	WVD	POLICY NUMBER HDO G27016236		POLICY EFF (MM/DD/YYYY) 02/01/2013	POLICY EXP (MM/DD/YYYY) 02/01/2014	LIMIT		5 000 000
^	GENERAL LIABILITY			1100 0270 10230	ĺ	02/01/2013	02/01/2014	EACH OCCURRENCE DAMAGE TO RENTED	\$	5,000,000
	X COMMERCIAL GENERAL LIABILITY							PREMISES (Ea occurrence)	\$	100,000
	CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$	5,000,000
		-	ĺ					PERSONAL & ADV INJURY	\$	5,000,000
		.						GENERAL AGGREGATE	\$	5,000,000
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Α	AUTOMOBILE LIABILITY			ISA H08713935		02/01/2013	02/01/2014	COMBINED SINGLE LIMIT	s	5,000,000
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	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
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	UMBRELLA LIAB OCCUR	T					.,	EACH OCCURRENCE	5	
	EXCESS LIAB CLAIMS-MADI							AGGREGATE	S	
	DED RETENTIONS								ş	
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C47129825 (AOS) WLR C47129837 (CA & MA) WCU C47129849 (OH & WA)	02/01/2013	02/01/2013	02/01/2014	X WC STATU- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		WCU C47129849 (OH & WA) SCF C47129850 (WI)	}			E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory In NH)			,				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
									S	
			ĺ						s s	
050	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	150 (4)		CORD 101 Additional Parante P	-badula	16	ra guilea d'		\$	
Und WAS Gen WAS	er the Auto Liability Policy shown above, s SHINGTON METROPOLITAN AREA TRAI eral and Auto Liability coverage as require SHINGTON METROPOLITAN AREA TRAI , custody and control.	ymbol 1 NSIT AU Id by wr	1 (any JTHC ritten	y auto coverage) is utilized. PRITY is named as an Additi contract subject to policy ter	ional Ins	ured as respenditions and ex	cts the operati			•
CE	RTIFICATE HOLDER				CANC	ELLATION				
					THE	EXPIRATION D	DATETHEREO	ESCRIBED POLICIES BE CA F, NOTICE WILL BE DELIVE Y PROVISIONS.		

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID:	
LOC #:	



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER McGriff, Seibels & Williams	of Oregon		INSURED MV Transportation, Inc. and subsidiaries
POLICY NUMBER			
CARRIER		NAIC CODE	
			ISSUE DATE: 01/30/2013

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: __

Auto Physical Damage

Insurance Company: Ace American Insurance Company Policy #: ISA H08713935 Policy Period: 2/1/13 - 2/1/14 Limit: Actual Cash Value



Printed By
Date Printed: February 25, 2013

Live Report: MV TRANSPORTATION, INC.

D-U-N-S® Number: 10-418-3132

Endorsement/Billing Reference: @wmata.com

Address

Address

5910 N Central Expy Ste Location Type Headquarters
1145

Oallas TX - 75206

Phone

Fax

Endorsement : @wmata.com

Company Summary

•

Currency: Shown in USD unless otherwise indicated

Score Bar

PAYDEX® 73

Commercial Credit Score Percentile 90

Financial Stress Score National Percentile 30

D&B Rating 1R4

Credit Limit - D&B Conservative 750,000.00

Bankruptcy Found N

D&B Company Overview

This is a headquarters location

Branch(es) or Division(s) exist Chief Executive

Year Started

Employees

12389 (100 Here)

Financing

SECURED

SIC

4111

Line of business

Local/ suburban transportation

NAICS

485111

History Status

CLEAR

Company News

Today: Monday, February 25, 2013

This company is not currently tracked for Company News.

Powered by FirstRain

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	1	05/11/12
Liens	0	-
Suits	7	08/15/12
UCCs	89	12/13/12

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

Detailed	Trade	Risk	Insight™

Days Beyond Terms Past 3 Months

2 Days

Dollar-weighted average of 16 payment experiences reported from 13 Companies

Recent Derogatory Events

	Nov-1	2 Dec-	12 Jan-13	
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Placed for Collection	-	-		
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Bad Debt Written Off	-	-	-	

© 2005-2013 Dun & Bradstreet, Inc.



Printed By: Date Printed: February 25, 2013

Live Report: MV TRANSPORTATION, INC.

D-U-N-S® Number: 10-418-3132 Endorsement/Billing Reference:

gwmata.com

D&B Address

Address

Phone Fax 5910 N Central Expy Ste 1145

Dallas,TX - 75206

Location Type Web Headquarters

www.mvtransit.com

Endorsement : @wmata.com

Company Summary

Currency: Shown in USD unless otherwise indicated

tod 🖼

Score Bar

PAYDEX®

73

Commercial Credit Score Percentile

90

Financial Stress Score National Percentile

€ 90

D&B Rating

€ 30 1R4

Credit Limit - D&B Conservative

750,000.00

Bankruptcy Found

N

D&B Company Overview

This is a headquarters location

Branch(es) or Division(s) exist

Chief Executive

1976

Year Started Employees

1976 12389

Financing SIC 12389 (100 Here) SECURED 4111

Line of business

Local/ suburban transportation

NAICS History Status 485111 CLEAR

Company News

Today: Monday, February 25, 2013

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Days Beyond Terms Past 3 Months

2 Days

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Recent Derogatory Events

Placed for Collection - - - - - - - Bad Debt Written Off - - - - - -

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D-U-N-S® Number: 10-418-3132

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D&B Address

Address

Phone Fax 5910 N Central Expy Ste

Dallas,TX - 75206

Location Type

Headquarters

Web

www.mvtransit.com

Endorsement:

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

PAYDEX®

Commercial Credit Score Percentile

Financial Stress Score National Percentile

30

D&B Rating

1R4

Credit Limit - D&B Conservative

750,000.00

Bankruptcy Found

Ν

D&B Company Overview

This is a headquarters location

Branch(es) or Division(s) exist

Chief Executive

Year Started Employees

12389 (100 Here)

Financing SIC

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Line of business

History Status

Local/ suburban transportation

NAICS

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UCCs	89	12/13/12

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

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Days Beyond Terms Past 3 Months

2 Days

Dollar-weighted average of 16 payment experiences reported from 13 Companies

Recent Derogatory Events

Nov-12 Dec-12 Jan-13

Placed for Collection - -
Bad Debt Written Off - - -

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Printed By:

Date Printed: February 25, 2013

Live Report: MV TRANSPORTATION, INC.

D-U-N-S® Number: 10-418-3132

Endorsement/Billing Reference:

@wmata.com

D&B Address

Address

5910 N Central Expy Ste 1145

Dallas,TX - 75206

Location Type

Web

Headquarters

www.mvtransit.com

Endorsement:

Phone

Fax

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

PAYDEX®

Commercial Credit Score Percentile

Financial Stress Score National Percentile

30

D&B Rating 1R4

Credit Limit - D&B Conservative 750,000.00

Bankruptcy Found

D&B Company Overview

This is a headquarters location

Branch(es) or Division(s) exist

Chief Executive

Line of business

Year Started

Employees 12389 (100 Here) SECURED Financing

4111

Local/ suburban transportation

NAICS 485111

History Status CLEAR Company News

Today: Monday, February 25, 2013

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Judgments	1	05/11/12
Liens	0	
Suits	7	08/15/12
UCCs	89	12/13/12

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Printed By: Date Printed: February 25, 2013

Live Report: MV TRANSPORTATION, INC.

D-U-N-S® Number: 10-418-3132

Endorsement/Billing Reference:

D&B Address

Address

5910 N Central Expy Ste

Dallas,TX - 75206

Location Type

Web

Headquarters

www.mvtransit.com

Company News

News.

Powered by FirstRain

Public Filings

Record Type

Bankruptcies

Judgments

Phone Fax

Today: Monday, February 25, 2013

This company is not currently tracked for Company

Endorsement: nata.com

Most Recent

Filing Date

05/11/12

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

PAYDEX®

73

Commercial Credit Score Percentile

90

Financial Stress Score National Percentile

30

D&B Rating

1R4

Credit Limit - D&B Conservative

750,000.00

Bankruptcy Found

D&B Company Overview

This is a headquarters location Branch(es) or Division(s) exist

Chief Executive

1976

CLEAR

Year Started Employees Financing SIC

12389 (100 Here) SECURED

Line of business NAICS

History Status

485111

4111

Local/ suburban transportation

> The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

Liens 0 Suits 7 08/15/12 **UCCs** 12/13/12

The following data includes both open and closed filings

Number of

Records

0

1

found in D&B's database on this company.

2/25/2013

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Days Beyond Terms Past 3 Months

2

Days

Dollar-weighted average of 16 payment experiences reported from 13 Companies

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Recent Derogatory Events

Nov-12 Dec-12 Jan-13

Placed for Collection -

Bad Debt Written Off - - -

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Printed By:

Date Printed: February 25, 2013

Endorsement:

Live Report: MV TRANSPORTATION, INC.

D-U-N-S® Number: 10-418-3132

Endorsement/Billing Reference:

@wmata.com

D&B Address

Address

5910 N Central Expy Ste

Dallas,TX - 75206

Location Type

Web

Headquarters

www.mvtransit.com

Phone

Fax

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

PAYDEX®

🕞 7:

Commercial Credit Score Percentile

9 90

Financial Stress Score National Percentile

€7 90 €7 30

D&B Rating

1R4

Credit Limit - D&B Conservative

1K4

Bankruptcy Found

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Ν

D&B Company Overview

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Chief Executive

1976

Year Started Employees Financing

12389 (100 Here) SECURED

Line of business

4111 Local/ suburban transportation

NAICS History Status

SIC

485111 CLEAR **Company News**

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Liens	0	
Suits	7	08/15/12
UCCs	89	12/13/12

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

Detailed Trade Risk In	sight™	• • • • •		
Days Beyond Terms Pa	ast 3 M	lonths		
2 Days				
Dollar-weighted averag reported from 13 Comp		paymen	t experien	ce
Recent Derogatory Eve	ents			
	Nov-1	2 Dec-12	Jan-13	
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Bad Debt Written Off	-	-		

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Company 5

Detailed Tr Insight

Corporate

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Trade Payr

Public Filin

Special

History & (

Financials

How helpful w D&B informat company?

Special Events

Currency: Shown in USD unless otherwise indicated

10/15/2012

A Rating change has occurred on this company.

08/06/2012 -MERGER/ACQUISITION:

According to published reports on January 31, 2012, MV Transportation, Inc., DUNS 104183132, (Fairfield, CA), announced it has acquired Transportation Management Services UK Limited, the Major Games Division and wholly owned subsidiary of Transportation Management Services, Inc.

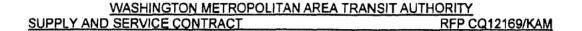
Business address has changed from 4620 W America Dr., Fairfield , CA, 94534 to 5910 N Central Expy Ste 1145, Dallas, TX, 75206.

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PRE-AWARD EVALUATION DATA

Machinetes Matropoliton Area Transit Authority

		Washington Metropolitan Area Transit Authority
PROJE	ECT DESCRIPT	TION: MetroAccess Paratransit Services
1.	Name of Firm	MV Transportation, Inc.
2.	Address:	5910 N. Central Parkway, Ste. 1145, Dallas, TX 75206
3.	[] Individual [[] Partnership [✔] Corporation [] Joint Venture
4.	Date Organized	d December 1978
	State in which i	incorporated California
5.	Names of Office	eers or Partners:
	a.	
	b.	
	C.	
	d.	

6. How long has your firm been in business under its present name? 34 years

f.

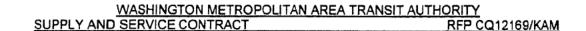
- 7. Attach as SCHEDULE ONE a list of similar current contracts which demonstrates your technical proficiency, each with contract amount, name of contracting party, character or type of work and percentage of completion. Please see attached Schedule One
- Attach as SCHEDULE TWO a list of similar contracts, each with contract amount, name of 8. contracting party, and character or type of work for similar contracts completed in the last two years. Please see attached Schedule Two
- 9. In the last two years have you ever been denied an award where you were low bidder/ Offeror? Yes

If the answer is YES, attach as SCHEDULE THREE the full particulars regarding each occurrence. Please see attached Schedule Three

10. Have you ever failed to complete, in the last two years, any contract on which you were the low bidder/Offeror? No

If the answer is YES, attach as SCHEDULE FOUR, the full particulars regarding each occurrence. N/A

- Financial resources available as working capital for the Contract: 11.
 - a. Cash on hand: \$113.5 Million Available Credit
 - b. Sources of credit: Wells Fargo Bank



- 12. Attach as SCHEDULE FIVE certified financial statements available for the last 2 years and letters from banks regarding credit as required by the Pre-Award Information article.
- 13. What percentage of work (contract amount) do you intend performing with your own personnel? %. Please see attached
- 14. Attach as SCHEDULE SIX a list of all principal subcontractors and the percentage and character of work (contract amount) which each will perform. Principal items of work shall include, but not be limited to, those items listed in the Pre-Award Information article of the Request for Proposal/Invitation for Bid.
- 15. If the Contractor or subcontractor is a joint venture, submit PRE-AWARD EVALUATION DATA forms for each member of the joint venture.

The above information is confidential and will not be divulged to any unauthorized personnel.

The undersigned certifies to the accuracy of all Information.

COMPANY:	MV Transportation, Inc.
SIGNATURE:	
NAME:	
TITLE:	President/Chief Operating Officer
DATE:	August 2, 2012

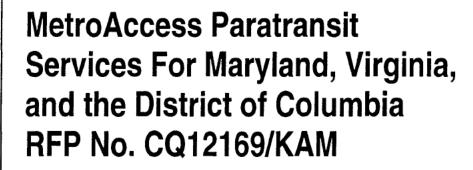
SCHEDULE ONE



PROPOSAL TO

Washington Metropolitan Area Transit Authority

FOR



Operations Control Center Volume III – Contractual

Dated: August 24, 2012





SUBMITTED TO:

Washington Metropolitan Area Transit Authority

, Contract Administrator

Third Floor File Room Jackson Graham Building 600 Fifth Street, N.W. Washington, DC 20001

Telephone:

SUBMITTED BY:

MV Transportation, Inc.

and all subsidiaries, joint ventures, partnerships and affiliates, Senior Vice President 5910 N. Central Expressway, Suite 1145
Dallas, TX 75206

Telephone:
Facsimile:



We Provide Freedom™

August 21, 2012

Washington Metropolitan Area Transit Authority
Office of Procurement and Materials
Third Floor File Room
Jackson Graham Building
600 Fifth Street, N.W.
Washington DC 20001
Attn:

RE: RFP CQ12169/KAM, Operations Control Center (MACS-OCC)
Volume III - Contractual

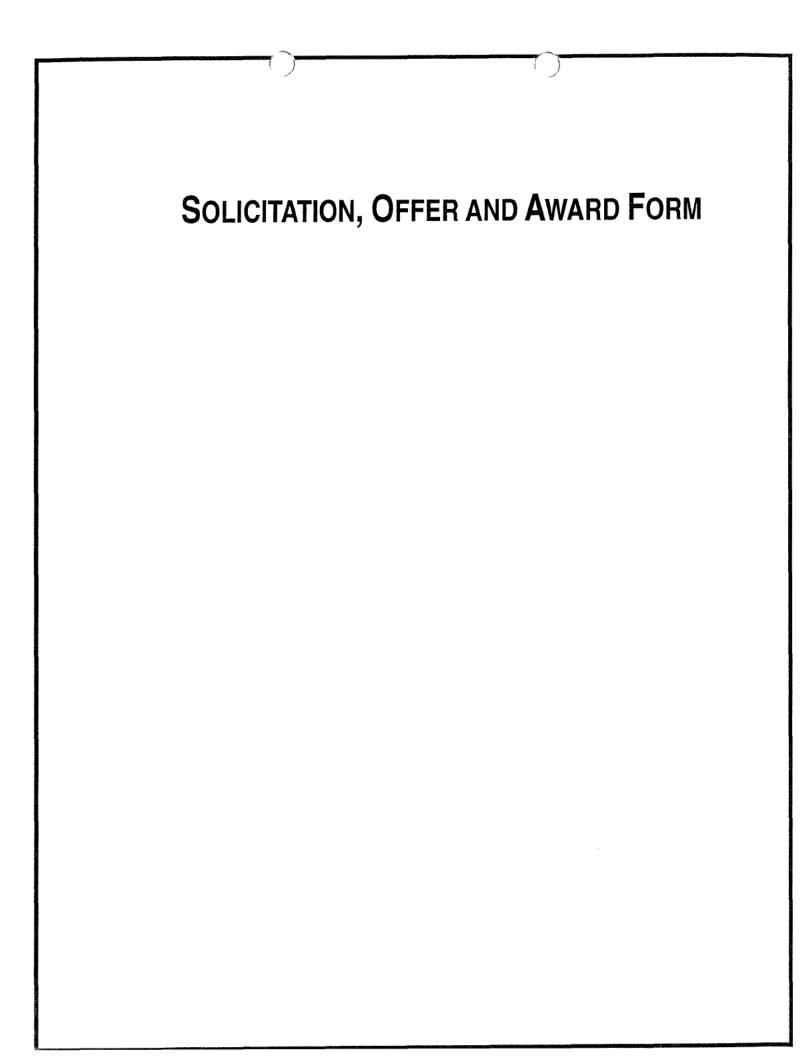
Dear

It is with my sincere gratitude that I, on behalf of MV Transportation, Inc., submit the company's response to Washington Metropolitan Area Transit Authority's Request for Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia (RFP CQ12169/KAM). The documents contained herein include all completed and signed forms required by WMATA pertaining to this solicitation.

(senior vice president) will serve as your primary contact for this procurement and is authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). can be reached any time of day at and via email at a mountain and any time of day at
Thank you for your consideration; I encourage you to retain MV Transportation as your partner for the provision of the MetroAccess Operations Control Center. We look forward to working with you throughout this procurement.

Sincerely,

Chief Operating Officer





WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY SOLICITATION, OFFER AND AWARD

CONTRACT NO.		RFP CQ12169/KAM	DATE ISSUEL		Office of Procu	OF PROCUREMENT rement
			June 1, 2012		600 Fifth Street, N.W.	
		X ADVERTISED NEGOTIATE	D	l l	ashington, DO	•
		201	ICITATION			
Sealed offer	r in original and	TWO (2) copies for furnishing the s	ICITATION upplies or services in	the schedules will i	be received at	
Authority un	til 2:00 P.M.	local time August 17, 2012				
		(Date) lation, offers will be publicly opened at that 5: See paragraph 6 of Solicitation Instruction				
 The Solid The Gen The Sche 	eral Provisions, edule included h	following: ons which are attached. which are attached. erein and/or attached hereto. presentations, certifications, and specificati	ions, as are attached	or incorporated her	rein by reference.	
Bidder's	Phone Num	ber	Bidder's	Fax Number		
		SC	HEDULE	47. (4.1.		
ITEM NO.		SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SERVICE I	CESS PARATRANSIT FOR MARYLAND, VIRGINIA, DISTRICT OF COLUMBIA				
		see continuation of schedule on page 13)				
		r				
DUN & BRA	ADSTREET ID N	UMBER: 10-418-3132				
			FFEROR			
Name and	M// Trans		Name and Title of F	Person Authorized to	o Sign Offer (Print o	r Type)
Address (Street, city,		sportation, Inc.	<u></u>			
county, state, and zip code)		Central Parkway, Ste. 1145		Presider	nt/Chief Ope	rating Officer
	Dallas, T	X /5206	Signature		Offer Date	
	hack if ramittance is	different from above — enter such address in Schedule			Augi	ust 2, 2012
	A TOTAL IT TOTALIZATION IS C	AWARD (To be cor	npleted by The	Authority)		
		ACCEPTANCE AND AWARD ARE HE	REBY MADE FOR T			
		ITEM NO.		QUANTITY	UNIT	UNIT PRICE
		•				
The total am	ount of this awar	rd is \$				
	Name - (0 "	Officer (Print of Tree)	NOTON METROPOLITANT	DANGIT ALITHODITY		WARD DATE
	Name of Contracti	ng Officer (Print of Type) WASHII	NGTON METROPOLITAN T	MANORI AUTHORITY	A	WARD DATE

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SOLICITATION, OFFER AND AWARD CONTINUATION SHEET

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS

TO SOLICITATION RFP CQ12169/KAM			
Amendment Number	1	Dated	June 7, 2012
Amendment Number	2	Dated	June 19, 2012
Amendment Number	3	Dated	June 29, 2012
Amendment Number	4	Dated	July 13, 2012
Amendment Number	5	Dated	July 30, 2012
Amendment Number	6	Dated	August 2, 2012
Amendment Number	7	Dated	August 8, 2012

Failure to acknowledge receipt of all amendments may render the offer unacceptable.

		(Check One)
1	Are you a WMATA self-certified SBLPP vendor? (Provide copy of SBLPP Congratulatory document).	YesNo <u>√</u>
2	What is your firm's proposed SBLPP Goal for this project? SBLPP Goal for this Project-Minimum SBLPP Goal is 2%.	2.09%
3.	List subcontracting opportunities and dollar amount below. (Attach additional document)	
	Opportunity Dollar Value Quality Assurance & Eligibility Staff Provided by Diamond Transportation 5 year estimate \$1,475,000	
	Uniforms Provided by Hanover Uniform 5 year estimate \$90,000	
	Training Customer Service/ADA Provided by Simon & Simon 5 year estimate \$37,500	
	COGNOS BI Provided by SL King Option	
4.	Are there WMATA self-certified small businesses in the subcontractor categories? (Provide the names and categories of firms that will be utilized. Attach additional document.) Please see SBLPP log attached.	Yes <u>√</u> No
5.	Was WMATA's Office of Procurement, Small Business & Local Preference Coordinator contacted for support and assistance?	Yes_✓_No
6.	Were advertisements placed? If so with what paper(s)? How long did the ad run? Placed 2 ads for 1 day each in both the Washington Post and the Washington	
7.	Were local business organizations contacted? Do you have names and dates of contact? What were the Results of the contact? Please s	Yes ✓ No ee attached SBLPP log
8.	Were SBLPP businesses contacted directly? If so, attach documentation. Yes. Please see attached SBLPP log.	
9.	Are there other documents to confirm best faith efforts of small business outreach activities? Please see attached SBLPP log.	Yes_ ✓ No

EVIDENCE OF AUTHORITY TO SIGN

CERTIFICATE OF SECRETARY

OF

CORPORATE RESOLUTION OF BOARD OF DIRECTORS

OF

MV TRANSPORTATION, INC.

I, LISA M. WINSTON, do hereby certify as follows:

- 1. I am the Secretary of MV Transportation, Inc., a California Corporation duly organized and validly existing under the laws of the State of California.
- The following represents a true, complete and correct copy of a resolution duly adopted by the Board of Directors of MV Transportation, Inc., on August 16, 2012.
- 3. The following resolution is now in full force and effect.

WHEREAS, the Board of Directors ("Board") of MV Transportation Inc. has reviewed a proposed bid model to be submitted in response to the Washington Metropolitan Area Transit Authority (WMATA) Request for Proposal;

WHEREAS, after a detailed discussion of the proposed submission, the Board believes it is in the best interest of the Company to submit a bid to WMATA;

THEREFORE, RESOLVED that the Board hereby authorizes and empowers Chief Executive Officer, to approve and direct the submission of the final bid to WMATA:

RESOLVED FURTHER that the Board authorizes the following officers, in the name and on behalf of the Corporation, to submit the final proposal as approved by and, accordingly, to enter into and bind the Corporation to contracts with WMATA:

, President/Chief Operating Officer
, Chief Financial Officer
, General Counsel & Secretary
, Executive Vice President
, Senior Vice President
Executive Vice President

RESOLVED FURTHER, that the officers of the Corporation are authorized to take all actions necessary to effectuate the foregoing resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand this 21 day of August,

2012.



REQUIRED REPRESENTATIONS AND CERTIFICATIONS

From:

@mvtransit.com]

Sent:

Wednesday, January 16, 2013 8:47 PM

To:

Cc: Subject:

RE: CQ12169/KAM, Discussions for OCC

Attachments:

MV Signed Respresentations and Certification Form RFP CQ12169-KAM.pdf

Good Evening

Please see attached MV's signed Representation and Certification form for your review. I will send over the signed agreements with our identified SBLPP firms soon.

Given the scope of the discussion tomorrow identified in your below email the following people will be on the call for MV tomorrow:

President/COO

General Manager

, SVP Pricing

, SVP Business Development

Regards,

Sr. Vice President Business Development

Phone Fax Cel

@mvtransit.com

www.mvtransit.com



We Provide Freedom

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<u>@wmata.com</u>]

Sent: Wednesday, January 16, 2013 11:38 AM

Ta

Subject: CQ12169/KAM, Discussions for OCC

Good Afternoon:





WMATA received your response on December 31, 2012 as requested by our clarification request letter dated December 21, 2012. Your response was titled as a BAFO. Please note WMATA requested a Clarification to your proposed staffing, not a BAFO. WMATA considers this response a Clarification and not a BAFO.

This is a request for discussions on Thursday, January 17th at 1:00 P.M. EST via video conference, regarding your response to the clarification. Your response talks about changes in staffing, which reduced your total estimated cost by \$11,131,523 for ten years, but your pricing only reflects \$2.5 million, please be prepared to explain the difference.

In addition, a review of the response contained in your Volume III submittal revealed some issues which require correction. Please provide immediately to WMATA, a Signed Representation and Certification. Also, you must provide signed Agreement(s) with the small businesses you will be using to satisfy the SBLPP goal.

The time set for this video conference is 90 minutes. Please contact omega-wideo omega-wideo</



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY SUPPLY AND SERVICE CONTRACT RFP CQ12169/KAM

REPRESENTATIONS AND CERTIFICATIONS (NON-FEDERALLY FUNDED SUPPLY/SERVICE/CONSTRUCTION CONTRACTS)

REPRESENTATIONS

Instructions: Check or complete all applicable boxes or blocks on this form and submit it with your offer.

By submission of this offer, the offeror represents that it operates as [] an individual, [a partnersh
. P. T United Babille, assessment P. T Islat transfers P. T assessell assessmental as P. P.	

[] a limited liability company, [] a joint venture, [] a nonprofit organization, or [✔] a corporation, incorporated under the laws of the State of <u>California</u>

2. AFFILIATION AND IDENTIFYING DATA

TYPE OF BUSINESS ORGANIZATION

Each offeror shall complete (a), (b) if applicable, and (c) below, representing that:

- (a) It [] is, [√] is not, owned or controlled by a parent company. For this purpose, a parent company is defined as one which either owns or controls the activities and basic business policies of the offeror. To own another company means the parent company must own at least a majority, i.e., more than 50 percent, of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the offeror, such other company is considered the parent of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements or otherwise.
- (b) If the offeror is owned or controlled by a parent company, it shall insert in the space below the name and main office address of the parent company:

N/A	
Name of Parent Company	
N/A	
Main Office Address (including ZIP Code)	

(c) If the offeror has no parent company, it shall provide in the applicable space below its own Employer's Identification Number (E.I.N.), (i.e., number used on Federal Tax Returns or, if it has a parent company, the E.I. No. of its parent company).

Offeror E.I. Number: 94-2491705 or, Parent Company's E.I. Number: N/A

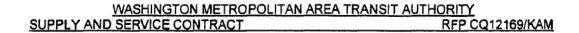
(d) If a Data Universal Numbering Systems (DUNS), number has not been established for the address entered on the Solicitation, Offer, and Award Form, the Authority will arrange for the assignment of this number after award of a contract and will notify the Contractor accordingly.

CERTIFICATIONS

3. COVENANT AGAINST GRATUITIES

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

Neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the Authority with the



view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

4. CONTINGENT FEE

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

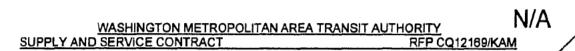
- (a) It [] has, [√] has not, employed or retained any company or persons (other than a full-time, bona fide employee working solely for the offeror) to solicit or secure this contract, and
- (b) It [] has, [√] has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract.

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or with any other competitor, as to any matter relating to such prices;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror prior to the opening of bids (in the case of a sealed bid solicitation) or prior to award (in the case of a negotiated procurement), directly or indirectly, to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each person signing this offer certifies that:
 - (1) He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or
 - (2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated; and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify.

6. NONDISCRIMINATION ASSURANCE

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, in connection with this procurement that it will not discriminate on the basis of race, color, creed, national origin, sex, age in the performance of this contract. The offeror is required to insert the substance of this clause in all subcontracts and purchase orders. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate. The offeror further agrees by submitting this offer that it will include this certification, without modification, in all subcontracts and purchase orders.



7. BUY AMERICA ACT CERTIFICATION - NOT APPLICABLE

(1)

The Buy America requirements apply to federally assisted construction contracts, and acquisition of goods or rolling stock contracts valued at more than \$100,000.

- (a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement it will comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.
- (b) An offeror must submit to the Authority the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. Mark the applicable certifications below:
 - products:

 [] Certificate of Compilance with 49 U.S.C. 5323(j)(1)

 The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

 [] Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

 The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Certification requirement for procurement of steel, iron, or manufactured

- Certification requirement for procurement of buses, other rolling stock and associated equipment:
- [] Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)
 The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

 [] Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)
 - The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND C	RTIFICATIONS
Name of Offeror: MV Transportation, Inc.	··········
Name and Title of Authorized Representative:	
Print and Sign Name President/Chief Operating Officer	January 16, 2013
Title	Date

REPRESENTATIONS AND CERTIFICATIONS (NON-FEDERALLY FUNDED SUPPLY/SERVICE/CONSTRUCTION CONTRACTS)

REPRESENTATIONS

Instructions: Check or complete all applicable boxes or blocks on this form and submit it with your offer.

1. TYPE OF BUSINESS ORGANIZATION

By submission of this offer, the offeror represents that it operates as [] an individual, [] a partnership, [] a limited liability company, [] a joint venture, [] a nonprofit organization, or [] a corporation, incorporated under the laws of the State of <u>California</u>.

2. AFFILIATION AND IDENTIFYING DATA

Each offeror shall complete (a), (b) if applicable, and (c) below, representing that:

- (a) It [] is, [] is not, owned or controlled by a parent company. For this purpose, a parent company is defined as one which either owns or controls the activities and basic business policies of the offeror. To own another company means the parent company must own at least a majority, i.e., more than 50 percent, of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the offeror, such other company is considered the parent of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements or otherwise.
- (b) If the offeror is owned or controlled by a parent company, it shall insert in the space below the name and main office address of the parent company:

N/A	
Name of Parent Company	
N/A	
Main Office Address (including ZIP Code)	

(c) If the offeror has no parent company, it shall provide in the applicable space below its own Employer's Identification Number (E.I.N.), (i.e., number used on Federal Tax Returns or, if it has a parent company, the E.I. No. of its parent company).

Offeror E.I. Number: 94-2491705 or, Parent Company's E.I. Number: N/A

(d) If a Data Universal Numbering Systems (DUNS), number has not been established for the address entered on the Solicitation, Offer, and Award Form, the Authority will arrange for the assignment of this number after award of a contract and will notify the Contractor accordingly.

CERTIFICATIONS

3. COVENANT AGAINST GRATUITIES

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

Neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the Authority with the

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY SUPPLY AND SERVICE CONTRACT RFP CQ12169/KAM

view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

4. CONTINGENT FEE

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (a) It [] has, [√] has not, employed or retained any company or persons (other than a full-time, bona fide employee working solely for the offeror) to solicit or secure this contract, and
- (b) It [] has, [v] has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract.

5. <u>CERTIFICATION OF INDEPENDENT PRICE DETERMINATION</u>

- (a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or with any other competitor, as to any matter relating to such prices;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror prior to the opening of bids (in the case of a sealed bid solicitation) or prior to award (in the case of a negotiated procurement), directly or indirectly, to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each person signing this offer certifies that:
 - (1) He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or
 - (2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated; and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify.

6. NONDISCRIMINATION ASSURANCE

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, in connection with this procurement that it will not discriminate on the basis of race, color, creed, national origin, sex, age in the performance of this contract. The offeror is required to insert the substance of this clause in all subcontracts and purchase orders. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate. The offeror further agrees by submitting this offer that it will include this certification, without modification, in all subcontracts and purchase orders.

7. BUY AMERICA ACT CERTIFICATION - NOT APPLICABLE

The Buy America requirements apply to federally assisted construction contracts, and acquisition of goods or rolling stock contracts valued at more than \$100,000.

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement it will comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.

	subject	t to a general waiver. General waivers are listed in 49 C.F.R. 661.7 Separate ments for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.	
(b)	An offeror must submit to the Authority the appropriate Buy America certification (below) we bids or offers on FTA-funded contracts, except those subject to a general waiver. Offers the not accompanied by a completed Buy America certification must be rejected as nonresponding the requirement does not apply to lower tier subcontractors. Mark the applicable certification:		
	(1)	Certification requirement for procurement of steel, iron, or manufactured products:	
		 [] Certificate of Compliance with 49 U.S.C. 5323(j)(1) The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5. [] Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1) The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7. 	
	(2)	Certification requirement for procurement of buses, other rolling stock and associated equipment:	
		 [] Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C) The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11. [] Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C) The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7. 	

Name of Offeror:

Name and Title of Authorized
Representative:

Print and Sign Name

Title

Date

PRE-AWARD EVALUATION DATA

Washington Metropolitan Area Transit Authority

PROJECT DESCRIPTION:	MetroAccess Faratransit Services
	The same of the contract

Motro Access Deretroneit Comisses

1. Name of Firm MV Transportation, Inc.

2. Address: 5910 N. Central Parkway, Ste. 1145, Dallas, TX 75206

3. [] Individual [] Partnership [✓ Corporation [] Joint Venture

4. Date Organized December 1978

State in which incorporated California

Names of Officers or Partners:



- 6. How long has your firm been in business under its present name? 34 years
- 7. Attach as SCHEDULE ONE a list of similar <u>current</u> contracts which demonstrates your technical proficiency, each with contract amount, name of contracting party, character or type of work and percentage of completion. Please see attached Schedule One
- Attach as SCHEDULE TWO a list of similar contracts, each with contract amount, name of contracting party, and character or type of work for similar contracts <u>completed</u> in the last two years. Please see attached Schedule Two
- 9. In the last two years have you ever been denied an award where you were low bidder/ Offeror? Yes

If the answer is YES, attach as SCHEDULE THREE the full particulars regarding each occurrence. Please see attached Schedule Three

 Have you ever failed to complete, in the last two years, any contract on which you were the low bidder/Offeror? No

If the answer is YES, attach as SCHEDULE FOUR, the full particulars regarding each occurrence. N/Δ

- 11. Financial resources available as working capital for the Contract:
 - a. Cash on hand: \$113.5 Million Available Credit
 - b. Sources of credit: Wells Fargo Bank

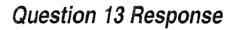
- 12. Attach as SCHEDULE FIVE certified financial statements available for the last 2 years and letters from banks regarding credit as required by the Pre-Award Information article.
- 13. What percentage of work (contract amount) do you intend performing with your own personnel? %. Please see attached
- 14. Attach as SCHEDULE SIX a list of all principal subcontractors and the percentage and character of work (contract amount) which each will perform. Principal items of work shall include, but not be limited to, those items listed in the Pre-Award Information article of the Request for Proposal/Invitation for Bid.
- 15. If the Contractor or subcontractor is a joint venture, submit PRE-AWARD EVALUATION DATA forms for each member of the joint venture.

The above information is confidential and will not be divulged to any unauthorized personnel.

The undersigned certifies to the accuracy of all information.

COMPANY:	MV Transportation, Inc.
SIGNATURE:	
NAME:	
TITLE:	President/Chief Operating Officer
DATE:	August 2, 2012





13. What percentage of work (contract amount) do you intend performing with your own personnel?

97.5%



Schedule Three

- 2012- Modesto CA. MV was low bidder but overall not the highest technically scored proposer. MV had taken an aggressive staffing approach in light of the City's financial challenges, but this actually counted against MV in the technical scoring. As such, MV was not the winner.
- 2011- Calaveras County, CA. MV was low bidder, but winning proposer had offered additional resources outside the scope of the RFP that the County felt made up for the cost difference. The winning bidder was able to leverage some resources it had in the region for marketing and passenger eligibility that MV was not able to offer.
- 2011- Pace Will County, IL. MV was low bid by \$30,000 but because the incumbent received a higher technical service evaluation client made a decision not to transition the contract.

SCHEDULE SIX

SCHEUDLE SIX

Opportunity	Company	Contract Amount	Percentage
Quality Assurance & Eligibility Staff	Diamond Transportation	5 yr estimate \$1,475,000	1.9%
Uniforms	Hanover Uniform	5 yr estimate \$90,000	.011%
Training Customer Service/ADA	Simon & Simon	5 yr estimate \$37,500	.004%
COGNOS BI	SL King	Option	Option

PRE-AWARD INFORMATION
THE AWARD IN ORMATION



Pre Award Information

(1) Pre Award Evaluation Data Form

Please see the following pages for MV's completed Pre-award Evaluation form.

Experience Record

The MV Story - an American Success

MV Transportation, Inc. and its subsidiaries have been providing transportation services for 56 years. MV's subsidiary company, Vallejo Citizens Transit Corporation (VCTC), began in 1956, when community leaders formed VCTC in an effort to preserve the City of Vallejo's fixed route service.

Just across the San Francisco bay, in 1975. formed an agreement with the City of San Francisco to provide transportation to persons with disabilities. They acquired three vans and pioneered transportation of persons with disabilities fifteen years in advance of the historic passing of the American with Disabilities Act into law in 1990.

Over the next two decades the company grew from a local bay area company to a national multimodal transportation provider. In 2005, MV acquired a controlling interest in VCTC, and added this organization's rich history to its own.

"MV is a true American success story. Through dedication to our passengers, our clients and our employees, MV has grown to be the largest United States-owned transportation management company in the nation. Our people and our dedication to serve truly make us different." —

Founder

Today the company remains the nation's largest American-owned passenger transportation company. The MV name represents MV Transportation, Inc. and its affiliates.

MV's History with WMATA

MV was awarded a contract to manage both call center and service delivery operations for the MetroAccess Service. As part of its proposal to operate the service, MV partnered with Trapeze and Mentor to meet WMATA's clear expectations in realizing a highly efficient, well-coordinated, technology focused and data driven service.

The transition period was not easy. When the previous providers terminated their contracts early, MV was asked to accelerate its transition and step into its contractor role faster than planned.





Among the many challenges MV had to overcome during this period, the team inherited copious amounts of incorrect or incomplete passenger data, including incorrect addresses. Additionally, MV was required to hire and train an entirely new staff in the OCC. Together, MV and WMATA worked through these challenges and have, year over year, improved both the quality and the amount of service provided by MetroAccess.

Over the past six years, trip volumes have fluctuated dramatically, and MV has demonstrated its ability to efficiently scale service up and down, depending on the need. Always seeking new and innovative ways to improve productivity, MV has proven its dedication in this area, with 2012 improvements reaching 10 percent.

The implementation of the Trapeze enterprise introduced passengers to new flexibility and ease in trip booking, trip conformation, and trip changes. The deployment of the PASS-WEB and PASS-IVR modules transformed the MetroAccess service into a state-of-the-art paratransit service. Additional deployments of EZ Pay and flex scheduling procedures further enhanced the ease and accessibility of this service.

Over the past contract term MV has also worked closely with the Accessibility Advisory Committee (AAC), who reinforces, refocuses, and prioritizes service objectives for MV's team. The collaborative effort between the AAC, MV, and WMATA is reflected in MetroAccess' successful performance.

When WMATA initiated its door-to-door service in 2008, MV worked side by side with the ACC and WMATA staff to educate riders and ensure service parameters were understood by all. These efforts included creating a collaborative instructional video about the new service. In 2009, when President Obama vowed to make the inauguration events the most open and accessible in history, MV worked with WMATA to provide service among unprecedented traffic congestion and excessive strain on WMATA's transit infrastructure.

Despite these successes, MV still faced ongoing challenges in identifying and maintaining the right
manager of the MetroAccess service. In 2010 MV brought on as its
MetroAccess vice president/general manager. had previously served as the company's vice
president for its contract with Microsoft Corporation, and had continuously demonstrated
unprecedented skill in managing high-profile, high-demand, technology-driven demand response
service. Under eadership, MV's service performance has reached an all-time high, with on
time performance consistently meeting or surpassing 92 percent, improving productivity, superior
safety performance, and the lowest customer complaint levels on MV's record in D.C.

These efforts mark MV's commitment not just as a contractor, but as a community partner who is vested in the success of the overall transit system. With the understanding that its operations must mirror WMATA's overall strategic initiatives and performance goals, MV has put WMATA-approved procedures in place for MetroAccess which parallel WMATA's fixed route and rail





systems. This includes, but is not limited to reaffirmations of building and living a safety culture, with increased attention and management relating to fatigue issues.

Safety campaigns, incentive programs, retraining and coaching initiatives, and detailed statistical analyses are some of the primary contributors to MV's success in reducing injuries and accidents. Additionally, MV's successful completion of third party audits of the MetroAccess fleet along with coordinated safety promotion between the OCC and dispatch, have further validated MV's safety program offers a 360° approach to safety management.

In closing, MV is confident that its experience operating the MetroAccess service demonstrates its clear qualifications to continue as a WMATA contractor. With the summer 2012 release of the MetroAccess RFP, MV is proud to report that customer satisfaction, on-time performance, and safety performance is at an all-time high. MV is well positioned to continue its successful operation of service, in partnership with WMATA staff.

Company Size and Statistics (As of August 2012)

Number of Employees: 16,860

Number of Vehicles: 9,290

2011 Annual Revenue

\$828,991

(000s):

Number of Contracts: 201

Number of Clients: 171

Number of Locations: 137 (27 states, Washington DC, British Columbia, Newfoundland

and Labrador, and Saudi Arabia)

Failure to Complete a

Contract:

In no case has MV had a contract terminated for default, or been

assessed liquidated damages as a result of the failure to complete a

contract within the specified time.





Concerns for Which Work is Performed

MV offers effective solutions in passenger transportation to cities, counties, transit agencies and private companies. Its breadth of experience encompasses fixed route, flex route, shuttle service, commuter service, as well as disabled transportation/paratransit, demand response, brokerage and call center service, and non-emergency Medicaid transportation (NEMT/NET). Most of MV's operations include the provision of ancillary services including bus maintenance, trip reservations and scheduling/call center, operator training, transit technology and support, facility management and maintenance, among many other services common to transit contracts.

Paratransit Experience

Operating more demand-based, reservation-based transportation than any other company, MV coordinates transportation services for multiple agencies and passenger groups in a manner that maximizes resources and controls costs. The company manages more than 100 demand-based transportation services programs across North America, serving diverse metropolitan areas such as Orlando, FL; Los Angeles, CA; New York, NY; Baltimore, MD; Phoenix, AZ; Fairfax, VA; Anchorage, AK; Cincinnati, OH; Vancouver, British Columbia; and of course, Washington, D.C.

Customer Profile

MV and its affiliates contract with cities, counties, special-purpose districts (both chartered and governmental), federal agencies, as well as private companies to provide customer-focused passenger transportation services. The company's history of satisfied customers and solid financial backing demonstrates its reliability and stability as a strong corporate partner. Further, the organization's dedication to serving the transportation needs of individual communities is evident in its operations and manifests in a myriad of functional approaches that promote customer care, leverage new technologies, recognize best practices, and control operating costs.

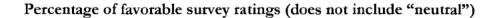
While each of MV's customers differ in size, service mode, scope, fleet composition, and operating environment, each trust MV to provide safe, reliable, professional transit service.

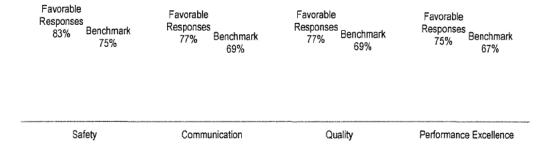
Employee Driven Excellence

In 2011, MV Transportation, Inc. initiated a semi-annual Engagement Survey to measure employee morale and monitor the consistency of company values and priorities throughout the organization. Facilitated by Kenexa, an independent research firm, the confidential survey was made available via a secure web portal to MV's 15,545 employees, with an initial response rate of 50 percent. Surveys were presented in both English and Spanish language options, and were based on a 5-point scale ("strongly disagree" to "strongly agree").









Employee responses gave the highest favorable ratings to the company's performance on **Safety, Communication, Quality** and **Performance Excellence**. MV employee responses for these top priorities were more favorable than the transportation industry benchmark by 8%.

MV strives to ensure that each and every MV employee – from front line staff to the chief executive officer – makes safety the top priority. This survey confirmed that safety, along with the company's other core values, are well integrated across the organization.

MV is committed to conducting this survey every six months in an effort to identify all opportunities to maintain and improve these performance indicators.

Success and Accolades

MV has been recognized by industry associations, community organizations, and businesses across the North America for its successful operations. Notably, the company was selected as the 2011 Corporate Citizen of the Year by the Conference of Minority Transportation Officials (COMTO). MV also received the prestigious MSVP Quality Excellence Award for the Microsoft Corporation for its shuttle work in Redmond, Washington. MV has been listed on INC Magazine's List of America's Fastest Growing Companies and remained on Black Enterprise Magazine's B.E. 100 list for eight consecutive years.

About MV's Board of Directors

Since becoming MV Transportation's CEO in August 2011, the continuous improvement of MV's MetroAccess contract and, most importantly, the safe and reliable transportation services it provides to its clients every day. By making safety his #1 priority, MV has continued to meet WMATA's safety contractual goals. The pelieves in having a direct, open and responsive relationship with the client and looks forward to his continued partnership with WMATA.





In his role as CEO, has focused on keeping MV committed to the delivery of world-class passenger transportation service by building upon the strength and values of MV's 35 year foundation. believes MV's success is directly tied to the success of its customers, and appreciates the partnership he experiences with WMATA in meeting all of the challenges of the MetroAccess operation. has met directly with MV's local supervisory team to discuss his concerns regarding customer service complaints and to determine the quickest and most efficient way to remedy passenger's worries about service.								
has nearly 35 years of consulting, management, and executive leadership experience and comes to MV from PricewaterhouseCoopers LLP. Throughout his 15 years here he was the global and U.S. managing partner for Capital Projects and Infrastructure practice and co-leader of the Global Government practice.								
From 1987 to 1996, was a partner of providing management and corporate turnarounds. also is the author of which is used in business school courses and has been translated into five languages.								
, Chairman of the Board								
is the chairman of MV's board of directors and former chie executive officer. In his 30+ year career, has contributed greatly to the passenger transportation industry. Few leaders in public transportation possess his resume, qualifications, and successes.								
From 1999 through 2008, served as MV's chief executive officer. Under his direction and leadership, the company grew considerably – from \$25M to more than \$450 million without major acquisition or merger – and transformed from a local San Francisco Bay Area company to a national industry leader.								
work with the Washington Metropolitan Area Transportation Authority, New York City Transit and the Central Florida Regional Transportation Authority in Orlando, Florida. A leader in paratransit management, guiding philosophy remains that "we must treat passengers with the dignity and respect that reminds each and every person that they are the reason MV is in business."								





Founder/Owner, Director

majority shareholder. He is a member of the company's board of directors, and has served two terms as Chief Executive Officer, from the company's founding in 1975 through 1999, and again from 2008 until 2010.

focus on growth and execution of the company's mission has remained steadfast. Under his guidance and astute business acumen, MV transformed from a family-owned mom and pop business to an aggressive competitor in the ever-changing transportation industry. He has consistently challenged MV's executive leadership team to surpass its growth goals while providing excellent service to both clients and passengers.

is a co-founder of MV Transportation, Inc. and remains a

An entrepreneur at heart and an architect in spirit, wision of building a quality and customer focused company that also offers MV's clients a cost-effective solution to their transportation needs has been realized. Tole on the company's Board of Directors assures corporate governance that is consistent with not only this vision, but effectively meets the changing dynamics of public transportation and its operating environment.

Throughout MV's existence, it has not been uncommon to find in one of the company's many divisions greeting drivers during their 4 a.m. pullouts, dispatching routes dressed in a driver's uniform, motivating employees to achieve their performance goals, or meeting with passengers to assure them MV is always ready to serve their transportation needs.

, Founder/Owner, Director

is the visionary who transformed transportation contracting with the founding of MV Transportation. She remains a majority owner of the company, a member of MV's Board of Directors, and a fierce defender of disability rights.

commitment to serving individuals with disabilities, as well as giving back to her community, is fueled by an unwavering drive to improve the quality of life for those most in need. MV's motto, "we provide freedom" reflects her story, and captures the spirit with which she leads the organization.

Beginning as MV's first vehicle operator, dispatcher, road supervisor, manager, and community liaison exemplifies all that MV represents – a commitment to professional development for employees and dedication to providing the best service possible to MV's clients and riders. She has





travelled the roads – literally and metaphorically – that each of MV's 12,000 employees travels each day, and has never forgotten what it takes to serve the passenger community.

Instrumental in MV's historic volunteer efforts during Hurricane Katrina, spearheaded the company's caravan to disaster stricken New Orleans in 2005. Under leadership, MV sent 52 vehicles and more than 100 personnel to assist in rescue and recovery operations for more than 2 months. While there, the MV team established shuttles between New Orleans and Baton Rouge for hospital patients to three of the city's functioning hospitals, and transported military personnel and residents to various parts of the state. Shortly thereafter, established the Freedom of Mobility Foundation, a charitable branch of the company with the ongoing goal to increase access to transportation for persons with disabilities and seniors.

is a member of several organizations, but finds her greatest joy in helping others through her many philanthropic endeavors, including her annual contributions to organizations such as Lighthouse For the Blind, the National Multiple Sclerosis Society, CASA (Court Appointed Special Advocates for Children), Centers for Independent Living, the National Coalition of 100 Black Women, Inc. and many others.

Statement by Financial Institutions

Please see letter from Wells Fargo Bank confirming MV's banking relationship.

(2) Financial Statements

MV's Financial Statements are included as *Schedule Five*, and attached to our Pre-Award Evaluation Form.



INSURANCE CERTIFICATION



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

600 5TH STREET NW **ROOM 3801**

WASHINGTON, DC 20001

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/19/2012

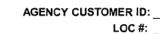
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

	he terms and conditions of the policy, ertificate holder in lieu of such endor				dorse	ment. A state	ement on this	s certificate does not co	nfer ri	ghts to the
_	DUCER			/	CONTA	СТ				
Mc	Griff, Seibels & Williams of Oregon				NAME: PHONE FAX					
1800 SW First Avenue, Suite 400 Portland, OR 97201					E-MAIL ADDRE			(A/C, No)		
ĺ							URER(S) AFFOR	RDING COVERAGE		NAIC#
					INSURI	ER A :ACE Amer				22667
INSI	JRED				INSURER B :Indemnity Insurance Company of North America					43575
MV Transportation, Inc. and subsidiaries 2024 College Street						INSURER C:				40010
Elk Horn, IA 51531					INSURI					
					INSUR	RE:				
					INSUR	RF:				
СО	VERAGES CER	TIFI	CATE	NUMBER:WZY7T2GK				REVISION NUMBER:		
C	HIS IS TO CERTIFY THAT THE POLICIES O IDICATED. NOTWITHSTANDING ANY REQ ERTIFICATE MAY BE ISSUED OR MAY PER XCLUSIONS AND CONDITIONS OF SUCH	UIRE RTAIN POLI	MEN I, THE CIES.	T, TERM OR CONDITION OF EINSURANCE AFFORDED B' LIMITS SHOWN MAY HAVE	ANY CO	ONTRACT OR OPPOLICIES DES REDUCED BY F	OTHER DOCU CRIBED HERI PAID CLAIMS.	MENT WITH RESPECT TO	WHICH	THIS
INSR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	GENERAL LIABILITY	-		HDO G26438585		02/01/2012	02/01/2013	EACH OCCURRENCE	\$	5,000,00
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,00
	CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$	5,00
								PERSONAL & ADV INJURY	s	5,000,00
								GENERAL AGGREGATE	\$	5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	5,000,00
	X POLICY PRO- JECT LOC								\$	
Α	AUTOMOBILE LIABILITY		i	ISA H08694254		02/01/2012	02/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$	5,000,00
	X ANY AUTO							BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION\$								\$	
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C46780863 (CA & MD) WLR C46780851 (AOS)		02/01/2012	02/01/2013	X WC STATU- TORY LIMITS OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		WCU C46780875 (XS) SCF C46781090 (WI)				E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)			00, 0,0,0,0,0				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
									\$ \$ \$	
Und WAS Gen WAS	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL er the Auto Liability Policy shown above, sy SHINGTON METROPOLITAN AREA TRAN: eral and Auto Liability coverage as required SHINGTON METROPOLITAN AREA TRAN: , custody and control.	mbol SIT A I by w	1 (an UTH) ritten	ly auto coverage) is utilized. ORITY is named as an Additi I contract subject to policy ter	ional Ins	sured as respe	cts the operat			
CE	RTIFICATE HOLDER				CANO	ELLATION				
								ESCRIBED POLICIES BE CA F, NOTICE WILL BE DELIVE		

ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE







ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER McGriff, Seibels & Williams of Oregon	INSURED MV Transportation, Inc. and subsidiaries						
POLICY NUMBER							
CARRIER	NAIC CODE						
ADDITIONAL DEMARKS		ISSUE DATE:	01/19/2012				

ADDITIONAL REMARKS

FORM NUMBER: ____ FORM TITLE: _

Auto Physical Damage

Insurance Company: Ace American Insurance Company

Policy #: ISA H08694254 Policy Period: 2/1/12 - 2/1/13

Limit: Actual Cash Value

ACKNOWLEDGEMENT OF ADDENDA



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 8201Ardwick-Ardmore Road, Hyattsville, MD 20785 AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION	2. EFFECTIVE DATE		
AM 001	June 7, 2012		
3. ISSUED BY DURCHASING SECTION	4. ADMINISTERED BY (If other	r than block 3)	
Onice of Procurement & Materials			
600 Fifth Street, N.W.	i		
Washington, DC 20001			
5. CONTRACTOR		6. FORM TYPE	
NAME AND ADDRESS		(Check only one)	
		X AMENDMENT OF SOLICITATION N	o. <u>RFP CO12169/KAM</u>
MV Transportation, Inc.		DATEJune 1, 2012	_ (See block 7)
(Street, city, 5910 N. Central Expres	sway, Suite 1145	MODIFICATION OF CONTRACT/OF	DER NO.
county, state, and Zip Gode) Dallas, TX 75206			
		DATE	(See block 9)
7. THIS BLOCK APPLIES ONLY TO AMENDMENT	S OF SOLICITATIONS	A	
X The above numbered solicitation is amended		and date specified for receipt of Offe	rs Tis extended.
[X] is not extended. Offerers must acknow	wledge receipt of this amendment	prior to the hour and date specified	in the solicitation, or as
amended, by one of the following methods; (amendment on each copy of the offer sub-	a) By signing and returning 1	copy of this amendment; (b) by ack	nowledging receipt of this
amendment on each copy of the oner sub-	ACKNOWLEDGMENT TO BE RE	r telegram which includes a referen FCEIVED AT THE ISSUING OFFICE	PRIOR TO THE HOUR
AND DATE SPECIFIED MAY RESULT IN F	REJECTION OF YOUR OFFER. 1	f, by virtue of this amendment you	desire to change an offer
already submitted, such change may be ma amendment, and is received prior to the open	ade by telegram or letter, provided	d such telegram makes reference to	the solicitation and this
anterestricting and is received prior to the open	ing near and date specified.		
 ACCOUNTING AND APPROPRIATION DATA 	((if required)		
9. THIS BLOCK APPLIES ONLY TO MODIFICA	TIONS OF CONTRACTS/ORDER	\$	
(a) This Change Order is issued pursual		•	1
The Changes set forth in block 10 are	made to the above numbered cor		
(b The above numbered contract/order data, etc.) set forth in block 10.	is modified to reflect the administra	tive changes (such as changes in pa	ying office, appropriation
(c) This Supplemental Agreement is ent	ered into pursuant to authority of		
It modifies the above numbered contr	act as set forth in block 10.		
10. DESCRIPTION OF AMENDMENT/MODIFICAT	TON		
The following change is hereby made to RFP (CQ12169/K.AM:		
A. The RFP, Scope of Services and Price Pro	anoral are combined into one com-	plets document. The combined PED	is attached
A. The KIT, Scope of Services and Frice Fro	posar are combined into one comp	piete document. The combined Ki-r	is accauned.
B. Delete and replace Appendix I pages with	the Revised AM 001pages.		
-END OF	AMENDMENT 001-		
Except as provided herein, all terms and condition	ns of the document referenced in block 6, as it	neretofore changed, remain unchanged and in full	force and effect.
		NTRACTOR/OFFEROR IS NOT REC	
1. X CONTRACTOR/OFFEROR IS REQUIRED AMENDMENT AND RETURN 1 COPY	TO ISSUING DO	CUMENT	IDIKED TO SIGN THIS
OFFICE WITH PROPOSAL.			
2. NAME OF CONTRACTOR/OFFICE	15 WAS	HINGTON METROPOLITAN AREA	TRANSIT AUTHORITY
2. Traile of Continuor Oroci Flor	TO. WAR	A TOTAL METHOR GETTAIN AND	THE STATE OF THE S
	i		
BY			
13. NAME AND TITLE OF SIGNER (Type or print)	14 DATE COLUMN 14C NAME		The state of the s
13, NAME AND BILE OF SIGNER (Type or print)	14. DATE SIGNED 16. NAME OF	CONTRACTING OFFICER (Type or prin	17. DATE SIGNED
	20/24/42		11/clin
Senior Vice President C	08/21/12		161011



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 8201Ardwick-Ardmore Road, Hyattsville, MD 20785 AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

,					
1. AMENDME	NT/MODIFICATION	2. EFFECTIV	E DATE		
AM 002		June 19, 20	12		
3. ISSUED BY	PURCHASING SECTION	4. ADMINIST	ERED BY (If other	than block 3)	
Office of Pro	ocurement & Meterials				
600 Fifth Str					
Washington,		:			
5. CONTRAC	winata.com			6. FORM TYPE	
NAME AND A				6. FORM TYPE (Check only one)	
				X AMENDMENT OF SOLICITAT	ION NO RFP CO12169/KAM
				**************************************	(See block 7)
	MV Transportation, I				
(Street, city, county, state,	5910 N. Central Exp	ressway, Suite	1145	MODIFICATION OF CONTRA	CT/ORDER NO
and Zip Code)	Dallas, TX 75206			DATE	(See block 9)
7, THIS BLOCK	APPLIES ONLY TO AMENDME	NTS OF SOLICITA	TIONS		
	nt, and is received prior to the opinion of the opi		specified.		
(a) Ti (b) Ti da (c) Ti	K APPLIES ONLY TO MODIFIC his Change Order Is Issued purs the Changes set forth in block 10 the above numbered contract/ord its, etc.) set forth in block 10. his Supplemental Agreement is modifies the above numbered or	suant to are made to the abo der is modified to refi entered into pursuan	ove numbered con soil the administrat to authority of	tract/order.	
O. DESCRIPTIO	ON OF AMENDMENT/MODIFIC	ATION:			
	ng responses are being provid	ed to RFP CQ1216	9/KAM followin	g the Pre-Proposal Conferen	re:
tables for the Quality Assu- fixed rate bro	roposal is revised. The revised rate breakdown and as the birance proposers are directed to eakdown and total annual cost al pages 226 - 256.	asis for total annual use the sum on Lin	cost. Operation c 2 and Line 9 fro	s Control Center proposers are om their respective price propo	e directed to use Line 2 and sal tables as the basis for the
Ex	cept as provided herein, all terms and con	acitions of the document ref	erenced in block 6, as h	eretofore changed, remain unchanged on	d in full force and effect.
AMEND	ACTOR/OFFEROR IS REQUIR MENT AND RETURN COP WITH PROPOSAL.	ED TO SIGN THIS BY TO ISSUING		TRACTOR/OFFEROR IS NOT UMENT	REQUIRED TO SIGN THIS
NAME OF COM	Of person autrorized to ag	n)	15. WAS	HINGTON METROPOLITAN A	REA TRANSIT AUTHORITY
3. NAME AND TI	TLE OF SIGNER (Type or print)	14. DATE SIGNED	16. NAME OF	ON TRACTING OFFICER (Type	or print) 17. DATE SIGNED
	.,,				6/18/12
Se	nior Vice President	08/21/12			1611918



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 500 Fifth Street, N.W., Washington DC 20001 AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1.	AMENDMENT/MODIFICATION	2. EFFECTIV	E DATE		11617
	AM 003	June 29, 201	12		
3.	Office of Procurement & Materials	4. ADMINIST	ERED BY (If other	than block 3)	A SET OF STREET
ĺ	600 Fifth Street, N.W. Washington, DC 20001				
	washington, DC 20001				
5.	CONTRACTOR NAME AND ADDRESS			6. FORM TYPE (Check only one)	
					ION NO RFF CQ12169/KAM
ĺ					2012 (See block 7)
	MV Transportation, Inc.		,		
CONT	roet, city, attack 5910 N. Central Express	way, Suite 11	45	MODIFICATION OF CONTRA	ST/ORDER NO.
énd	Zip Code) Dallas, TX 75206			DATE	(See black 9)
7.7	HIS BLOCK APPLIES ONLY TO AMENDMEN	TS OF SOLICITAT	TIONS		
X	_	d as set forth in blo owledge receipt of (a) By signing and omitted; or (c) by : R ACKNOWLEDGI REJECTION OF \ nade by telegram	ock 10. The hour a this amendment properties of returning 1 consequent of the separate letter or MENT TO BE RECYOUR OFFER. If, or letter, provided	orior to the hour and date specopy of this amendment; (b) by telegram which includes a ret DEIVED AT THE ISSUING OF by virtue of this amendment	edified in the solicitation, or asy acknowledging receipt of this ference to the solicitation and FFICE PRIOR TO THE HOUR you desire to change an offer
8.	ACCOUNTING AND APPROPRIATION DAT	A (If required)		F & S. PETTER TO SERVICE AND ADDRESS OF THE PARTY OF THE	A I A A C . Middle and a second a second and a second a second and
9.	THIS BLOCK APPLIES ONLY TO MODIFICA	TIONS OF CONT	RACTS/ORDERS		i
	(a) This Change Order is issued pursus			an all and an	
	The Changes set forth in block 10 at (b) The above numbered contract/order				in paying office, appropriation
	data, etc.) set forth in block 10. (c) This Supplemental Agreement is en	tared into numuran	I to nutbority of		
	It modifies the above numbered conf	ract as set forth in	block 10.	.,,	` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` `
10.	DESCRIPTION OF AMENDMENT/MODIFICA	TION:		5	
	The following change is made to RFP CQ1.	169/KAM:			
	The Drive Description Description and the Amount	Iman: 002 - 112 f.A	T 4 has assessed and	she asserber of conseque consis	- t p.c.
	The Price Proposal is Revised per this Amend to the bullet points at the bottom of page 227				
	assurance have changed. Replace the Price F		6-256 (as revised	and issued in Amendment 00	2) with the attached revised
	Price Proposal pages 226-258. (See Continua	tion Page)			
	Except as provided herein, all terms and condition				
1. 🔼	CONTRACTOR/OFFEROR IS REQUIRED AMENDMENT AND RETURN COPY CFFICE WITH PROPOSAL.			TRACTOR/OFFEROR IS NOT JMENT	REQUIRED TO SIGN THIS
2. N/	AME OF CONTRACTOR/OFFICE		15. WASH	INGTON METROPOLITAN AF	REA TRANSIT AUTHORITY
			1		1
					4.4
В	e of person autrorized to sign)		BY_		20
3. N		14. DATE SIGNED	16. NAME OF CO	ONTRACTING OFF CER (Type	
	Senior Vice President	08/21/12			06/29/2012



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 600 Fifth Street, N.W., Washington DC 20001 AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMEN	NDMENT/MODIFICATION	2. EFFECTIVE DATE July 13, 2012	
	D BY PURCHASING SECTION	4. ADMINISTERED BY (If o	ther than block 3)
600 F	e of Procurement & Materials ifth Street, N.W. instee, DC 20001	-	
	tractor AND ADDRESS		6. FORM TYPE (Check anly one)
			AMENDMENT OF SOLICITATION NO. RFP CO12169/KAM
	MV Transportation, Inc.	,	OATE
(Street, city, county, state,	5910 N. Central Express	sway, Suite 1145	MODIFICATION OF CONTRACT/ORDER NO.
and Zip Godo)	Dallas, TX 75206	•	DATE (See block #)
AND alrea ame	DATE SPECIFIED MAY RESULT IN	REJECTION OF YOUR OFFER nade by telegram or letter, provi ening hour and date specified.	RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUF. If, by virtue of this amendment you desire to change an offeided such telegram makes reference to the solicitation and this
(a) (b) (c)	data, etc.) set forth in block 10.	ant to re made to the above numbered or is modified to reflect the administrated into pursuant to authority of	
	RIPTION OF AMENDMENT/MODIFICA 1012169/KAM:	TION:	
A. This An which p	nendment does not alter the Solicitation	crifications to the information cont	ons submitted by interested parties and WMATA's responses ained in the Solicitation Document. The purpose of this ations.
B. Respon	ses to omitted or recently submitted qu		
		END OF AMENDMENT 004-	as heretafore changed, remain unchanged and in full force and effect,
	Except as provided homan, all terms and condit	AND GOOD COMMISSION OF STREET STREET, STREET, ST.	to the state of th
AM	Except as provided herein, all terms and condition in the condition of the	TO SIGN THIS 0	CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS COCUMENT
AM OF	ONTRACTOR/OFFEROR IS REQUIRED MENDMENT AND RETURN 1 COPY FICE WITH PROPOSAL. F CONTRACTOR/OFFICE	O TO SIGN THIS CO	CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS
AM OF	ONTRACTOR/OFFEROR IS REQUIRED MENDMENT AND RETURN 1 COPY FICE WITH PROPOSAL. F CONTRACTOR/OFFICE Grant lune of person authorized to son)	O TO SIGN THIS CONTROL OF TO JSSUING 15. W	CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS COCUMENT



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 600 Fifth Street, N.W., Washington DC 20001 AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION	2. EFFECTIVE DATE
AM 005	July 30, 2012
3. ISSUED BY PURCHASING SECTION Office of Procurement & Maerials 600 Fifth Street, N.W. Washington, DC 20001 @wmata.com	4. ADMINISTERED BY (if other than block 3)
is not extended. Offerors must acknow	TS OF SOLICITATIONS d as set forth in block 10. The hour and date specified for receipt of Offers is extended, owledge receipt of this amendment prior to the hour and date specified in the solicitation, or as
amendment on each copy of the offer sub amendment numbers. FAILURE OF YOU AND DATE SPECIFIED MAY RESULT IN	(a) By signing and returning 1 copy of this amendment; (b) by acknowledging receipt of this significant control of the solicitation and RACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer named by telegram or letter, provided such telegram makes reference to the solicitation and this ening hour and date specified.
8. ACCOUNTING AND APPROPRIATION DATE	TA (If required)
(b The above numbered contract/orded data, etc.) set forth in block 10.	uant to
10. DESCRIPTION OF AMENDMENT/MODIFIC RFP CQ12169/KAM:	ATION:
which provide additional information and/o Amendment is for acknowledgement of the B. Responses to omitted questions will be forth	tion Document. Attached are questions submitted by interested parties and WMATA's responses or clarifications to the information contained in the Solicitation Document. The purpose of this additional information and/or clarifications received by 12 Noon July 20, 2012. Incoming. OF AMENDMENT 005-
Except as provided herein, all terms and cor	ncifions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.
11. CONTRACTOR/OFFEROR IS REQUIR AMENDMENT AND RETURN 1 CO OFFICE WITH PROPOSAL.	
12. NAME OF CONTRACTOR/OFFICE B' ature of person authorized to s	15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY B
13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED 16. NAME OF CONTRACTING OFFICER (Type or print) 17. DATE SIGNED
Senior Vice President	08/21/12 -



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 600 Fifth Street, N.W., Washington DC 20001 AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

AMENDMENT/MODIFICATION	2. EFFECTIVE D						
AM 006	August 2, 201	2					
3. ISSUED BY PURCHASING SECTION Office of Procurement & Materials 600 Fifth Street, N.W. Washington, DC 20001	4. ADMINISTER	ED BY (If other than block 3)					
5. CONTRACTOR NAME AND ADDRESS		6. FORM TYPE (Check only one) AMENDMENT OF SOLICITATION NO. RFF	2 CO12169/KAM				
MV Transportation, Inc.		DATE					
(Street, city, county, state, and Zip Code) Self-state, and Zip Code) Self-state, and Zip Code)	y, Suite 1145	MODIFICATION OF CONTRACT/ORDER NO.	_				
			See block 9)				
is not extended. Offerors must acknot amended, by one of the following methods; amendment on each copy of the offer sub amendment numbers. FAILURE OF YOUR AND DATE SPECIFIED MAY RESULT IN	d as set forth in block wledge receipt of th (a) By signing and re mitted; or (c) by set ACKNOWLEDGME REJECTION OF YO ade by telegram or	10. The hour and date specified for receipt of Offers is amendment prior to the hour and date specified in the eturning 1 copy of this amendment; (b) by acknowled parate letter or telegram which includes a reference to the ENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOUR OFFER. If, by virtue of this amendment you desire the letter, provided such telegram makes reference to the services.	e solicitation, or as lging receipt of this he solicitation and PR TO THE HOUR to change an offer				
8. ACCOUNTING AND APPROPRIATION DATA							
9. THIS BLOCK APPLIES ONLY TO MODIFICA		ACTS/ORDERS					
data, etc.) set forth in block 10.	re made to the above is modified to reflect stered into pursuant t	t the administrative changes (such as changes in paying of o authority of					
10. DESCRIPTION OF AMENDMENT/MODIFICA The Following Change is Made to RFP							
A. The due date for receipt of proposals is re	evised from Friday	, August 17, 2012 to Friday, August 24, 2012 at 2:00	P.M. EDT.				
B. Attached are the final questions submitte and/or clarifications to the information cor (See Continuation on Page 2)		rties and WMATA's responses which provide additi- tion document.	onal information				
Except as provided herein, all terms and condit	ions of the document refer	anced in block 6, as heretofore changed, remain unchanged and in full force an	nd effect.				
11. CONTRACTOR/OFFEROR IS REQUIRE AMENDMENT AND RETURN 1 COPYOFFICE WITH PROPOSAL.		CONTRACTOR/OFFEROR IS NOT REQUIRE DOCUMENT	D TO SIGN THIS				
12. NAME OF CONTRACTOR/OFFICE B		15. WASHINGTON METROPOLITAN AREA TRAN	SIT AUTHORITY				
13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED	(Signature of Contract Administrator) 16. NAME OF CONTRACTING OFFICER (Type or print)					
	į		DATE SIGNED				



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 600 Fifth Street, N.W., Washington DC 20001 AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMEN	IT/MODIFICATION	2. EFFECTIVE DATE	
AM 007		August 8, 2012	
3. ISSUED BY	PURCHASING SECTION	4. ADMINISTERED B	Y (If other than block 3)
600 Fifth St Washington	ocurement & Materials reet, N.W. , DC 20001 Dwmata.com		
5. CONTRAC	TOR	<u> </u>	6. FORM TYPE
NAME AND A	DDRESS		(Check only one) AMENDMENT OF SOLICITATION NO. RFP CQ12169/KAM
ŀ			, 🖾
	MV Transportation, Inc.		DATE <u>June 1, 2012</u> (See block 7)
(Street, city,	5910 N. Central Expressw	ay, Suite 1145	MODIFICATION OF CONTRACT/ORDER NO
county, state, and Zip Code)	Dallas, TX 75206		DATE (See block 9)
			DATE (See block a)
7. THIS BLOCK	APPLIES ONLY TO AMENDMEN	TS OF SOLICITATIONS	
is no amended amendment amendment AND DA' already s	ot extended. Offerors must acknow, it is not the following methods; ent on each copy of the offer sulent numbers. FAILURE OF YOU TE SPECIFIED MAY RESULT IN	owledge receipt of this a (a) By signing and return omitted; or (c) by separa R ACKNOWLEDGMENT REJECTION OF YOUR nade by telegram or lette	The hour and date specified for receipt of Offers is extended, mendment prior to the hour and date specified in the solicitation, or as hing 1 copy of this amendment; (b) by acknowledging receipt of this ate letter or telegram which includes a reference to the solicitation and TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR OFFER. If, by virtue of this amendment you desire to change an offer er, provided such telegram makes reference to the solicitation and this fied.
8. ACCOUN	TING AND APPROPRIATION DA	A (If required)	
	OCK APPLIES ONLY TO MODIFIC		rs/orders
	This Change Order is issued purs The Changes set forth in block 10		imbered contract/order.
(b)	The above numbered contract/ord		e administrative changes (such as changes in paying office, appropriation
	data, etc.) set forth in block 10. This Supplemental Agreement is a	entered into pursuant to a	uthority of
	It modifies the above numbered co		
10. DESCRIP	TION OF AMENDMENT/MODIFIC	ATION:	4
The Follo	owing Change is Made to RF	P CQ12169/KAM:	
. 5	. I. C. Walanasa I. D. and III a	and he are the surface of the	(2)
	osals for Volumes I, II and III nosals for Volumes I, II and III n		each Volume in separate three (3) ring binder(s).
5. 110p	osais for volumes i, is and in in	idat also be submitted	electromodny.
i i		-END OF AMENDME	NT 007-
1			
	Except as provided herein, all terms and con	nditions of the document reference	ed in block 6, as heretofore changed, remain unchanged and in full force and effect.
11. 🖂 CON	TRACTOR/OFFEROR IS REQUIR	RED TO SIGN THIS	CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS
AME	NDMENT AND RETURN <u>1</u> CO CE WITH PROPOSAL.	PY TO ISSUING	DOCUMENT
12. NAME OF	CONTRACTOR/OFFICE		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
	nature of person authorized to s	ion)	
13	F SIGNER (Type or print)		6. NAIVIE OF CONTRACTING OFFICER (Type or print) 17. DATE SIGNED
	Senior Vice President	08/21/12	8/8/12
	SS. IISI TIOS I IOGIGOTIC	00/21/12	

DBE/ GOOD FAITH EFFORT DOCUMENTATION

DBE

Subcontractors Requested
Washington Metropolitan Area Transit Author by (WMATA)
MetroAccess Paratrains to Savince for Maryland, Virginia and
the District of Columbia – Operations Control Center
Bid Submittal Date August 17, 2012

VIV Transportation is seeking proposals from DBE Subcontractors. Submit proposals for the following Uniforms, Office Supplies, Computers, Printers, Monitors and Staffing

The RFP documents are available from our offices or from WMATA directly, if you require additional advice and assistance in this process, obtaining necessary equipment, supplies, materials or leated assistance or services, bonds, interest of credit, or insurance required by WMATA or MV, please feel free to contact me at the contact means of the process of the contact means of the cont

AFFIDAVIT OF PUBLICATION

AD# 14652142

DISTRICT OF COLUMBIA, ss,
Personally appeared before me,
a Notary Public in and for the District of Columbia,

who is being duly sworn according to law, an oath says that he is an AUTHORIZED AGENT of THE WASHINGTON TIMES, L.L.C., publisher of

The Washington Times

Circulated daily, in the City of Washington, District of Columbia, and that the advertisement, of which the annexed is a true copy, was published in said newspaper 1 time(s) on the following dates:

2012 JUNE 25

at the rate of \$ 2.91 per line

Total Cost <u>\$ 209.52</u> Dollars

Subscribed and sworn to before me

Subcontractors Requested
Washington Metropolitan Area Transit Authority (WMATA)
MetroAccess Paratransit Service for Maryland, Virginia
and the District of Columbia - Operations Control Center
Bid Submittal Data: August 17, 2822

MV Transportation is seeking proposals from
DBE Subcontractors.
Submit proposals for the following:
Uniforms, Office Supplies, computers,
Printers, Monitors and Staffing

The RFP documents are available from our offices or from
WMATA directly. If you require additional advice and assistance in this process, oitzaining necessary equipment,
supplies, materials or related assistance or services;
bonds, lines of credit, or insurance recuired by WMATA or
MV, please feel free to contact me at
terested firms please fax a letter of interest (include DBE
cartification information) by Jay 12, 2812.
All proposals will be fairly evaluated.

Vice President, Business overelopment
MV. Transportation, Inc.
5910 N. Central Expressivey, Suite 1145

Palias, X. 75206

Printers Palice (1997) 14 1145

Printers (1997) 14 1145

JUNE 28, 2012

Notary Public

NOTARY PUBLIC (491) - TO THE LTY COMMISSION DATE:

My Commission expires





The Washington Post 1 washingtonpost.com 1 Express El Tiempo Latino 1 washingtonpostmobile

Questions or comments regarding your proof should be directed to your account representative. If you do not know your account representative, please use the appropriate number below.

(202) 334-4710 - Automotive (202) 334-7029 - Merchandise

(202) 334-5800 - Real Estate

(202) 334-5787 - Business Opportunities

(202) 334-4122 - Paid Death Notices (202) 334-6200 - Classified Advertising (202) 334-4100 - Jobs

(202) 334-5725 - Property Management

(202) 334-7007 - Legal Notices

Classified Ad Proof

BP Account #	2010114963		Ad Number 11524275
BP Name	MV TRANSPORTATION, INC.		
Advertiser#	2010114963	Purchase/Inser	tion Order #
Advertiser Nam	e MV TRANSPORTATION, INC.		
Start Date Ju	un 25, 2012 End Da	te Jun 25, 2012	Number of Insertions 1
Ad Size	2 CO X 2.625 "	Keyword DBE	Subcontractors Requested Washington
	72 LINES		
0050.00			Content Component and Description
Price \$858.08)		825
Sales Rep	Date Ad Proof is Gen	erated	Bids & Proposals
Oales Nep	Jun 21, 2012		
System Messag	ge		

Special Instructions

Firm	Commodity	Address	City	State	Zip	hone Contact E-mail	Communication 1	Communication 2	Communication 3	Communication 4
MG AUTO GLASS	Glass repair	12007 VIERS MILL ROAD , Apt 101	SILVER SPRING	MD	20906		MO to Heary 7/19 at 3:50pm, will send him the contact	Company did not respond in a timely manner		
CENTRAL MAINTENANCE	Janitorial	12909 TWINBROOK PKWY	ROCKVILLE	MD	20851		Spoke to Wall on 7/18, did not seem eager to participate	Never heard back from this company		
IMANIS LANDSCAPING SERVICE	Landscaping	7604 GAMBIER DRIVE	UPPER MARLBORO	MD	20772		MO left a message 7/19 at 1:36pm	Phone call was never returned		
BOCUS LOCK & KEY SERVICE	Locksmith	PO BOX 5381	CAPITOL HEIGHTS	MD	20791		MO spoke with 7/18 at 4:07pm, 5 calling Manager back with his e-mail	Did not respond		
	1									
ASCO EQUIPMENT INC	Maintenance Equipment Repair	PO 80X 1453	WESTMINSTER	MD	21157		MO left a message at 7/18 at 3:57pm; Called Manager back 7/19 at 2:19pm- will give the information to the company owner and get back to us	No response from this company after 7/18		.*
Al's Office Products (AOP)	Office Supplies	717 Kearney Street, NE	WASHINGTON	DC	20017		ATSent MO an e-mail on 7/29 expressing his interest in the WMATA bid with a general pricing quote	MO sent an email back to Fon 8/2 asking for the SBLPP cert and a letter of	Never responded with SBLPP information.	
MR COPIERS LLC	Office Supplies	10136 NIGHTINGALE STREET	GAITHERSBURG	MD	20882		MO spoke to he is supposed to call her back when not on the road. 7/23 at 11:00am	Company did not respond in a timely manner		
OFFIX LC	Office Supplies	13525 WELLINGTON CTR CIR , Suite 107	GAINESVILLE	VA	20155		MO spoke to a receptionist on 7/20 at 4:29pm, gave Market the email of Johnson to send the request	Company dld not respond in a timely manner		
FCC ENVIRONMENTAL LLC	Oils and Lubes	PO BOX 674156	DALLAS	TX	75267-4156		MO tired to call 7/23 at 2:38pm. Got a message that said mailbox is full	No response		
OVERHEAD DOOR	Overhead door	6841 DISTRIBUTION DRIVE	BELTSVILLE	MD	20705-1404		MO spoke to more on 7/20 at 4:36pm, we would like MO to send an email, and she'll try to get it to the right person	Company did not respond in a timely manner		
AGENCIES TOOL CENTER , INC.	Parts and Tools	P.O. BOX 77904	LOS ANGELES	CA	90007-0904		MO spoke with fileness, confirmed they do not fit SBLPP requirements 7/23 12:08pm			
APPLE FORD	Parts and Tools	8800 STANFORD BLVD	COLUMBIA	MD	21045		MO spoke with 7/18 at 3:51, sending letter of intent, MO sent follow up email	No response was given to the e-mail		
AUTHORIZED TRANSMISSION REMANU	Parts and Tools	401 TERRACE DRIVE	MUNDELEIN	IL	60060		MO left a message 7/23 at 12:14pm	No response from this company		
B & R ASSOCIATES	Parts and Tools	7954 CESSNA AVENUE	GAITHERSBURG	MD	20879		MO spoke to 7/18 at 4:00pm y sending letter of intent; MO sent follow up e-mail	No response from this company		
BARNES GROUP, INC.	Parts and Tools	DEPT CH 14079	PALATINE	IL	60055-4079		MO left a message for Bobby 7/23 at 12:15pm	MO spoke to Bobby 7/23 at 2:52pm, he confirmed they do not fit the requirements		

Firm	Commodity	Address	City	State	Zip	Communication 1	Communication 2	Communication 3	Communical
EMPLOYMENT GUIDE	Advertisement	PO BOX 297	NORFOLK	VA	23501-02	MO left a message on 7/19 at 11:16am; alled back at 12P and will check to see if he company fits SBLPP requirements	iznone cali was never		
ADVANCED COLLISION LLC	Body and collision repair.	5005 HERZEL PLACE	BELTSVILLE	MD	20705	MO spoke with Mane 7/18 at 3:30, M sending letter of intent; sent follow-up e-mail	Connie called 7/23 at 2:08pm to talk to Morgan about the letter of intent, will send it	on 7/23, Concetta emailed a letter of intent and follow up questions to MO; on 8/2 MO replied to Concetta's email with answers and asked for pricing	Mike from Advar Collision sent pri and teaming agre signed
1yco	Car wash repairs	9520 Gerwig Lane, Suite E	COLUMBIA	MD	21046	MO spoke t o sond on 7/20 at 1:55pm; <u>John</u> will send letter of intent, MO to send follow up email			
ITELLIGENT INFORMATION TECHNOLOGY SO	Communication equipment	1010 VERMONT AVENUE, NW	WASHINGTON	DC	20005	MO tried calling on 7/19 at 3:18pm, phone rang but no voicemail active	No response		
CMILLON COMMUNICATIONS, INC.	Communication equipment	12902 ARGYLE CIRCLE	FT WASHINGTON	MD	20744	MO spoke to on 7/19 at 3:45pm; Dori: will send letter; Morgan to send follow up	Received pricing information, offers media training, which we do not need		
IS COMMUNICATIONS, LLC.	Communication equipment	134 1ST STREET NW	WASHINGTON	DC	20001	MO left message for on 7/19 at 4:00pm	Phone call was never returned		
APITAL CONSTRUCTION GROUP, LLC	Construction	3321 12TH STREET, NE	WASHINGTON	DC	20017	MO left message 7/18 at 4:16pm	Phone call was never returned		
N DEVELOPMENT CORP	Construction	1207 WYLIE ST NE	WASHINGTON	DC	20002	MO spoke to on 7/23 at 9:15am, he will send info, MO to send email	Company did not respond in a timely manner		
INBELT RENTALS	Construction	PO BOX 409211	ATLANTA	GA	30384-92	MO spoke D on 7/23 at 3:47pm and he confirmed that do not/not meet SBLPP requirements			
IITED GENERAL CONTRACTING, INC.	Construction	606-B RHODE ISLAND AVENUE NE	WASHINGTON	DC	20002	MO spoke with new on 7/23 at 10:18am, sending follow undermail, New to check and see if they qualify for SBLPP	No response		
NITY CONSRUCTION OF DC, INC.	Construction	2728 12TH NE	WASHINGTON	DC	20018	MO spoke with OJ on 7/23 at 10:27am, he will get info to MO, MO sending follow up	No response		
PPLIED GRAPHICS LTD	Decals	1717 MCCARRICK	MANSFIELD	ОН	44903			T	I
		PARKWAY				MO spoke with \$100, confirmed they do no qualify for SBL PP 7/23 12:12PM			
SN A RAMA	Decals	13929 BALTIMORE AVE , Suite 3	LAUREL	MD	20707	MO spoke with the spon 7/23 at 9:12am, Dor vill send all materials, MO sending an emai		SOURCE STORY OF THE STORY OF TH	
FRITTER & SON INC	Fuel equipment	PO BOX 799	GLOUCESTER	Iva -	23061		.1_	T	I
	- and a desired					AO spoke to Ameri7/19 at 3:22, and will send of the spoke to Amerika follow up email	Company did not respond in a timely manner		

Tm	Commodity	Address	City	State	Zip	Contact E-mail			
	To mind the				ui P	Communication 1	Communication 2	Communication 3	Com
EAMS INDUSTRIES INC.	Parts and Tools	P.O. BOX 762	OKLAHOMA CITY	ОК	73101	MO left a message for Ed Pope 7/23 at	Phone call was never		
						12:17pm	returned		
RAUN CORPORATION	Parts and Tools	39014 EAGLE WAY	CHICAGO	IL	60678-1390		eturned MO's call		
				-		MO left a message for 7/23 at	7/23 at 2:35pm to confirm		
						12:22pm	they do not/not qualify for		
arquest	Parts and Tools	10218 Southard Drive	BELTSVILLE	MD	20705	MO spoke to 7/18 at 4:20pm; they are	·		
						not incorporated in MD and their profits			
DACH & EQUIPMENT	Parts and Tools	PO BOX 36	PENN YAN	NY	14527	exceed the limit	Phone call was never		
ACIT & EQUIT WEITH	Tarts and Tools	, o dex so	T EIN TAIN		14327	MO left a message 7/23 at 2:22pm	returned		
CTORY MOTOR PARTS COMPANY	Parts and Tools	NW 5544	MINNEAPOLIS	MN	55485-5544		MO spoke to 7/23 at		
						MO left a message 7/23 at 2:32pm	4:01pm and he confirmed		
		2000 2000 2000 2000				7/40 -> 44 - 32 2111 -	they are not incorporated		
RFAX AUTO PARTS	Parts and Tools	3855 PICKETT ROAD	FAIRFAX	VA	22031	MO spoke to 7/19 at 11:23pm; Bill to send letter of intent, MO to send follow-up	Company did not respond		
						email	in a timely manner		
EEDMAN SEATING COMPANY	Parts and Tools	4451 SOLUTIONS	CHICAGO	IL	60677-4004		Phone call was never		
		CENTER	1	1	1	MO left a voicemail 7/23 at 2:41pm	returned		
							- Connec		
DRAULICS UNLIMITED INC	Parts and Tools	193 WEST HAMPTON	CAPITAL HEIGHTS	MD	20743	MO spoke with 7/19 at 1:30pm, he	Never sent a letter of		
		AVENUE				will send letter of intent, in the send in following up with an email	intent		
FERMOTIVE INC	Parts and Tools	13395 New Airport Rd ,	Auburn	CA	95602	MO spoke with 7/23 at 2:50pm, she			
		Suite A				confirmed they do not fit the requirements			
						of the SBL PP program			
ERSTATE BATTERIES	Parts and Tools	12770 Merit Dr, Suite	DALLAS	TX	75251		S called MO back 7/23	Company did not respond	
		400				MO left a message with S 7/23 at 3:07pr	1	in a timely manner	
CKER NORRIS PARTS, LLC	Parts and Tools	925 MERRITT BLVD	BALTIMORE	MD	21222		requirements		
KER HORRIS PARTS, EEC	Faits and 100is	323 WERRITT BEVO	BACTIVIORE	J. L.] 21222	MO left a message for do on 7/20 at	Company did not respond]
						4:43pm	in a timely manner		
M AUTO SUPPLY INC	Parts and Tools	4325 KENILWORTH	BLADENSBURG	MD	20710		y sent over a letter of		
		AVENUE				MO spoke with on 7/23 at 9:05am.	intent and the SRI PP cert		
						Said he would send all information required tomorrow, MO following up with an email	but never sent pricing		
						tonionow, wo ronowing up with an email	information		
dd Britt Ford	Parts and Tools	11165 Main Street	FAIRFAX	VA	22030	MO spoke toon 7/23 at 10:11am, he	MO returned Oican's VM	Company did not respond	-
						will look at her email and see if they qualify		Company did not respond in a timely manner	
		00.001::::::::	L	ļ	2022	for SBLPP	a few of Close's questions	<u> </u>	
TRAINT	Parts and Tools	PO BOX 403529	ATLANTA	GA	30384-3529	MO spoke to - 723 at 3:36pm and she is confirming that they are not incorporated in			
						the DC area	they are not incorporated		
							4 - 4		
IN PEST CONTROL SERVICES	Pest control	7180 TROY HILL DR	ELKRIDGE	MD	21075		MO spoke with briefique		-
		, Suite G/H					7/22 at 2:10nm, she says		
						MO spoke to7/23 at 3:16pm, she is	their home office is in GA,	Company never	
						unaware of their incorporation, gave MO	but MO will send a follow	responded	
						another # to call	up email so she can		
							confirm		
O-ROOTER	Plumbing	5672 COLLECTIONS	CHICAGO	IL	60693				
		CENTER DRIVE				MO left a message with Reset 7/23 at 3:45pt	n No response		
]	A 10.5
OUGH OF HEAVEN BOWENS & CO. S.	ice Induting	2611 0040/01/41/54/15	Treadurence	luo.	20740	GC spoke with 7/18 at 2:58pm,	No response from the e-		
OUCH OF HEAVEN PRINTING & GRAPH	ICS Printing	3611 BRANCH AVENUE, Suite 106	LEWIPLE HILLS	MD	20748	sending letter of intent; sent follow-up e-	mail, failed to supply		
		Juice 100				mail	information		
	1	i .				Hen	process of the second second	1	

Firm	Commodity	Address	City	State	Zip	hone Contact E-mail		Communication 2	Communication 3	Communica
ROCKVILLE RADIATOR SHOP INC	Radiator Repairs	14630 H SOUTHLAWN	ROCKVILLE	MD	20850		Communication 1		on 8/13/12, MO sent	
		LANE					MO left a message for on 7/23 at 9am	Leo returned M 's call on 7/23 at 9:31am and MO sent him a follow up email	another follow up e-mail	
									agreement	
Grandvizion	Safety supplies	4142 Pepsi Place	Chantilly	VA	20151		MO left message 7/18 at 4:13pm	returned MO's call 7/25 at 1:18pm, MO sending follow-up email,	Company was not responsive	
DNNEY SAFETY PRODUCTS	Safety supplies	3202 LATHAM DR	MADISON	WI	53744-4575		MO spoke to Amec on 7/23 at 2:25pm, she confirmed they do not fit the SBLPP requirements			
:N'S MAP SERVICE	Safety supplies	1834 NOEMI DR	CONCORD	CA	94519		MO left a message for 1 7/23 at 3:13 pm	MO returned MA VM 7/25 at 3:32pm, he confirmed his company is		
P LAWN & LANDSCAPE	Snow removal	PO BOX 649	BOWIE	MD	20718-0649					
-							MO left a message at 7/18 at 4:12pm	Phone call was never returned		
LESIG	Staffing	7389 Lee Highway #202	Falls Church	VA	22042		Sent MO a letter of intent and pricing on 7/27	MO replied to a sked for an SBLPP cert, best and final pricing and to sign a	ent updated pricing to MO on 8/2; pricing unfavorable	
L PRO PLACEMENT, INC.	Staffing	2065 YORK ROAD	TIMONIUM	MD	21093		MO spoke with 7/18 at 3:40; 8 send letter of intent, MO followed up with an email		Company did not respond in a timely manner	
mmunity Bridge, Inc.	Staffing	3923 14th street, N.W.	WASHINGTON	DC	20011		MO left a message on 7/19 at 11:02am; Shimma called back and will send letter	MO called 7/26 at 3:43pm to discussed pricing, left a VM	MO e-mailed on 8/1, they are coming to MV's office on Friday to negotiate pricing	Community Bridg submitted pricing signed a teaming
REATIVE OPTIONS & EMPLOYMENT	Staffing	1441 McCORMICK DRIVE	UPPER MARLBORO	MD	20774		MO tried calling on 7/19 at 11:03am, got a pusy signal	Company did not respond in a timely manner		
ARUTI TRANSIT GROUP, LLC.	Staffing	1050 EDGEWOOD AVENUE SOUTH	JACKSONVILLE	FL	32205		MO tried calling 7/23/12, no answer	Pricing was not favorable		
IVS, INC.	Staffing	1401 14TH STREET, NW, Suite 200	WASHINGTON	DC	20005		MO spoke to on 7/20 at 4:14pm; Figure will get materials MO, MO to follow up with email	On 7/30 MO received an e- mail from with company info. MO left a voicemail for 8/2 at 10:31am and sent an email asking for pricing and SBLPP info	Company did not respond in a timely manner	
ALAZAR	Staffing						email on 7/30 for pricing regarding bus washing	MO followed up with an email to	8/8 received WMATA, and MTA certifications and pricing to wash vehicles, still waiting on SBLPP Cert	
L. KING TECHNOLOGIES	Staffing	270 PEACHTREE STREET, NW	ATLANTA	GA	30303		MO received an email from on 7/27 vith pricing for p/h consulting fees for COGNOS BI.	that Cheila send a company	SL King sent over all pricing information and has signed a teaming agreement	

Firm	Commodity	Address	City	State	Zip	Contact E-mail Communication 1	Communication 2	Communication 3	Communication 4
SYDMINDS PERSONNEL SERVICES	Staffing	#200	FAIRFAX	VA	22030	Woman who answered the phone on 7/23 says there is no company in the bldg by that name	No response		
Kidd International	Staffing	6856 Eastern Ave., NW, Suite 286	WASHINGTON	DC	20012	MO spoke with him on 7/23 at 10:05am, coming by OCC today to see about staffing and pricing	sent an e-mail to LP on 8/1 asking for more information to determine their pricing; MO replied to email on 8/2 answering his questions and also asking for his SBLPP cert	International sent in all pricing information; MV decided not to contract the supervisory positions that they priced	
Aspen of DC	Staffing					MO called and left a VM 7/26 at 2:20pm for Brandy	Company dld not respond in a timely manner		
ADMIRAL TIRE AND AUTO	Tires	2325 D NW CRAIN HWY	BOWIE	MD	20716	MO spoke with 7/18 at 3:25pm, Rob interested; follow up email	called MO 8/2 at 10:05am to say she wasn't sure if their SBLPP certification, a gave her N information to check. Said she couldn't give us tire pricing		
CHARLEY'S CRANE SERVICE	Towing	8613 OLD ARDMORE RD	LANDOVER	MD	20785	MO left a message for Tom 7/18 at 4:36pm	Phone call was never returned		
WILLOW SPRING TOWING& RECOVERY	Towing	12815 LEE HIGHWAY	FAIRFAX	VA	22030	MO spoke with on 7/23 at 10:44am, M sent follow up email, s getting info to MO	Company did not respond in a timely manner		

Firm	Commodity	Address	City	State	Zip	Contact E-mail Communication 1	Communication 2	Communication 3	Communication 4
	2423			1		Training			
DYNAMIC E-WORLD TECHNOLOGY TRAINING	Training	1875 MINTWOOD PLACE, NW, unit #33	WASHINGTON	DC	20009	Googled phone number associated with this business, was someone's personal # and not/not a business number	Company did not respond in a timely manner		
Simon and Simon Resources, Inc.	Training	5905 Fox Glen Court	ELKRIDGE	MD	21075	MO to left a message with receptionist, said office is closed until the 26th	eturned MO's call on 7/24 at 11:38am, MO to send follow up email, to get info to MO	emailed a letter of intent and pricing to MO on 7/30; MO replied to mail on 8/2 and asked for updated pricing, as well as to sign a teaming agreement	Simon and Simon sent in a paperwork and signed a teaming agreement
				of the second				A CONTRACTOR	
WASTE MANAGEMENT OF BALTIMORE	Trash removal	P.O. BOX 13648	PHILADELPHIA	PA	19101-3648	MO spoke to an operator 7/23 at 3:57pm	MO left a message for Veronica 7/23 at 3:59pm	No response	
DIRECTV	TV service	P.O. BOX 60036	LOS ANGELES	CA	90060-0036	Placed on never ending hold 7/23 2:26pm	no response		
	I .	l						<u> </u>	l
HANOVER UNIFORM CO.	Uniforms	3501 MARMENCO COURT	BALTIMORE	MD	21230	MO spoke to on 7/19 at 1:24pm; to send letter of intent, MO to follow up wit an email	MO received a letter of intent in the mail on 7/23	MO sent an email back to bn 8/2 asking for SBLPP cert and additional pricing information	Hanover sent in all pricing materials and signed a teaming agreement
.C.M. & ASSOCIATES	Uniforms	5443 E WASHINGTON BLVD	CITY OF COMMERCE	CA	90040-2503	MO spoke to 7/23 at 3:11pm and he confirmed they are incorporated in Californi	1		
Zeffi Corporation	Uniforms	3400 Mount Vernon Ave.	Alexandria	VA	22305	MO spoke with program of the most of the m	Company did not respond in a timely manner		
CINTAS FIRE PROTECTION	Uniforms and Safety supplies	PO BOX 636525	CINNCINATI	ОН	45263-6525	MO tried 7/23 at 2:20pm, says number has been disconnected			
OMINION VIRGINIA POWER	Utility	P.O. BOX 26543	RICHMOND	VA	23290-0001	wrong number	No response		
EPCO	Utllity	PO BOX 4863	TRENTON	וא	08650-4863	MO tried to call 7/23 at 3:33pm, kept being put on hold, could not reach the corporate office	No response		
VASHINGTON GAS	Utility	PO BOX 37747		PA	19101-5047	MO spoke to an operator 7/23 at 3:53pm, was given a corporate # to call	MO tried to 1-800 # the operator gave her, and a message said the line was	No response	
VASHINGTON SUBURBAN SANITARY	Utility	14501 SWEITZER LANE	LAUREL	MD	20707-5902	Was put on a long hold on 7/12 at 10:33am	No response		
	l.								
HELPS & PHELPS CONSULTING	Vehicle Washing/Supplies	6010 Executive Blvd, Suite 200	The second second second second	MD	20852	Don emailed pricing to MO on 7/30	MO replied to some e-mail on 8/2 asking for additional pricing info and SBLPP cert;	r .	
obinson's Mobile Auto Detailing	Vehicle Washing/Supplies	2401 Spring St.	Dunn Loring	VA	22027	MO left a message 7/23 at 3:42pm	No response		
EANEDGE LLP	Vehicle Washing/Supplies	3121 WILMARCO DRIVE	BALTIMORE	MD	21223	MO spoke with Dave 7/19 at 10:50am, he wisend letter of intent, MO following up with an email	Company did not respond in a timely manner		
	Vehicle Washing/Supplies	DEPT. 825542871	PALATINE	IL	60038-0001	MO spoke to a man on the phone who was unhelpful, said I would have to speak to corporate but had no corporate # or email to give to me. 7/23 at 2:47pm	Company did not respond in a timely manner		

Firm	Commodity	Address	City	State		Phone Contact	Communication 1	Communication 2	Communication 3	Communication 4
SunDun, Inc of Washington	Vending	P.O. box #39	BELTSVILLE	MD	20705		MO left a message for Emery on 7/23 at 9:45am. Was told he is on vacation until next week.	IMIO DIS AMAIL ASKAD MIO TO		
INNOFACE SYSTEMS, INC.		2411 CROFTON LANE, Suite 198	CROFTON	MD	211114		MO left a message 7/19 at 3:16pm	Phone call was never returned		



A TOUCH OF HEAVEN PRINTING & GRAPHICS 3611 BRANCH AVENUE SUITE 106 TEMPLE HILLS, MD 20748

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

MV Contract Transportation, Inc. is proposing on the above referenced project as a prime consultant and would appreciate price proposals and/or quotes from SBLPP firms who are currently certified with the Small Business & Local Preference Program (SBLPP) for the following services:

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Sincerely,

Director of Business Development



ADMIRAL TIRE AND AUTO 2325 D NW CRAIN HWY BOWIE, MD 20716

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Sincerely

ctor of Business (pevelopment



ADVANCED COLLISION LLC 5005 HERZEL PLACE BELTSVILLE, MD 20705

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

Dear Business Owner:

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Sincerely

Unrector of Business thereforment



AGENCIES TOOL CENTER, INC. P.O. BOX 77904 LOS ANGELES, CA 90007-0904

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Sincerely,

Director of Business thevelopmen



ALL PRO PLACEMENT, INC. 2065 YORK ROAD TIMONIUM, MD 21093

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Sincerely,

, Wirector of Business (peveropment)



APPLE FORD 8800 STANFORD BLVD COLUMBIA, MD 21045

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

Dear Business Owner:

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Sincerely.

Director of Dusiness thevelopmen



APPLIED GRAPHICS LTD 1717 MCCARRICK PARKWAY MANSFIELD, OH 44903

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

Dear Business Owner:

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Sincerely

, Urector of Business Development



We Provide Freedom[™]

July 16, 2011

ASCO EQUIPMENT INC PO BOX 1453 WESTMINSTER, MD 21157

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

Dear Business Owner:

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Sincerely

Prector of business thereforment



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July 16, 2011

AUTHORIZED TRANSMISSION REMANU 401 TERRACE DRIVE MUNDELEIN, IL 60060

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Sincerely,

Bricetor or Dusines, revelopment



B & R ASSOCIATES 7954 CESSNA AVENUE GAITHERSBURG, MD 20879

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Sincerel

, pirector of Business ipevelopment



BARNES GROUP, INC. DEPT CH 14079 PALATINE, IL 60055-4079

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Sincerely

Unrector of Business Development



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July 16, 2011

BEAMS INDUSTRIES INC. P.O. BOX 762 OKLAHOMA CITY, OK 73101

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Sincerely,

rector of Business Pevelopment



BOCUS LOCK & KEY SERVICE PO BOX 5381 CAPITOL HEIGHTS, MD 20791

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Sincerel

Director of Dusiness (Pevelopinent



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July 16, 2011

BP LAWN & LANDSCAPE PO BOX 649 BOWIE, MD 20718-0649

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

Dear Business Owner:

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Sincerely,

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Brandvizion 4142 Pepsi Place Chantilly, VA 20151

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

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Sincerely,

In rector of Busines: Pevelopment



BRAUN CORPORATION 39014 EAGLE WAY CHICAGO, IL 60678-1390

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

Dear Business Owner:

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Sincerely, rector of Business (I) evelopment



CAPITAL CONSTRUCTION GROUP, LLC 3321 12TH STREET, NE WASHINGTON, DC 20017

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Sincerely,

Our of Business (IPevelopment)



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July 16, 2011

Carquest 10218 Southard Drive BELTSVILLE, MD 20705

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Sincerel

Urector of Business Development



CENTRAL MAINTENANCE 12909 TWINBROOK PKWY ROCKVILLE, MD 20851

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Sincerely,

Unrector of business thereforment



CHARLEY'S CRANE SERVICE 8613 OLD ARDMORE RD LANDOVER, MD 20785

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

Dear Business Owner:

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Sincerely

Urector of Business Development



We Provide Freedom™

July 16, 2011

CINTAS FIRE PROTECTION PO BOX 636525 CINNCINATI, OH 45263-6525

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Marector of Business (IPevelopment



CLEANEDGE LLP 3121 WILMARCO DRIVE BALTIMORE, MD 21223

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Sincerely, arector of business thevelopment



COACH & EQUIPMENT PO BOX 36 PENN YAN, NY 14527

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Sincerely

Birector of Business peveropmen



Community Bridge, Inc. 3923 14th street, N.W. WASHINGTON, DC 20011

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

MV Contract Transportation, Inc. is proposing on the above referenced project as a prime consultant and would appreciate price proposals and/or quotes from SBLPP firms who are currently certified with the Small Business & Local Preference Program (SBLPP) for the following services:

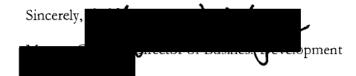
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CONNEY SAFETY PRODUCTS 3202 LATHAM DR MADISON, WI 53744-4575

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

Dear Business Owner:

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Sincerely.

ctor of Business Development



CREATIVE OPTIONS & EMPLOYMENT 1441 McCORMICK DRIVE UPPER MARLBORO, MD 20774

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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DIRECTV P.O. BOX 60036 LOS ANGELES, CA 90060-0036

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

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Sincere

Unrector of Busines: [Pevelopment



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July 16, 2011

DOMINION VIRGINIA POWER P.O. BOX 26543 RICHMOND, VA 23290-0001

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

Dear Business Owner:

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Sincerely,

Director of Business Development



DYNAMIC E-WORLD TECHNOLOGY TRAINING 1875 MINTWOOD PLACE, NW UNIT 33 WASHINGTON, DC 20009

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

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Sincerely,



EMPLOYMENT GUIDE PO BOX 297 NORFOLK, VA 23501-0297

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

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**Director of Business (pevelopment)



FACTORY MOTOR PARTS COMPANY NW 5544 MINNEAPOLIS, MN 55485-5544

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

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Sincere rector of Business speveropment



FAIRFAX AUTO PARTS 3855 PICKETT ROAD FAIRFAX, VA 22031

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

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Sincerel ctor or business revelopmen



FCC ENVIRONMENTAL LLC PO BOX 674156 DALLAS, TX 75267-4156

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

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FREEDMAN SEATING COMPANY 4451 SOLUTIONS CENTER CHICAGO, IL 60677-4004

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

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GRAINGER DEPT. 825542871 PALATINE, IL 60038-0001

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

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July 16, 2011

HANOVER UNIFORM CO. 3501 MARMENCO COURT BALTIMORE, MD 21230

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

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Arector of business thevelopmen



HYDRAULICS UNLIMITED INC 193 WEST HAMPTON AVENUE CAPITAL HEIGHTS, MD 20743

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Mirector of Business [Pevelopment]



IMANIS LANDSCAPING SERVICE 7604 GAMBIER DRIVE UPPER MARLBORO, MD 20772

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Mirector of Business (Development



INNOFACE SYSTEMS, INC. 2411 CROFTON LANE SUITE 19B CROFTON, MD 211114

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

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Sincerely

Mrector of Business (Pevelopment



INTERMOTIVE INC 13395 New Airport Rd Ste A Auburn, CA 95602

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

Dear Business Owner:

MV Contract Transportation, Inc. is proposing on the above referenced project as a prime consultant and would appreciate price proposals and/or quotes from SBLPP firms who are currently certified with the Small Business & Local Preference Program (SBLPP) for the following services:

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INTERSTATE BATTERIES 12770 Merit Dr Suite 400 DALLAS, TX 75251

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

Dear Business Owner:

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rector of Business (Pevelopment



INTELLIGENT INFO. TECH. SOLUTIONS 1010 VERMONT AVENUE, NW WASHINGTON, DC 20005

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

Dear Business Owner:

MV Contract Transportation, Inc. is proposing on the above referenced project as a prime consultant and would appreciate price proposals and/or quotes from SBLPP firms who are currently certified with the Small Business & Local Preference Program (SBLPP) for the following services:

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Sincere

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J.C.M. & ASSOCIATES 5443 E WASHINGTON BLVD CITY OF COMMERCE, CA 90040-2501

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Sincerely,



We Provide Freedom™

July 16, 2011

KEN'S MAP SERVICE 1834 NOEMI DR CONCORD, CA 94519

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

Dear Business Owner:

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Arector of Business (Pevelopment



LA FRITTER & SON INC PO BOX 799 GLOUCESTER, VA 23061

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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i, Wirector of Business (Pevelopment



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July 16, 2011

MARUTI TRANSIT GROUP, LLC. 1050 EDGEWOOD AVENUE SOUTH JACKSONVILLE, FL 32205

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Sincerely

Prector of Business (Pevelopment



MCMILLON COMMUNICATIONS, INC. 12902 ARGYLE CIRCLE FT WASHINGTON, MD 20744

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Sincerely, Interest of Business (Development



MG AUTO GLASS 12007 VIERS MILL ROAD APT 101 SILVER SPRING, MD 20906

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

Dear Business Owner:

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Sincerely,

Urector of Business Pevelopment



MJS COMMUNICATIONS, LLC. 134 1ST STREET NW WASHINGTON, DC 20001

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

Dear Business Owner:

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Orector of business thevelopment



MR COPIERS LLC 10136 NIGHTINGALE STREET GAITHERSBURG, MD 20882

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

Dear Business Owner:

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Sincerely,

Orector of Business Development



Myco 9520 Gerwig Lane Suite E COLUMBIA, MD 21046

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

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Sincerely

Mrector of Business Development



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July 16, 2011

MVS, INC. 1401 14TH STREET, NW SUITE 200 WASHINGTON, DC 20005

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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ctor of business thevelopment



OFFIX LC 13525 WELLINGTON CTR CIR SUITE 107 GAINESVILLE, VA 20155

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

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Qirector of Business I Pevelopment



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July 16, 2011

ORKIN PEST CONTROL SERVICES 7180 TROY HILL DR SUITE G/H ELKRIDGE, MD 21075

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

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Sincerely,

business revelopinent



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July 16, 2011

OVERHEAD DOOR 6841 DISTRIBUTION DRIVE BELTSVILLE, MD 20705-1404

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

Dear Business Owner:

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Sincerely,

, torrector or business theretobuten



PACKER NORRIS PARTS, LLC 925 MERRITT BLVD BALTIMORE, MD 21222

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Sincerely,

Director of Business (Pevelopment



PEPCO PO BOX 4863 TRENTON, NJ 08650-4863

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Director of business pevelopment



Q'STRAINT PO BOX 403529 ATLANTA, GA 30384-3529

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

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Sincerely

ctor of Business Development



Robinson's Mobile Auto Detailing 2401 Spring St. Dunn Loring, VA 22027

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

Dear Business Owner:

MV Contract Transportation, Inc. is proposing on the above referenced project as a prime consultant and would appreciate price proposals and/or quotes from SBLPP firms who are currently certified with the Small Business & Local Preference Program (SBLPP) for the following services:

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Sincerely,

Otrector of Business (Pevelopment



ROCKVILLE RADIATOR SHOP INC 14630 H SOUTHLAWN LANE ROCKVILLE, MD 20850

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

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ROTO-ROOTER 5672 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

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S.L. KING TECHNOLOGIES 270 PEACHTREE STREET, NW ATLANTA, GA 30303

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

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S & M AUTO SUPPLY INC 4325 KENILWORTH AVENUE BLADENSBURG, MD 20710

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

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**Director of Business (peveropment)



SIGN A RAMA 13929 BALTIMORE AVE SUITE 3 LAUREL, MD 20707

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

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Orector of Business IPevelopment



SUN DEVELOPMENT CORP 1207 WYLIE ST NE WASHINGTON, DC 20002

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

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Sincerely,

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We Provide Freedom™

July 16, 2011

SUNBELT RENTALS PO BOX 409211 ATLANTA, GA 30384-9211

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

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Sincere prector of business theretopment

MV TRANSPORTATION, INC.



SunDun, Inc of Wahington P.O. Box #39 BELTSVILLE, MD 20705

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

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Sincerely,

rector of Business Development



SYDMINDS PERSONNEL SERVICES 4031 UNIVERSITY DRIVE #200 FAIRFAX, VA 22030

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

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Mirector of Business Development



Teams By Design 1001 Park Lane Suisun, CA 94585

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

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Tedd Britt Ford 11165 Main Street FAIRFAX, VA 22030

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

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UNITED GENERAL CONTRACTING, INC. 606 -B RHODE ISLAND AVENUE NE WASHINGTON, DC 20002

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

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UNITY CONSRUCTION OF DC, INC. 2728 12TH NE WASHINGTON, DC 20018

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

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July 16, 2011

WASHINGTON GAS PO BOX 37747 PHILADELPHIA, PA 19101-5047

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

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WASHINGTON SUBURBAN SANITARY 14501 SWEITZER LANE LAUREL, MD 20707-5902

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

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WASTE MANAGEMENT OF BALTIMORE P.O. BOX 13648 PHILADELPHIA, PA 19101-3648

Project: MetroAccess Paratransit Service

Owner: Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due: August 17, 2012

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Urrector of Business (Pevelopment



WILLOW SPRING TOWING& RECOVERY 12815 LEE HIGHWAY FAIRFAX, VA 22030

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

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Zeffi Corporation 3400 Mount Vernon Ave. Alexandria, VA 22305

Project:

MetroAccess Paratransit Service

Owner:

Washington Metropolitan Area Transit Authority (WMATA)

Proposals Due:

August 17, 2012

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SunDun, Inc of Wahington P.O. Box #39 BELTSVILLE, MD 20705

MV Transportation, Inc. 479 Mason Street, Suite 221 Vacaville, CA 95688



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SYDMINDS PERSONNEL SERVICES 4031 UNIVERSITY DRIVE #200 FAIRFAX, VA 22030

MV Transportation, Inc. 479 Mason Street, Suite 221 Vacaville, CA 95688



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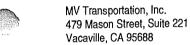


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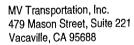
SUN DEVELOPMENT CORP 1207 WYLIE ST NE WASHINGTON, DC 20002







SUNBELT RENTALS
PO BOX 409211
ATLANTA, GA 30384-9211







Teams By Design 1001 Park Lane Suisun, CA 94585 MV Transportation, Inc. 479 Mason Street, Suite 221 Vacaville, CA 95688





ADVANCED COLLISION LLC 5005 HERZEL PLACE BELTSVILLE, MD 20705



MV Transportation, Inc. 479 Mason Street, Suite 221 Vacaville, CA 95688





ADMIRAL TIRE AND AUTO 2325 D NW CRAIN HWY BOWIE, MD 20716







AGENCIES TOOL CENTER , INC. P.O. BOX 77904 LOS ANGELES, CA 90007-0904

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LOS ANGELES, CA 90060-0036

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1441 McCORMICK DRIVE
UPPER MARLBORO, MD 20774





DYNAMIC E-WORLD TECHNOLOGY TRAINING 1875 MINTWOOD PLACE, NW UNIT 33 WASHINGTON, DC 20009

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DOMINION VIRGINIA POWER P.O. BOX 26543 RICHMOND, VA 23290-0001

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EMPLOYMENT GUIDE
PO BOX 297
NORFOLK, VA 23501-0297





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CONNEY SAFETY PRODUCTS 3202 LATHAM DR MADISON, WI 53744-4575

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CAPITAL CONSTRUCTION GROUP, LLC 3321 12TH STREET, NE WASHINGTON, DC 20017





CHARLEY'S CRANE SERVICE 8613 OLD ARDMORE RD LANDOVER, MD 20785

MV Transportation, Inc. 479 Mason Street, Suite 221 Vacaville, CA 95688





CENTRAL MAINTENANCE 12909 TWINBROOK PKWY ROCKVILLE, MD 20851

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Carquest 10218 Southard Drive BELTSVILLE, MD 20705





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CINTAS FIRE PROTECTION
PO BOX 636525
CINNCINATI, OH 45263-6525

479 Mason Street, Suite 221 Vacaville, CA 95688





B & R ASSOCIATES

7954 CESSNA AVENUE

GAITHERSBURG, MD 20879

MV Transportation, Inc. 479 Mason Street, Suite 221 Vacaville, CA 95688





AUTHORIZED TRANSMISSION REMANU 401 TERRACE DRIVE MUNDELEIN, IL 60060

MV Transportation, Inc. 479 Mason Street, Suite 221 Vacaville, CA 95688





ASCO EQUIPMENT INC PO BOX 1453 WESTMINSTER, MD 21157





BOCUS LOCK & KEY SERVICE
PO BOX 5381
CAPITOL HEIGHTS, MD 20791

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OKLAHOMA CITY, OK 73101

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BARNES GROUP, INC.
DEPT CH 14079
PALATINE, IL 60055-4079





BRAUN CORPORATION 39014 EAGLE WAY CHICAGO, IL 60678-1390

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BP LAWN & LANDSCAPE
PO BOX 649
BOWIE, MD 20718-0649





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FAIRFAX AUTO PARTS 3855 PICKETT ROAD FAIRFAX, VA 22031

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FACTORY MOTOR PARTS COMPANY NW 5544 MINNEAPOLIS, MN 55485-5544 MV Transportation, Inc. 479 Mason Street, Suite 221 Vacaville, CA 95688





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J.C.M. & ASSOCIATES 5443 E WASHINGTON BLVD CITY OF COMMERCE, CA 90040-2501

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LA FRITTER & SON INC PO BOX 799 GLOUCESTER, VA 23061





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INTERSTATE BATTERIES 12770 Merit Dr Suite 400 DALLAS, TX 75251

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HYDRAULICS UNLIMITED INC 193 WEST HAMPTON AVENUE CAPITAL HEIGHTS, MD 20743



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INNOFACE SYSTEMS, INC. 2411 CROFTON LANE SUITE 19B CROFTON, MD 211114





MJS COMMUNICATIONS, LLC. 134 1ST STREET NW WASHINGTON, DC 20001

MV Transportation, Inc. 479 Mason Street, Suite 221 Vacaville, CA 95688



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PALATINE, IL 60038-0001

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HANOVER UNIFORM CO. 3501 MARMENCO COURT BALTIMORE, MD 21230





Myco 9520 Gerwig Lane Suite E COLUMBIA, MD 21046



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MR COPIERS LLC 10136 NIGHTINGALE STREET GAITHERSBURG, MD 20882

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OFFIX LC 13525 WELLINGTON CTR CIR SUITE 107 GAINESVILLE, VA 20155

MV Transportation, Inc. 479 Mason Street, Suite 221 Vacaville, CA 95688





MVS, INC. 1401 14TH STREET, NW SUITE 200 WASHINGTON, DC 20005





PEPCO PO BOX 4863 TRENTON, NJ 08650-4863

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6841 DISTRIBUTION DRIVE
BELTSVILLE, MD 20705-1404

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MV Transportation, Inc. 479 Mason Street, Suite 221 Vacaville, CA 95688





Robinson's Mobile Auto Detailing 2401 Spring St. Dunn Loring, VA 22027

MV Transportation, Inc. 479 Mason Street, Suite 221 Vacaville, CA 95688





Q'STRAINT PO BOX 403529 ATLANTA, GA 30384-3529





S & M AUTO SUPPLY INC 4325 KENILWORTH AVENUE BLADENSBURG, MD 20710

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MV Transportation, Inc. 479 Mason Street, Suite 221 Vacaville, CA 95688





WILLOW SPRING TOWING& RECOVERY 12815 LEE HIGHWAY FAIRFAX, VA 22030

MV Transportation, Inc. 479 Mason Street, Suite 221 Vacaville, CA 95688





Zeffi Corporation 3400 Mount Vernon Ave. Alexandria, VA 22305







WASHINGTON SUBURBAN SANITARY 14501 SWEITZER LANE LAUREL, MD 20707-5902

MV Transportation, Inc. 479 Mason Street, Suite 221 Vacaville, CA 95688





WASTE MANAGEMENT OF BALTIMORE P.O. BOX 13648 PHILADELPHIA, PA 19101-3648

MV Transportation, Inc. 479 Mason Street, Suite 221 Vacaville, CA 95688





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TEMPLE HILLS, MD 20748





UNITED GENERAL CONTRACTING, INC. 606 -B RHODE ISLAND AVENUE NE WASHINGTON, DC 20002

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SYDMINDS PERSONNEL SERVICES 4031 UNIVERSITY DRIVE #200 FAIRFAX, VA 22030

MV Transportation, Inc. 479 Mason Street, Suite 221 Vacaville, CA 95688













SUN DEVELOPMENT CORP 1207 WYLIE ST NE WASHINGTON, DC 20002



MV Transportation, Inc. 479 Mason Street, Suite 221 Vacaville, CA 95688





SUNBELT RENTALS
PO BOX 409211
ATLANTA, GA 30384-9211



MV Transportation, Inc. 479 Mason Street, Suite 221 Vacaville, CA 95688





Teams By Design 1001 Park Lane Suisun, CA 94585 Part I, Section 12- Minimum Proposal Acceptance Period of the RFP required all proposals to be valid for a minimum of 180 calendar days from the latest proposal. Based on the August 24, 2012 proposal due date, the minimum proposal validity period will end Wednesday, February 20, 2013. WMATA is requesting an extension of that minimum proposal validity period of 45 calendar days to April 6, 2013 to complete the proposal evaluation process.

Please respond by COB, on Monday, February 18th, indicating whether you will agree to extend the proposal validity for 45 calendar days to April 6, 2013.

MV Transportation, Inc. confirms that it agrees to extend the proposal validity for 45 calendar days to April 6, 2013.

Signature:

Date: 2/15/13

Title: Senior Vice President

RFP: CQ12169/KAM

From:

@mvtransit.com]

Sent:

Saturday, February 16, 2013 12:36 AM

To:

Cc: Subject:

RE: RFP CQ12169/KAM

Attachments:

MV proposal extension for RFP CQ12169-KAM.pdf

Good Evening

MV Transportation, Inc. confirms that it agrees to extend the proposal validity for 45 calendar days to April 6, 2013. Please see attached.

Please let me know if you require any additional information.

Regards,

Sr. Vice President Business Development

Phone: Fax:

Celli

@mvtransit.com Ema

www.mvtransit.com



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From

@wmata.com]

Sent: Friday, February 15, 2013 7:45 AM

To Cc

Subject: RFP CQ12169/KAM

Good Morning,

WMATA is still evaluating proposals and anticipates awarding soon. Please see the attachment for an extension request to complete the proposal evaluation process.

The extension must be sent to

@wmata.com and cc:

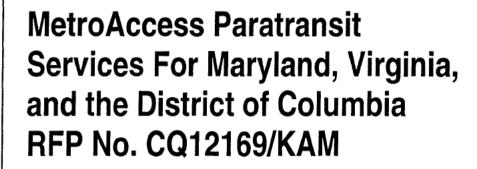
୭wmata.com.



PROPOSAL TO

Washington Metropolitan Area Transit Authority

FOR



Operations Control Center Volume I – Cost Proposal

Dated: August 24, 2012





SUBMITTED TO:

Washington Metropolitan Area Transit

Authority

Contract Administrator

Third Floor File Room
Jackson Graham Building
600 Fifth Street, N.W.
Washington, DC 20001

Telephone:

SUBMITTED BY:

MV Transportation, Inc.

and all subsidiaries, joint ventures, partnerships and affiliates Senior Vice President 5910 N. Central Expressway, Suite 1145 Dallas, TX 75206

Telephone: Facsimile:



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August 21, 2012

Washington Metropolitan Area Transit Authority Office of Procurement and Materials Third Floor File Room Jackson Graham Building 600 Fifth Street, N.W. Washington, DC 20001

Attn:

RE: RFP CQ12169/KAM, Operations Control Center (MACS-OCC) Volume I - Cost/Price Proposal

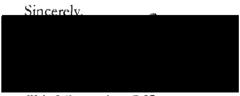
and Members of the Evaluation Panel: Dear

It is with my sincere gratitude that I, on behalf of MV Transportation, Inc., submit the company's response to Washington Metropolitan Area Transit Authority's Request for Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia (RFP CQ12169/KAM).

The documents contained herein represent MV's cost proposal for the operation of the MetroAccess Operations Control Center (MACS-OCC). MV has worked closely with its local staff, its corporate support teams, and its board of directors to derive a cost proposal that satisfies WMATA's financial requirements, remains compliant with the Authority's request, and delivers the overall best quality of service to the MetroAccess passengers.

(senior vice president) will serve as your primary contact for this
procurement and is authorized to make representations for MV Transportation, Inc., to
include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity).
can be reached any time of day at and via email at
@mvtransit.com. Additionally, I will serve as your secondary contact; I can be
reached any time of day at or via email at more more maniful at a more more more more more more more more

Thank you for your consideration; I encourage you to retain MV Transportation as your partner for the provision of the MetroAccess Operations Control Center. We look forward to working with you throughout this procurement.

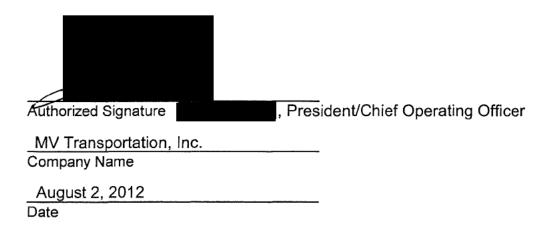


Chief Operating Officer

PRICE SCHEDULE SHEET

METROACCESS PARATRANSIT SERVICE FOR MARYLAND, VIRGINIA, AND THE DISTRICT OF COLUMBIA.

USE ATTACHED PRICE PROPOSAL





PRICE PROPOSAL

RFP CQ12169/KAM

The **Operations Control Center Contractor** shall provide fixed per call rates for each service level benchmark for each year of the contract. Estimated call volume is provided for evaluation purposes only and does not represent a firm commitment to purchase any amount of service. Actual service levels may vary widely from the estimated service levels shown. The fixed per call are to include all applicable charges. No additional charges will be allowed.

Year One - July 1, 2013 - June 30, 2014

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 1 (multiply Line 5 by Line 6)	

Year Two - July 1, 2014 - June 30, 2015

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 2 (multiply Line 5 by Line 6)	

Year Three - July 1, 2015 - June 30, 2016

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 3 (multiply Line 5 by Line 6)	

Year Four - July 1, 2016 - June 30, 2017

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 4 (multiply Line 5 by Line 6)	

Year Five - July 1, 2017 - June 30, 2018

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 5 (multiply Line 5 by Line 6)	

Option Year One - July 1, 2018 - June 30, 2019

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 6 (multiply Line 5 by Line 6)	

Option Year Two - July 1, 2019 - June 30, 2020

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 7 (multiply Line 5 by Line 6)	

Option Year Three - July 1, 2020 - June 30, 2021

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH") Fixed Rate/Call Handled						
1	18,360 to 22,950 calls handled per week						
2	22,951 to 31,050 calls handled per week						
3	31,051 to 37,261 calls handled per week						
4	Sum of Hourly Rates (add Lines 1 through 3)						
5	Average Hourly Rate (divide Line 4 by the number 3)						
6	Estimated Annual Revenue Service Hours						
7	Estimated Annual Cost Year 8 (multiply Line 5 by Line 6)						

Option Year Four - July 1, 2021 - June 30, 2022

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 9 (multiply Line 5 by Line 6)	

Option Year Five - July 1, 2022 - June 30, 2023

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 10 (multiply Line 5 by Line 6)	

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

PRICE PROPOSAL

RFP CQ12169/KAM

OPERATIONS CONTROL CENTER - FIXED RATE COST COMPONENT DETAIL

FOR EACH LINE ITEM ENTER THE AMOUNT IT CONTRIBUTES TO THE PER CALL RATE BY YEAR

No. Cost line Items Year 1 Year 2 Year 3 Year 4 Year 5 Option Year 1 Year 2 Year 3 Year 4 Year 5 Year 3 Year 4 Year 5 Year 3 Year 4 Year 5 Year 5 Year 1 Year 2 Year 3 Year 4 Year 5 Year 4 Year 5 Year 1 Year 2 Year 3 Year 4 Year 5 Year 5 Xear 1 Year 2 Year 3 Year 4 Year 5 Year 5 Xear 1 Year 1 Year 2 Year 3 Year 4 Year 5 Year 5 Xear 1 Year 1 Year 2 Year 3 Year 4 Year 5 Xear 1 Year 1 Year 2 Year 3 Year 4 Year 5 Xear 1 Year 1 Year 2 Year 3 Year 4 Year 5 Xear 1 Year 1 Year 2 Year 3 Year 4 Year 5 Xear 1 Year 1 Year 2 Year 3 Year 4 Year 5 Xear 1 Year 1 Year 2 Year 3 Year 4 Year 5 Xear 1 Year 1 Year 2 Year 3 Year 4 Year 5 Xear 1 Year 1 Year 2 Year 3 Year 4 Year 5 Xear 1 Year 1 Year 2 Year 3 Year 4 Year 5 Xear 1 Year 1 Year 2 Year 3 Year 4 Year 5 Year 1 Year 2 Year 3 Year 4 Year 5 Year 1 Year 1 Year 2 Year 3 Year 4 Year 5 Year 1 Year 1 Year 2 Year 3 Year 4 Year 5 Year 1 Year 1 Year 2 Year 3 Year 4 Year 5 Year 1 Year 1 Year 2 Year 3 Year 4 Year 5 Year 1 Year 1 Year 2 Year 3 Year 4 Year 5 Year 1 Year 1 Year 2 Year 3 Year 4 Year 5 Year 1 Year 1 Year 2 Year 3 Year 4 Year 5 Year 1 Year 1 Year 1 Year 2 Year 3 Year 4 Year 5 Year 1 Year 1 Year 2 Year 3 Year 4 Year 5 Year 1 Year 1 Year 1 Year 2 Year 3 Year 4 Year 5 Year 1 Year 1 Year 1 Year 1 Year 2 Year 3 Year 1 Yea													
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36 Telephone)													ı
	36	Telephone)											

37	Start-up Costs 1			
38	Fringe Benefits 2			
39	General & Administrative Costs			
40	Profit			
41	Other (Facility Expenses)			
42	Other (Professional Services)			
43	Other (Electronic Data Storage)			
44	Other (Capital Depreciation)			
45	Other (Interest Expense)			

¹ Proposers may be required to provide detailed start-up costs upon WMATA's request.





² Proposers may be required to provide detailed information on employer versus employee paid fringe benefits.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

PRICE PROPOSAL

RFP CQ12169/KAM

OPERATIONS CONTROL CENTER - FIXED RATE COST COMPONENT DETAIL FOR EACH LINE ITEM ENTER THE TOTAL ANNUAL COST

No.	Cost Line Items	Year 1	Year 2	Year 3	Year 4	Year 5	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	
	LABOR						rear t	rearz	rears	Teal 4	rears	L
1	General Manager											
2	Asst. General Manager											
3	Reservations Manager											
4	Dispatch Manager											
5	Scheduling Manager											
6	IT Manager											
7	Training Manager											
8	Administrative Support Manager											
9	ELIG Office Receptionist											e de
10	ELIG Reservations Coordinator											
11	ELIG Dispatch Support											
12	Reservations Supervisor											
13	Reservationists											
14	Schedulers											
15	Dispatch Supervisors											
	Dispatchers											
17	Eligibility Dispatcher											
18	No show dispatchers/clerks											
19	Control Center training supervisor											
20	Customer Service Agent											
21	Controller											
22	Asst. Controller											
23	Billing Auditor											
	Accounting Clerk											
25	IT Supervisor											
	IT Staff											
27	HR Manager											
	HR Generalist/Recruiter											1
	MATERIAL & OTHER COSTS											1
29	Physicals (each)											
	Monthly Physicals (New/Replacement											
30	Staff)											
31	Drug & Alcohol Testing											
32	Help Wanted Advertising											
33	General Liability Insurance											
34	Administrative support											
35	Trapeze Support											
36	Communication (Radio or Push-to-Talk Telephone)											
	, ciopitolio)											

37	Start-up Costs 1				,	
38	Fringe Benefits 2					
39	General & Administrative Costs					
	Profit					
41	Other (Facility Expenses)					
	Other (Professional Services)					
	Other (Electronic Data Storage)					
44	Other (Capital Depreciation)					
45	Other (Interest Expense)					

¹ Proposers may be required to provide detailed start-up costs upon WMATA's request.





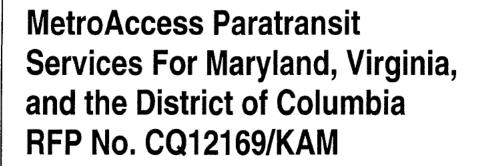
² Proposers may be required to provide detailed information on employer versus employee paid fringe benefits.



PROPOSAL TO

Washington Metropolitan Area Transit Authority

FOR



Operations Control Center
Volume II – Technical Proposal

Dated: August 24, 2012





SUBMITTED TO:

Washington Metropolitan Area Transit Authority

, Contract Administrator

Third Floor File Room Jackson Graham Building 600 Fifth Street, N.W. Washington, DC 20001 Telephone

SUBMITTED BY:

MV Transportation, Inc.

and all subsidiaries, joint ventures, partnerships and affiliates, Senior Vice President 5910 N. Central Expressway, Suite 1145
Dallas, TX 75206

Telephone Facsimile:



We Provide Freedom™

August 21, 2012

Washington Metropolitan Area Transit Authority
Office of Procurement and Materials
Third Floor File Room
Jackson Graham Building
600 Fifth Street, N.W.
Washington, DC 20001
Attr

RE: RFP CQ12169/KAM, Operations Control Center (MACS-OCC) Volume II – Technical Proposal

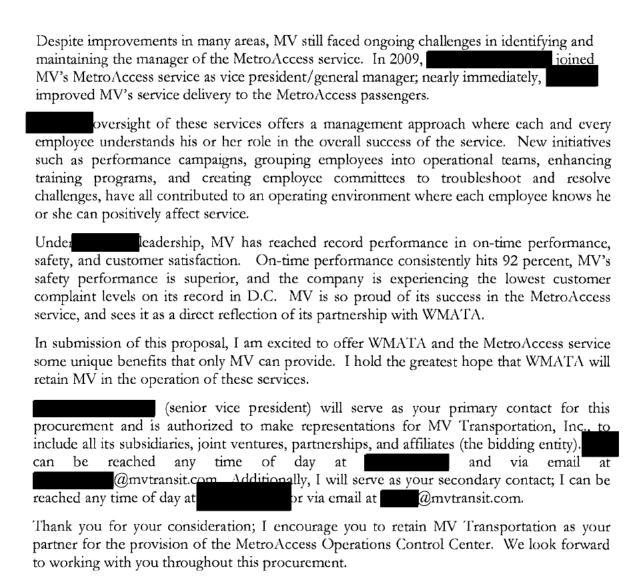
Dea: and Members of the Evaluation Panel:

It is with my sincere gratitude that I, on behalf of MV Transportation, Inc., submit the company's response to Washington Metropolitan Area Transit Authority's Request for Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia (RFP CQ12169/KAM).

The documents contained herein represent MV's technical proposal to continue operation of the MetroAccess Operations Control Center (MACS-OCC). MV has worked closely with its local team, its IT support professionals, several third party software companies, and its board of directors to propose an operating plan that aligns with WMATA's new contract structure, delivers WMATA's technical requirements, remains compliant with the Authority's request, and most importantly offers the best possible service quality to the MetroAccess passengers.

MV has always valued its working relationship with WMATA, and the honest and productive communications which have resulted. The past seven years operating under this contract have been extraordinarily important to MV's growth and development. Representing WMATA, one of the most prestigious and renowned transit agencies, in the delivery of essential paratransit services within and around the nation's capital has given MV extraordinary insight into the management of large-scale paratransit service. As a result, the company has found new ways to improve its operations and deliver critical paratransit services efficiently and effectively.

The past seven years have not been without challenge. MV's startup of the MetroAccess service was complex and required significant support from MV's team. Together, MV and WMATA worked through these challenges and have, year over year, improved the quality of service provided by MetroAccess, while remaining flexible to significant fluctuations in demand.



Chief Operating Officer

Unconditional Satisfaction Guaranteed Warranty



MV Transportation is pleased to provide the following unconditional warranty to the Washington Metropolitan Area Transit Authority (WMATA). In the event MV is selected to provide services pursuant to WMATA's Request for Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia, in addition to any contractual warranties and remedies that WMATA is entitled to under the contract, MV will warrant its service as follows:

In the event the Washington Metropolitan Area Transit Authority (WMATA) is dissatisfied with MV's service for any reason during the term of the contract, WMATA may terminate the contract. In the event the contract is so terminated, MV will refund to WMATA any and all profits made by MV resulting from this contract, during the final 12 months during the period prior to the termination.





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Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

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6.	LCNS (Currently Licensed by WMATA)	
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Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

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Due to the side of Volume II – Technical Proposal, MV has provided one (1) single-sided unbound original and ten double-sided copies.

Each unbound original of Volumes I, II, and III contain a CD with an electronic version.







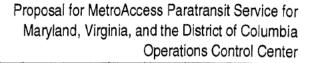


Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

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MetroAccess is one of the largest paratransit systems in the United States, serving 2.3M passengers a year¹ across the Washington Metropolitan Area (including Washington DC, Maryland, and Virginia) and generating a call volume of more than 126,000² per month.

In 2005 MV Transportation was awarded the contract for the MetroAccess ADA Paratransit system. Under this contract's scope of work, the responsibilities of the selected contractor included managing all service and subcontracted service providers; establishing a full-service, technology-driven call center; and procuring a fleet, complete



with on-board technology. Working in partnership, MV and WMATA staff established the infrastructure and provided the resources necessary to position MetroAccess for success. The system was well on its way to achieving the overarching goal of transforming into a data-driven system that uses best practices and new technologies to improve the overall passenger experience.

MV's transition and operation of MetroAccess required not only significant resources, but also intense perseverance and an unwavering commitment to improvement from both MV and WMATA staff. The changes implemented over the past contract term – at times with great success and at times with difficulty – were made with the passengers' best interests in mind. MV appreciates the spirit of partnership and the patience that WMATA staff has demonstrated over the past contract term as the company has navigated the path to its current success.

MV applauds the Authority in its recognition for its achievements in innovation, marked with the receipt of the 2012 APTA Innovation Award for its management of paratransit demand.

Managing to Success

Notably, under the leadership of MV's general manager, MV's operation of MetroAccess has hit its stride in operating performance. Known for his ability to manage high-profile, high-demand, technology-driven demand response services, demonstrated project management

² Reservations and WMR calls, 22-month average, June 2010 through April 2012 (Appendix B2)



¹ FY 2011 (Appendix B3)



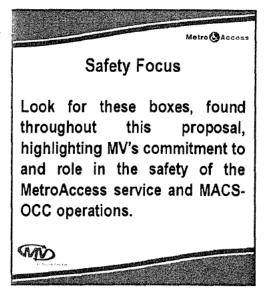


Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

skill has greatly benefited the system. Under his leadership, MV's service performance has reached an alltime high, with on time performance consistently meeting or surpassing 92 percent, improving productivity, superior safety performance, and the lowest customer complaint levels on MV's record in this service.

has worked closely with WMATA staff to realize WMATA's overall goals and mission in MV's operation of MetroAccess. Making safety the absolute number one priority, leads by example and has successfully transformed the culture of MV's MetroAccess service to one focused on safe and healthy service.

Finally, more than five years following MV's monumental transition and transformation of service, the new MetroAccess contract further refines WMATA's vision for this service. MV brings the historical understanding of MetroAccess and the referential experience of operating this complex service to this new contact. Building upon the foundation of the current system, WMATA's selection of MV to continue as its contractor confirms the goals for progress cited in this RFP will be met, without a disruption of a service transition and learning curves.



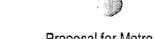
About MV's Proposed Management Team

MV's proposed management team comprising several experienced transportation professionals who bring a broad range of skills related to paratransit call center operations, many of whom have direct experience with the MetroAccess Operations Control Center and the Trapeze PASS system currently in use. Led by a dedicated and talented general manager, this team fully meets WMATA's requirements, which is clearly demonstrated throughout the staffing section of this proposal and summarized below:

- General Manager whose 16 years of transportation management experience encompasses three (3) years of direct experience with the MetroAccess service and strong background in paratransit, call center, and Trapeze management;
- reservations manager, who brings 15 years of experience with large urban paratransit operations and three years of control center management experience;
- Dispatch Manager , who has worked directly with the MACS-OCC operation for two years and has 11 years of public transportation experience;
- dispatch manager, whose 12 years of public transportation experience includes nearly two years with the MACS-OCC and significant experience with dispatching in a Trapeze environment;







Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

	dispatch manager, who brings more than 21 years of transportation management sperience to the MACS-OCC, including three years as assistant general manager of MV's setro. Access operation in Capitol Heights, and a strong background in dispatching;
ex	a 22-year veteran of the transportation industry with significant sperience with large urban paratransit services, and who is proficient in the use of Trapeze PASS as oth an end user and as a former employee of the Trapeze Software Group;
	scheduling manager, whose career in transportation spans nearly three decades, and cludes significant experience with the Trapeze PASS system as MV's director of information chnology and a former employee of the Trapeze Software Group;
	T manager, who has actively supported MV's use of the Trapeze PASS system at the MACS-CC as the Company's special project manager since 2010, and brings vast knowledge of applications d programs used to support the MetroAccess Operations Control Center;
	raining Manager who also brings significant experience in the training and use of the rapeze PASS system in support of paratransit call centers throughout the United States; and
au	dministrative Support Manager whose 20 years of transportation experience is gmented by her expertise in the areas of human resources and accounting, as well as her familiarity in e use of the Trapeze system both on the operations and support side.
	lition to the positions required by WMATA's RFP for this procurement, MV is pleased to propose a er of support positions that have proven essential to MV's MACS-OCC operation. These include the ring:
- As	ssistant General Manager who will provide direct support to
- Co	ontroller who manages accounting, payroll, and other financial functions;
■ [- <u>[</u> -[uman Resources Manager , who will manage MV's employee relations efforts; and
■ Ht	aman Resources Generalist/Recruiter , who will support

Where We Are Today

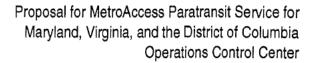
"Today, MetroAccess is meeting its operational and financial performance objectives, consistently delivering 92% on-time performance, exceeding its safety and customer service goals, and remaining favorable to budget. Much of the success of the current contract model is attributable to the close working relationship that WMATA and its contractors have established with our customers and with the Accessibility Advisory Committee (AAC), a group of representative customers who report to the WMATA Board of Directors and with whom all contractors must collaborate and support."

in all human resources functions and employee recruitment efforts.

- Page III-4, MetroAccess RFP







The Washington Metropolitan Area Transit Authority ("WMATA" or "Authority") has released a Request for Proposal ("RFP") for the operation and management of the MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia (RFP NO. CQ12169/KAM). Seeking contractors with "demonstrated effectiveness in managing and providing "ADA-compliant, complementary paratransit service" WMATA intends on awarding multiple contracts at a firm-fixed price, to viable firms to provide Service Delivery (herein referred to as "Service Delivery" or "SD"), as well as Quality Assurance (herein referred to as "Quality Assurance" or "QA") and Operations Control Center Services (herein referred to as "Operations Control Center", "OCC" or "MACS-OCC").

As the contractor providing all three functions since 2005, MV is uniquely positioned to successfully operate the MACS-OCC while working collaboratively with the other contractor(s) to promote the best interests of WMATA and the MetroAccess passengers, and to uphold WMATA's stated mission: Metro operates and maintains a safe, reliable and effective transit system that enhances mobility, improves the quality of life, and stimulates economic development in the Washington metropolitan area.

MV is pleased to submit its proposal to serve as the Operations Control Center Contractor. Under MV's proposal, it will assume responsibility for all trip reservations, trip scheduling, dispatching, and Where's My Ride? functions, as well as Eligibility Certification Office Support and IT support for the MetroAccess paratransit operation.

This proposal represents MV's operating plan for the next contract term, and is based on the company's unique and first-hand knowledge operating this service. The staffing levels proposed in this plan are based on real and continued success in managing these services, meeting both WMATA's standards and passenger expectations. As WMATA selects a contractor for the management and operation of the Operations Control Center Services, MV encourages the evaluation panel to consider its distinctive and experiential credentials in the MetroAccess system.

"Due to our ongoing partnership, service to CLB staff and clients, and collaborative efforts, CLB fully supports MV transportation in continuing the service contract with WMATA. The renewal of this contract will ensure the continued quality service improvements, consistency of transportation, and finally an established relationship to build upon for future endeavors. It is critically important that this collaboration and partnership continue to grow as it not only impacts the quality of service provided but it gives the same customers they serve the opportunity for employment."

- Columbia Lighthouse for the Blind



5	
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•	Cuppost Letters
	SUPPORT LETTERS

To whom it may concern,

My name is a lam the Transportation Coordinator for Helping Hands Adult Day Services located in Clinton Maryland. I have been in the transportation field for over 22 years. I have seen a number of transportation companies go and come in my years of services. I remember when Metro Access contracted logistic care to provide services such as customer service, transportation, reservation, dispatchers and etc. The problem that with logistic was that they did not have professional staffing to handle the amount of customers calling on a daily basis vehicles that they had in their fleet was not up to standard in manner I believe they should have been. I was hearing a lot of complaints from other contractors and customers that was utilizing logistic care services.

I began to seeing a change in Metro Access Services when MV Transportation began managing the services.

- Reservation department-reservationist is polite and professional and all-time, wait time is less than 2 min. and they are very knowledgeable about Metro access services.
- Dispatchers-dispatches give your prompt information when needed on the where about of their rider if requested in a timely manner. Outstanding services
- Customer Service-the customer service department really has improved a great deal. When
 calling customer service to file a complaint and to ask about other services needed they will
 place you on hold you will be listening to and automated service for over one hour before and
 customer service representative would answer their line. Yes it has improved a great deal under
 MV transportation.
- Most importantly the drivers are professional and courteous to their customer and all-time. Interact with a large number of drivers at our two adult day care centers daily. The question I always ask the drivers once they have completed their loading and unloading of the clients how was the trip? Did you have any problem with your customer? Yes you do have some outstanding drivers who really care about the type of customers that they transport. As you know things can change suddenly in transportation at any given time each day is different than the next day.

I am very pleased with the service MV transportation is providing to our organization at this time as long as we keep the communications open, believe why we are providing service and work hard to provide outstanding services MV transportation believes in providing outstanding services to their customers

Thanks

July 31, 2012

To Whom It May Concern:

It is with great pleasure that I write to you in recommendation of MV Transit.

I am the Director of Transportation services for The Arc of Prince George's County, a large multi-faceted non-profit corporation. The Arc has been supporting people with intellectual and developmental disabilities and their families for over 60 years.

The Arc has been utilizing the services of Metro Access since 2001, currently under the operation of MV Transit who has been coordinating the subscription trips for more than 300 people.

We have come accustomed to the reliability and professionalism of MV Transit officials, dispatchers and vehicle operators to transport our program participants in a safe and respectful manner to our various programs, and work sites.

MV Transit has demonstrated the capabilities of providing prompt door to door services for the past six years, and it is our hope that MV Transit continues the operation of Metro Access services.

If I can be of any further assistance, or provide you with any further information, please do not hesitate to contact me, I can be reached at

t

Yours Sincerely,

The Arc of Prince George's County 1300 Mercantile Lane, Suite 220 Largo, MD 20774

@thearcofpgc.org



July 30, 2012

Ms MV Transportation 6505 Belcrest Road, Suite 502 Hyattsville, MD 20782

Dear

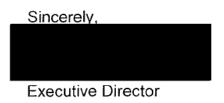
I am writing to thank you and your colleagues at MV Transportation, on behalf of Independence Now and the consumers we serve in Montgomery and Prince George's Counties. The donations MV has made have allowed Independence Now (IN) to provide services that were underfunded.

IN has provided Independent Living Services to approximately 1500 people with disabilities in Montgomery and Prince George's County this fiscal year. MV Transportation's support has allowed us to go beyond service delivery to:

- Provide transportation for consumers to IN's hosted events
- Outreach to one of our under-served populations, the youth
- host a Christmas party and provided target gift cards to consumers
- provide snacks and drinks for our seminars and events
- support our intern from Gallaudet University that assisted with consumers who are deaf
- allowed a resident in a nursing facility to go out and shop for her toddler son

IN is also appreciative of MV Transportation's support including: staffing pick-ups for IN's high attended functions by Metro Access users; attending TAG (Transportation Action Group) meetings upon request; and working to resolve transportation issues with IN's consumers

We look forward to working with MV Transportation on future endeavors.





Project Manager
MV Transportation, Inc.
8500 Leesburg Pike, Suite 7000
Vienna, VA 22182

Dear

This is a letter of support from Columbia Lighthouse for the Blind (CLB) for MV Transportation.

Columbia Lighthouse for the Blind has been providing programs, services, training and employment to consumers who are visually impaired or blind in the Greater Washington region for 112 years. Throughout that time, we have worked closely with our consumers on their transportation needs and issues. A majority of CLBhe Greater Washington region for 112 years. Throughout that time, we havk, and attend community events. One of the significant barriers faced by blind and low vision individuals is the lack of reliable and safe transportation.

Throughout the past six years we have seen Metro Access services improve for our customers. MV Transportation has worked with CLB and other blindness organizations to provide training for MV Transportation drivers to demonstrate correct Human Guide Technique and other strategies to effectively work with individuals who are blind or low vision. Currently, this sensitivity training is being done internally, but the effort to educate drivers has greatly improved throughout the years, and with this practice continuing, transportation service has become more customer oriented and reliable.

Additionally, we were quite pleased when late last year MV Transportation reached out to CLB to form a partnership that would result in hiring people who are visually impaired or blind and service disabled veterans (through our Bridge to Work program™) as reservation agents, dispatchers, quality assurance agents and customer service agents. MV transportation initiated this agreement to hire our consumers in order to not only decrease the unemployment rate, but also ensure that some of their employees represent the population that they serve. This enables MV Transportation to better understand the customers they serve and to become more sensitive to their needs which will ultimately result in better customer service.

MV Transportation is aware that when people with disabilities are hired, they often remain loyal and demonstrate a high level of retention. This hiring initiative has opened many doors for communications and collaboration, and has added a resource to MV Transportation that will continue to strengthen their delivery of services to those with disabilities. As a result of this collaboration and partnership, two of CLB's consumers were hired and we expect to have 10 service disabled veterans hired as dispatchers, along with a total of 10 visually impaired consumers hired as reservation agents by the end of September.

Due to our ongoing partnership, service to CLB staff and clients, and collaborative efforts, CLB fully supports MV transportation in continuing the service contract with WMATA. The renewal of this contract will ensure the continued quality service improvements, consistency of



transportation, and finally an established relationship to build upon for future endeavors. It is critically important that this collaboration and partnership continue to grow as it not only impacts the quality of service provided but it gives the same customers they serve the opportunity for employment. There is a 50% - 70% unemployment rate in the blind community and the impact that WMATA, MV Transportation and CLB can have is overwhelmingly positive. I am not confident that any other corporation responding to this RFP will have the same interest or conviction to serve this population, and the desire to learn from past mistakes.

We strongly recommend that MV Transportation be awarded this contract, and we urge WMATA to deeply consider how other vendors plan to work with this population.

Sincerely,

Chief Operating Officer
Columbia Lighthouse for the Blind

Arlington, Virginia March 31, 2012

To: Transit Accessibility Center, 600 5th Street, NW, Washington, DC 20001

Re: Assessment

My wife and I wish to thank your drivers and all other Metro Access personnel who were involved in our travel and evaluation on Wednesday. March 28. Every one of them was unfailingly friendly, cheerful and helpful to us.

It makes us feel proud that we have a government agency that serves its citizens so well.

So, thanks again for everything.

Sincerely,



July 22, 2012

Community Relations Manager

MV Transportation, Inc. 259 Regal Downs Circle Winter Garden, Fl 34787

To Whom It May Concern:

I am writing in appreciation of the support MV Transportation has provided to the National Federation of the Blind (NFB) of Virginia. A portion of our local membership uses the service and recognizes that MetroAccess (and MV Transportation) are a partner in getting around the Washington DC area.

I am especially grateful for MV Transportation's financial support of our annual banquet which included approximately 50 members from NFB chapters in Northern Virginia, Washington DC, and Suburban Maryland. MV Transportation's generous financial support enabled many members to attend the banquet with financial support. At the banquet, MV Transportation staff communicated their commitment to the community and reiterated their commitment to enabling our members to lead full and active lives within the community.

On behalf of NFB Members throughout the Washington DC area, I wanted to say thank you.

President, Potomac Chapter, National Federation of the Blind of Virginia

@verizon.net

9603 47th Place College Park, MD 20740 March 23, 2012

Director Community Relations MV Transit 6505 Belcrest Road Hyattsville, MD 20782

Dear

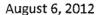
On behalf of the members of The ARC of Prince George's County's Family Support Group, I wish to thank you for attending the March 20012 meeting at which time you informed us of your agency's role in transporting The ARC's clients.

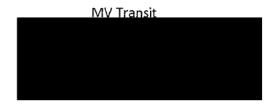
Your presentation was illuminating and interesting, and gave us great insight into the dynamics of transportation. Your explanations and examples were illuminating.

Due to an unexpected delay, you and Ms. Butler were asked to wait to join the meeting. We are very glad you could wait and appreciated your graciousness.

Again. many thanks.

Sincerely



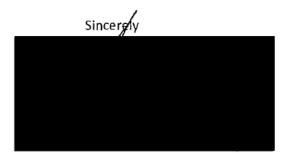


To Whom It May Concern:

As a patron of the current MetroAccess system within the Washington Metropolitan Area Transit Authority (WMATA) compact I have been very pleased with the current service provided to me by MV Transit. Providing the current MetroAccess service within the WMATA compact area provides unique challenges that MV has recognized and succeeded in fixing. Over the last 8 years they have implemented the current GPS Tracking system, improved the scheduling system and offered an online booking system for patrons. They have incorporated a payment system that makes it easier for patrons and drivers to track payments and reimburse customers if there is a dispute regarding a trip. Numerous other efficiencies have been developed to enhance customer satisfaction and make the trips more efficient especially services such as door to door service and the automated call upon arrival.

I have been involved with the implementation of this service and have witnessed the day to day operation of the current system and am pleased with the overall efficiencies and effectiveness of the current program. What is most notable is MV Transit's willingness to work with WMATA and the disabled community to rectify service issues when they occur. They have listened to the disability community and strive to improve on their policies and performance based on the input that they receive. MV continually seeks input from their ridership and works to make their system more reliable, and policies and procedures transparent to their patrons. This level of accountability is very noteworthy and represents the work ethic of a company who truly cares about the people they serve and will strive to study and improve their service on an on-going basis.

The professionalism, courtesy, and level of cooperation I have received from MV Transit over the last 8 years has been exemplary. MV has demonstrated that they have the capacity to run a complex paratransit system where the needs of their patrons come first.





5335 WISCONSIN AVE NW | SUITE 825 | WASHINGTON, DC 20015 | WWW.DCQUALITYTRUST.ORG



Powering Change Through Partnership

Cruisin' For a Cause

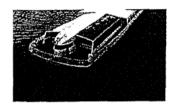
Honorary Host Committee: Congresswoman Eleanor Holmes Norton DC Mayor Vincent C. Gray

Corporate Host Committee: NCC Foundation

Host Committee:



Join Quality Trust Cruisin' for a Cause July 22, 2012



July 2, 2012

Director Customer Relations MV Transportation 6505 Belcrest Road, Suite 502 Hyattsville, MD 20782

Dear

On behalf of Quality Trust for Individuals with Disabilities (Quality Trust) and the thousands of District area residents with developmental disabilities, thank you for supporting our Cruisin' For a Cause event as a Leadership Sponsor. This annual fundraiser is a celebration of our vision for people with developmental disabilities and our community. It creates the opportunity for us to connect with friends and colleagues like you and highlight the potential and promise of the people we represent. All proceeds from this event will directly support Quality Trust's advocacy and outreach efforts for people with developmental disabilities and their families. As a Leadership Sponsor, you will be listed in the program and on the post event materials as "MV Transportation".

Our vision is that people with developmental disabilities experience full participation and inclusion in our community. We stand beside our members to broker services and make sure their voices are heard. We all benefit from a community where everyone is valued, respected and belongs - regardless of their abilities or differences. By attending our events you help make this vision a reality!

Quality Trust is committed to identifying ways for people to be safe, respected and connected within their community. With your help, we will continue to open doors and assist people to access opportunities vital to their well-being and personal growth. We are grateful to have you as a supporter as we continue our work to open doors and opportunities for people with developmental disabilities. Thank you so much for your support.

We look forward to seeing you on July 22.



Your donation of \$145.00 made on July 2, 2012 is fully tax-deductible. Please save this letter for your financial records. Quality Trust for Individuals with Disabilities is a non-profit organization under the IRS 501(c)(3) tax code. Our Tax Identification Number is 74-2994661

Total Transaction Amount: \$375.00 Total Tax Deductible Amount: \$145.00 July 31, 2012

Corporate Customer Relations Manager MV Transit

Dear :

I am writing on behalf of The Arc of Northern Virginia to share information about the positive changes that have occurred over the past few years during MV Transit's tenure as contractor for MetroAccess paratransit service.

Our members and staff have noted improvements over the past several years and are appreciative of changes that MV Transit has brought to the service. Of note are technology improvements such as web booking, where individuals can make or cancel their reservations online on Metro's website. Another improvement has been the opportunity to receive eAlerts, which notify customers of severe weather or emergency situations.

Door to door service was also implemented during MV Transit's tenure and has been extremely helpful for our consumers who are people with intellectual and developmental disabilities. Door to door service has enabled the drivers to provide additional support to passengers, which has been a very positive change.

In summary, it is important to acknowledge the service improvements that have occurred during MV Transit's tenure, especially as compared to the previous vendor, while recognizing that while paratransit service has come a long way, there is still room for further improvement.

If there is additional information that I can provide on behalf of our consumers, families, and employees, please feel free to contact me a

Sincerely,

Executive Director
The Arc of Northern Virginia
98 North Washington Street
Falls Church, VA 22046

@thearcofnova.org

Part I, Section 12- Minimum Proposal Acceptance Period of the RFP required all proposals to be valid for a minimum of 180 calendar days from the latest proposal. Based on the August 24, 2012 proposal due date, the minimum proposal validity period will end Wednesday, February 20, 2013. WMATA is requesting an extension of that minimum proposal validity period of 45 calendar days to April 6, 2013 to complete the proposal evaluation process.

Please respond by COB, on Monday, February 18th, indicating whether you will agree to extend the proposal validity for 45 calendar days to April 6, 2013.

MV Transportation, Inc. confirms that it agrees to extend the proposal validity for 45 calendar days to April 6, 2013.

Signature:
Print

Date: 2/15/13

Title: Senior Vice President

RFP: CQ12169/KAM

From:

@mvtransit.com]

Sent:

Saturday, February 16, 2013 12:36 AM

To:

Cc: Subject:

RE: RFP CQ12169/KAM

Attachments:

MV proposal extension for RFP CQ12169-KAM.pdf

Good Evening

MV Transportation, Inc. confirms that it agrees to extend the proposal validity for 45 calendar days to April 6, 2013. Please see attached.

Please let me know if you require any additional information.

Regards,

Sr. Vice President Business Development

Phone:

Fax: Cell:

Email: @mvtransit.com

www.mvtransit.com



We Provide Freedom

This electronic transmission and any attachment(s) may contain confidential information which is for the sole use of the intended recipient. Be aware, any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this message in error, promptly notify the sender by return email and permanently delete this from your computer. Thank you.

From

@wmata.com]

Sent: Friday, February 15, 2013 7:45 AM

To: Cc:

Subject: RFP CQ12169/KAM

Good Morning,

WMATA is still evaluating proposals and anticipates awarding soon. Please see the attachment for an extension request to complete the proposal evaluation process.

The extension must be sent to

@wmata.com and cc:

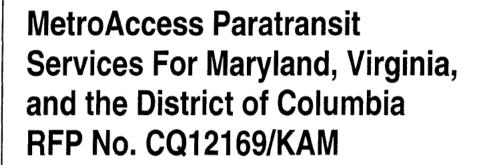
@wmata.com.





Washington Metropolitan Area Transit Authority

FOR



Operations Control Center Volume I – Cost Proposal

Dated: August 24, 2012





SUBMITTED TO:

Washington Metropolitan Area Transit Authority

Contract Administrator

Third Floor File Room Jackson Graham Building 600 Fifth Street, N.W. Washington, DC 20001

Telephone:

SUBMITTED BY:

MV Transportation, Inc.

and all subsidiaries, joint ventures,
partnerships and affiliates
Senior Vice President

5910 N. Central Expressway, Suite 1145 Dallas, TX 75206

> Telephone: Facsimile:



We Provide Freedom™

August 21, 2012

Washington Metropolitan Area Transit Authority
Office of Procurement and Materials
Third Floor File Room
Jackson Graham Building
600 Fifth Street, N.W.
Washington, DC 20001
Attn:

RE: RFP CQ12169/KAM, Operations Control Center (MACS-OCC) Volume I – Cost/Price Proposal

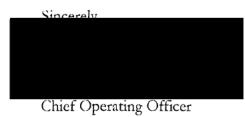
Dear and Members of the Evaluation Panel:

It is with my sincere gratitude that I, on behalf of MV Transportation, Inc., submit the company's response to Washington Metropolitan Area Transit Authority's Request for Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia (RFP CQ12169/KAM).

The documents contained herein represent MV's cost proposal for the operation of the MetroAccess Operations Control Center (MACS-OCC). MV has worked closely with its local staff, its corporate support teams, and its board of directors to derive a cost proposal that satisfies WMATA's financial requirements, remains compliant with the Authority's request, and delivers the overall best quality of service to the MetroAccess passengers.

(senior vice president) will serve as your primary contact for this		
procurement and is authorized to make representations for MV Transportation, Inc., to		
nclude all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity).		
can be reached any time of day at		
@mvtransit.com. Additionally, I will serve as your secondary contact; I can be		
reached any time of day at or via email at omviransit.com.		

Thank you for your consideration; I encourage you to retain MV Transportation as your partner for the provision of the MetroAccess Operations Control Center. We look forward to working with you throughout this procurement.



PRICE SCHEDULE SHEET

METROACCESS PARATRANSIT SERVICE FOR MARYLAND, VIRGINIA, AND THE DISTRICT OF COLUMBIA.

USE ATTACHED PRICE PROPOSAL

Authorized Signature	President/Chief Operating Officer
MV Transportation, Inc.	
Company Name	
August 2, 2012	
Date	

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

PRICE PROPOSAL

RFP CQ12169/KAM

The Operations Control Center Contractor shall provide fixed per call rates for each service level benchmark for each year of the contract. Estimated call volume is provided for evaluation purposes only and does not represent a firm commitment to purchase any amount of service. Actual service levels may vary widely from the estimated service levels shown. The fixed per call are to include all applicable charges. No additional charges will be allowed.

Year One - July 1, 2013 - June 30, 2014

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 1 (multiply Line 5 by Line 6)	

Year Two - July 1, 2014 - June 30, 2015

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 2 (multiply Line 5 by Line 6)	

Year Three - July 1, 2015 - June 30, 2016

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 3 (multiply Line 5 by Line 6)	

Year Four - July 1, 2016 - June 30, 2017

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 4 (multiply Line 5 by Line 6)	

Year Five - July 1, 2017 - June 30, 2018

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 5 (multiply Line 5 by Line 6)	

Option Year One - July 1, 2018 - June 30, 2019

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 6 (multiply Line 5 by Line 6)	

Option Year Two - July 1, 2019 - June 30, 2020

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 7 (multiply Line 5 by Line 6)	

Option Year Three - July 1, 2020 - June 30, 2021

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 8 (multiply Line 5 by Line 6)	

Option Year Four - July 1, 2021 - June 30, 2022

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 9 (multiply Line 5 by Line 6)	

Option Year Five - July 1, 2022 - June 30, 2023

No.	Service Levels: Number of Weekly Revenue Service Hours ("RSH")	Fixed Rate/Call Handled
1	18,360 to 22,950 calls handled per week	
2	22,951 to 31,050 calls handled per week	
3	31,051 to 37,261 calls handled per week	
4	Sum of Hourly Rates (add Lines 1 through 3)	
5	Average Hourly Rate (divide Line 4 by the number 3)	
6	Estimated Annual Revenue Service Hours	
7	Estimated Annual Cost Year 10 (multiply Line 5 by Line 6)	

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

PRICE PROPOSAL

RFP CQ12169/KAM

OPERATIONS CONTROL CENTER - FIXED RATE COST COMPONENT DETAIL

FOR EACH LINE ITEM ENTER THE AMOUNT IT CONTRIBUTES TO THE PER CALL RATE BY YEAR

No. Cost Line Items Year 1 Year 2 Year 3 Year 4 Year 5 Option Year 1 Option Year 3 LABOR 1 General Manager 2 Asst. General Manager 3 Reservations Manager 5 Scheduling Manager 6 IT Manager 7 Training Manager 8 Administrative Support Manager 9 ELIG Office Receptionist 1 ELIG Reservations Coordinator 11 ELIG Dispatch Support 12 Reservationsts 14 Schedulers 15 Dispatch Supervisor 16 Dispatch Supervisors 16 Dispatchers	Option Year 4	Option Year 5	gion
LABOR 1 General Manager 2 Asst. General Manager 3 Reservations Manager 4 Dispatch Manager 5 Scheduling Manager 6 IT Manager 7 Training Manager 8 Administrative Support Manager 9 ELIG Office Receptionist 10 ELIG Reservations Coordinator 11 ELIG Dispatch Support 12 Reservations Supervisor 13 Reservationist 14 Schedulers 15 Dispatch Supervisors 16 Dispatch Supervisors	, 63	1000	gian.
2 Asst. General Manager 3 Reservations Manager 4 Dispatch Manager 5 Scheduling Manager 6 IT Manager 7 Training Manager 8 Administrative Support Manager 9 ELIG Office Receptionist 10 ELIG Reservations Coordinator 11 ELIG Dispatch Support 12 Reservations Supervisor 13 Reservationists 14 Schedulers 15 Dispatch Supervisors 16 Dispatchers			gilani
2 Asst. General Manager 3 Reservations Manager 4 Dispatch Manager 5 Scheduling Manager 6 IT Manager 7 Training Manager 8 Administrative Support Manager 9 ELIG Office Receptionist 10 ELIG Reservations Coordinator 11 ELIG Dispatch Support 12 Reservations Supervisor 13 Reservationists 14 Schedulers 15 Dispatch Supervisors 16 Dispatchers			più di
4 Dispatch Manager 5 Scheduling Manager 6 IT Manager 7 Training Manager 8 Administrative Support Manager 9 ELIG Office Receptionist 10 ELIG Reservations Coordinator 11 ELIG Dispatch Support 12 Reservations Supervisor 13 Reservationists 14 Schedulers 15 Dispatch Supervisors 16 Dispatchers			all to
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13 Reservationists 14 Schedulers 15 Dispatch Supervisors 16 Dispatchers			4
14 Schedulers 15 Dispatch Supervisors 16 Dispatchers			4
15 Dispatch Supervisors 16 Dispatchers			4
16 Dispatchers			4
			4
			4
17 Eligibility Dispatcher			4
18 No show dispatchers/clerks			4
19 Control Center training supervisor			4
20 Customer Service Agent			4
21 Controller			4
22 Asst. Controller			4
23 Billing Auditor			4
24 Accounting Clerk			4
25 IT Supervisor			4
26 IT Staff			4
27 HR Manager			
28 HR Generalist/Recruiter			V.
MATERIAL & OTHER COSTS			-
29 Physicals (each)			4
Monthly Physicals (New/Replacement			4
30 Staff)			4
31 Drug & Alcohol Testing			4
32 Help Wanted Advertising			4
33 General Liability Insurance			4
34 Administrative support			1
35 Trapeze Support			1
			ı
Communication (Radio or Push-to-Talk			1
36 Telephone)			

20 Frings						
38 Fringe	ge Benefits 2					
39 Gene	eral & Administrative Costs					
40 Profit	it					
41 Other	er (Facility Expenses)					
	er (Professional Services)					
	er (Electronic Data Storage)					
44 Other	er (Capital Depreciation)					
45 Other	er (Interest Expense)					

¹ Proposers may be required to provide detailed start-up costs upon WMATA's request.





² Proposers may be required to provide detailed information on employer versus employee paid fringe benefits.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

PRICE PROPOSAL

RFP CQ12169/KAM

OPERATIONS CONTROL CENTER - FIXED RATE COST COMPONENT DETAIL

FOR EACH LINE ITEM ENTER THE TOTAL ANNUAL COST

-												
No.	Cost Line Items	Year 1	Year 2	Year 3	Year 4	Year 5	Option	Option	Option	Option	Option	
	LABOR					-	Year 1	Year 2	Year 3	Year 4	Year 5	_
1	General Manager											
	Asst. General Manager											
3	Reservations Manager											
4	Dispatch Manager											
5	Scheduling Manager											
6	IT Manager											
7	Training Manager											
8	Administrative Support Manager											1,886
9	ELIG Office Receptionist											
10	ELIG Reservations Coordinator											4
11	ELIG Dispatch Support											
12												
13	Reservationists											
14	Schedulers											
15	Dispatch Supervisors											
16	Dispatchers											
17	Eligibility Dispatcher											
18	No show dispatchers/clerks											
	Control Center training supervisor											
20	Customer Service Agent											
21	Controller											
22												
	Billing Auditor											
	Accounting Clerk											
	IT Supervisor											
	IT Staff											
	HR Manager											
28	HR Generalist/Recruiter											
	MATERIAL & OTHER COSTS											
29	Physicals (each)											
	Monthly Physicals (New/Replacement											
30	Staff)											
31												
32												
33	General Liability Insurance											
34	Administrative support											
35	Trapeze Support											
-	Communication (Radio or Push-to-Talk											
36	Telephone)											

37	Start-up Costs 1					
38	Fringe Benefits 2					
39	General & Administrative Costs					
40	Profit					
41	Other (Facility Expenses)					
42	Other (Professional Services)					
43	Other (Electronic Data Storage)					
44	Other (Capital Depreciation)					
45	Other (Interest Expense)					

¹ Proposers may be required to provide detailed start-up costs upon WMATA's request.





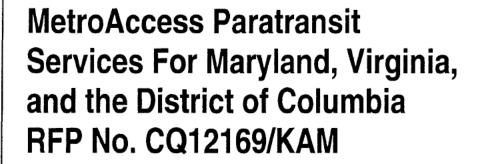
² Proposers may be required to provide detailed information on employer versus employee paid fringe benefits.



PROPOSAL TO

Washington Metropolitan Area Transit Authority

FOR



Operations Control Center
Volume II – Technical Proposal

Dated: August 24, 2012





SUBMITTED TO:

Washington Metropolitan Area Transit Authority

Contract Administrator

Third Floor File Room
Jackson Graham Building
600 Fifth Street, N.W.
Washington, DC 20001
Telephone:

SUBMITTED BY:

MV Transportation, Inc.

and all subsidiaries, joint ventures, partnerships and affiliates
Senior Vice President
5910 N. Central Expressway, Suite 1145
Dallas, TX 75206

Telephone: Facsimile:



We Provide Freedom™

August 21, 2012

Washington Metropolitan Area Transit Authority Office of Procurement and Materials Third Floor File Room Jackson Graham Building 600 Fifth Street, N.W. Washington, DC 20001 Attn

RE: RFP CQ12169/KAM, Operations Control Center (MACS-OCC) Volume II – Technical Proposal

Dear and Members of the Evaluation Panel:

It is with my sincere gratitude that I, on behalf of MV Transportation, Inc., submit the company's response to Washington Metropolitan Area Transit Authority's Request for Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia (RFP CQ12169/KAM).

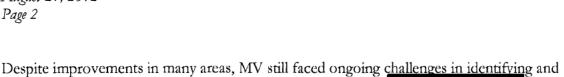
The documents contained herein represent MV's technical proposal to continue operation of the MetroAccess Operations Control Center (MACS-OCC). MV has worked closely with its local team, its IT support professionals, several third party software companies, and its board of directors to propose an operating plan that aligns with WMATA's new contract structure, delivers WMATA's technical requirements, remains compliant with the Authority's request, and most importantly offers the best possible service quality to the MetroAccess passengers.

MV has always valued its working relationship with WMATA, and the honest and productive communications which have resulted. The past seven years operating under this contract have been extraordinarily important to MV's growth and development. Representing WMATA, one of the most prestigious and renowned transit agencies, in the delivery of essential paratransit services within and around the nation's capital has given MV extraordinary insight into the management of large-scale paratransit service. As a result, the company has found new ways to improve its operations and deliver critical paratransit services efficiently and effectively.

The past seven years have not been without challenge. MV's startup of the MetroAccess service was complex and required significant support from MV's team. Together, MV and WMATA worked through these challenges and have, year over year, improved the quality of service provided by MetroAccess, while remaining flexible to significant fluctuations in demand.

maintaining the manager of the MetroAccess service. In 2009

improved MV's service delivery to the MetroAccess passengers.



oversight of these services offers a management approach where each and every employee understands his or her role in the overall success of the service. New initiatives such as performance campaigns, grouping employees into operational teams, enhancing training programs, and creating employee committees to troubleshoot and resolve challenges, have all contributed to an operating environment where each employee knows he or she can positively affect service.

MV's MetroAccess service as vice president/general manager, nearly immediately,

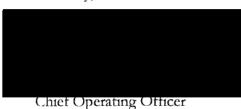
Under leadership, MV has reached record performance in on-time performance, safety, and customer satisfaction. On-time performance consistently hits 92 percent, MV's safety performance is superior, and the company is experiencing the lowest customer complaint levels on its record in D.C. MV is so proud of its success in the MetroAccess service, and sees it as a direct reflection of its partnership with WMATA.

In submission of this proposal, I am excited to offer WMATA and the MetroAccess service some unique benefits that only MV can provide. I hold the greatest hope that WMATA will retain MV in the operation of these services.

(senior vice president) will serve as your primary contact for this
procurement and is authorized to make representations for MV Transportation, Inc., to
include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity).
can be reached any time of day at and via email at
mvtransit.com. Additionally, I will serve as your secondary contact; I can be
reached any time of day at or via email at mytransit.com.

Thank you for your consideration; I encourage you to retain MV Transportation as your partner for the provision of the MetroAccess Operations Control Center. We look forward to working with you throughout this procurement.

Sincerely,



oined

Unconditional Satisfaction Guaranteed Warranty



MV Transportation is pleased to provide the following unconditional warranty to the Washington Metropolitan Area Transit Authority (WMATA). In the event MV is selected to provide services pursuant to WMATA's Request for Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia, in addition to any contractual warranties and remedies that WMATA is entitled to under the contract, MV will warrant its service as follows:

In the event the Washington Metropolitan Area Transit Authority (WMATA) is dissatisfied with MV's service for any reason during the term of the contract, WMATA may terminate the contract. In the event the contract is so terminated, MV will refund to WMATA any and all profits made by MV resulting from this contract, during the final 12 months during the period prior to the termination.



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Due to the side of Volume II – Technical Proposal, MV has provided one (1) single-sided unbound original and ten double-sided copies.

Each unbound original of Volumes I, II, and III contain a CD with an electronic version.





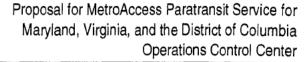




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MetroAccess is one of the largest paratransit systems in the United States, serving 2.3M passengers a year¹ across the Washington Metropolitan Area (including Washington DC, Maryland, and Virginia) and generating a call volume of more than 126,000² per month.

In 2005 MV Transportation was awarded the contract for the MetroAccess ADA Paratransit system. Under this contract's scope of work, the responsibilities of the selected contractor included managing all service and subcontracted service providers; establishing a full-service, technology-driven call center; and procuring a fleet, complete



with on-board technology. Working in partnership, MV and WMATA staff established the infrastructure and provided the resources necessary to position MetroAccess for success. The system was well on its way to achieving the overarching goal of transforming into a data-driven system that uses best practices and new technologies to improve the overall passenger experience.

MV's transition and operation of MetroAccess required not only significant resources, but also intense perseverance and an unwavering commitment to improvement from both MV and WMATA staff. The changes implemented over the past contract term – at times with great success and at times with difficulty – were made with the passengers' best interests in mind. MV appreciates the spirit of partnership and the patience that WMATA staff has demonstrated over the past contract term as the company has navigated the path to its current success.

MV applauds the Authority in its recognition for its achievements in innovation, marked with the receipt of the 2012 APTA Innovation Award for its management of paratransit demand.

Managing to Success

Notably, under the leadership of MV's general manager, MV's operation of MetroAccess has hit its stride in operating performance. Known for his ability to manage high-profile, high-demand, technology-driven demand response services, demonstrated project management

² Reservations and WMR calls, 22-month average, June 2010 through April 2012 (Appendix B2)



¹ FY 2011 (Appendix B3)

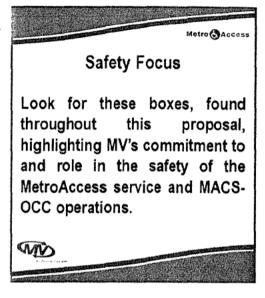




skill has greatly benefited the system. Under his leadership, MV's service performance has reached an alltime high, with on time performance consistently meeting or surpassing 92 percent, improving productivity, superior safety performance, and the lowest customer complaint levels on MV's record in this service.

has worked closely with WMATA staff to realize WMATA's overall goals and mission in MV's operation of MetroAccess. Making safety the absolute number one priority, leads by example and has successfully transformed the culture of MV's MetroAccess service to one focused on safe and healthy service.

Finally, more than five years following MV's monumental transition and transformation of service, the new MetroAccess contract further refines WMATA's vision for this service. MV brings the historical understanding of MetroAccess and the referential experience of operating this complex service to this new contact. Building upon the foundation of the current system, WMATA's selection of MV to continue as its contractor confirms the goals for progress cited in this RFP will be met, without a disruption of a service transition and learning curves.



About MV's Proposed Management Team

MV's proposed management team comprising several experienced transportation professionals who bring a broad range of skills related to paratransit call center operations, many of whom have direct experience with the MetroAccess Operations Control Center and the Trapeze PASS system currently in use. Led by a dedicated and talented general manager, this team fully meets WMATA's requirements, which is clearly demonstrated throughout the staffing section of this proposal and summarized below:

- General Manager whose 16 years of transportation management experience encompasses three (3) years of direct experience with the MetroAccess service and strong background in paratransit, call center, and Trapeze management;
- reservations manager, who brings 15 years of experience with large urban paratransit operations and three years of control center management experience;
- Dispatch Manager
 who has worked directly with the MACS-OCC operation for two years and has 11 years of public transportation experience;
- dispatch manager, whose 12 years of public transportation experience includes nearly two years with the MACS-OCC and significant experience with dispatching in a Trapeze environment;







•	dispatch manager, who brings more than 21 years of transportation management experience to the MACS-OCC, including three years as assistant general manager of MV's MetroAccess operation in Capitol Heights, and a strong background in dispatching;
•	Dispatch Manager a 22-year veteran of the transportation industry with significant experience with large urban paratransit services, and who is proficient in the use of Trapeze PASS as both an end user and as a former employee of the Trapeze Software Group;
•	scheduling manager, whose career in transportation spans nearly three decades, and includes significant experience with the Trapeze PASS system as MV's director of information technology and a former employee of the Trapeze Software Group;
•	IT manager, who has actively supported MV's use of the Trapeze PASS system at the MACS-OCC as the Company's special project manager since 2010, and brings vast knowledge of applications and programs used to support the MetroAccess Operations Control Center;
•	Training Manager , who also brings significant experience in the training and use of the Trapeze PASS system in support of paratransit call centers throughout the United States; and
•	Administrative Support Manager whose 20 years of transportation experience is augmented by her expertise in the areas of human resources and accounting, as well as her familiarity in the use of the Trapeze system both on the operations and support side.
nu	addition to the positions required by WMATA's RFP for this procurement, MV is pleased to propose a mber of support positions that have proven essential to MV's MACS-OCC operation. These include the lowing:
•	Assistant General Manager who will provide direct support to Mr. Petersen;
•	Controller who manages accounting, payroll, and other financial functions;
=	Human Resources Manager , who will manage MV's employee relations efforts; and
•	Human Resources Generalist/Recruiter who will support and in all human resources functions and employee recruitment efforts.

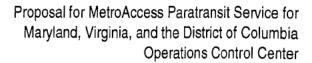
Where We Are Today

"Today, MetroAccess is meeting its operational and financial performance objectives, consistently delivering 92% on-time performance, exceeding its safety and customer service goals, and remaining favorable to budget. Much of the success of the current contract model is attributable to the close working relationship that WMATA and its contractors have established with our customers and with the Accessibility Advisory Committee (AAC), a group of representative customers who report to the WMATA Board of Directors and with whom all contractors must collaborate and support."

- Page III-4, MetroAccess RFP







The Washington Metropolitan Area Transit Authority ("WMATA" or "Authority") has released a Request for Proposal ("RFP") for the operation and management of the MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia (RFP NO. CQ12169/KAM). Seeking contractors with "demonstrated effectiveness in managing and providing "ADA-compliant, complementary paratransit service" WMATA intends on awarding multiple contracts at a firm-fixed price, to viable firms to provide Service Delivery (herein referred to as "Service Delivery" or "SD"), as well as Quality Assurance (herein referred to as "Quality Assurance" or "QA") and Operations Control Center Services (herein referred to as "Operations Control Center", "OCC" or "MACS-OCC").

As the contractor providing all three functions since 2005, MV is uniquely positioned to successfully operate the MACS-OCC while working collaboratively with the other contractor(s) to promote the best interests of WMATA and the MetroAccess passengers, and to uphold WMATA's stated mission: Metro operates and maintains a safe, reliable and effective transit system that enhances mobility, improves the quality of life, and stimulates economic development in the Washington metropolitan area.

MV is pleased to submit its proposal to serve as the Operations Control Center Contractor. Under MV's proposal, it will assume responsibility for all trip reservations, trip scheduling, dispatching, and Where's My Ride? functions, as well as Eligibility Certification Office Support and IT support for the MetroAccess paratransit operation.

This proposal represents MV's operating plan for the next contract term, and is based on the company's unique and first-hand knowledge operating this service. The staffing levels proposed in this plan are based on real and continued success in managing these services, meeting both WMATA's standards and passenger expectations. As WMATA selects a contractor for the management and operation of the Operations Control Center Services, MV encourages the evaluation panel to consider its distinctive and experiential credentials in the MetroAccess system.

"Due to our ongoing partnership, service to CLB staff and clients, and collaborative efforts, CLB fully supports MV transportation in continuing the service contract with WMATA. The renewal of this contract will ensure the continued quality service improvements, consistency of transportation, and finally an established relationship to build upon for future endeavors. It is critically important that this collaboration and partnership continue to grow as it not only impacts the quality of service provided but it gives the same customers they serve the opportunity for employment."

Columbia Lighthouse for the Blind



SUPPORT LETTERS

To whom it may concern,

My name is a lam the Transportation Coordinator for Helping Hands Adult Day Services located in Clinton Maryland. I have been in the transportation field for over 22 years. I have seen a number of transportation companies go and come in my years of services. I remember when Metro Access contracted logistic care to provide services such as customer service, transportation, reservation, dispatchers and etc. The problem that with logistic was that they did not have professional staffing to handle the amount of customers calling on a daily basis vehicles that they had in their fleet was not up to standard in manner I believe they should have been. I was hearing a lot of complaints from other contractors and customers that was utilizing logistic care services.

I began to seeing a change in Metro Access Services when MV Transportation began managing the services.

- Reservation department-reservationist is polite and professional and all-time, wait time is less than 2 min. and they are very knowledgeable about Metro access services.
- Dispatchers-dispatches give your prompt information when needed on the where about of their rider if requested in a timely manner. Outstanding services
- Customer Service-the customer service department really has improved a great deal. When
 calling customer service to file a complaint and to ask about other services needed they will
 place you on hold you will be listening to and automated service for over one hour before and
 customer service representative would answer their line. Yes it has improved a great deal under
 MV transportation.
- Most importantly the drivers are professional and courteous to their customer and all-time. Interact with a large number of drivers at our two adult day care centers daily. The question I always ask the drivers once they have completed their loading and unloading of the clients how was the trip? Did you have any problem with your customer? Yes you do have some outstanding drivers who really care about the type of customers that they transport. As you know things can change suddenly in transportation at any given time each day is different than the next day.

I am very pleased with the service MV transportation is providing to our organization at this time as long as we keep the communications open, believe why we are providing service and work hard to provide outstanding services MV transportation believes in providing outstanding services to their customers

Thanks



July 30, 2012

MV Transportation 6505 Belcrest Road, Suite 502 Hyattsville, MD 20782

Dear

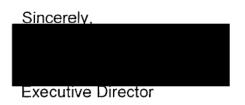
I am writing to thank you and your colleagues at MV Transportation, on behalf of Independence Now and the consumers we serve in Montgomery and Prince George's Counties. The donations MV has made have allowed Independence Now (IN) to provide services that were underfunded.

IN has provided Independent Living Services to approximately 1500 people with disabilities in Montgomery and Prince George's County this fiscal year. MV Transportation's support has allowed us to go beyond service delivery to:

- Provide transportation for consumers to IN's hosted events
- Outreach to one of our under-served populations, the youth
- host a Christmas party and provided target gift cards to consumers
- provide snacks and drinks for our seminars and events
- support our intern from Gallaudet University that assisted with consumers who are deaf
- allowed a resident in a nursing facility to go out and shop for her toddler son

IN is also appreciative of MV Transportation's support including: staffing pick-ups for IN's high attended functions by Metro Access users; attending TAG (Transportation Action Group) meetings upon request; and working to resolve transportation issues with IN's consumers

We look forward to working with MV Transportation on future endeavors.





transportation, and finally an established relationship to build upon for future endeavors. It is critically important that this collaboration and partnership continue to grow as it not only impacts the quality of service provided but it gives the same customers they serve the opportunity for employment. There is a 50% - 70% unemployment rate in the blind community and the impact that WMATA, MV Transportation and CLB can have is overwhelmingly positive. I am not confident that any other corporation responding to this RFP will have the same interest or conviction to serve this population, and the desire to learn from past mistakes.

We strongly recommend that MV Transportation be awarded this contract, and we urge WMATA to deeply consider how other vendors plan to work with this population.

Sincerely,

Chief Operating Officer
Columbia Lighthouse for the Blind



July 22, 2012

Community Relations Manager

MV Transportation, Inc. 259 Regal Downs Circle Winter Garden, Fl 34787

To Whom It May Concern:

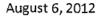
I am writing in appreciation of the support MV Transportation has provided to the National Federation of the Blind (NFB) of Virginia. A portion of our local membership uses the service and recognizes that MetroAccess (and MV Transportation) are a partner in getting around the Washington DC area.

I am especially grateful for MV Transportation's financial support of our annual banquet which included approximately 50 members from NFB chapters in Northern Virginia, Washington DC, and Suburban Maryland. MV Transportation's generous financial support enabled many members to attend the banquet with financial support. At the banquet, MV Transportation staff communicated their commitment to the community and reiterated their commitment to enabling our members to lead full and active lives within the community.

On behalf of NFB Members throughout the Washington DC area, I wanted to say thank you.

President, Potomac Chapter, National Federation of the Blind of Virginia

@verizon.net



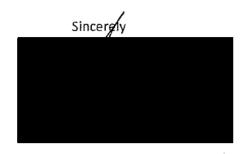
MV Transit

To Whom It May Concern:

As a patron of the current MetroAccess system within the Washington Metropolitan Area Transit Authority (WMATA) compact I have been very pleased with the current service provided to me by MV Transit. Providing the current MetroAccess service within the WMATA compact area provides unique challenges that MV has recognized and succeeded in fixing. Over the last 8 years they have implemented the current GPS Tracking system, improved the scheduling system and offered an online booking system for patrons. They have incorporated a payment system that makes it easier for patrons and drivers to track payments and reimburse customers if there is a dispute regarding a trip. Numerous other efficiencies have been developed to enhance customer satisfaction and make the trips more efficient especially services such as door to door service and the automated call upon arrival.

I have been involved with the implementation of this service and have witnessed the day to day operation of the current system and am pleased with the overall efficiencies and effectiveness of the current program. What is most notable is MV Transit's willingness to work with WMATA and the disabled community to rectify service issues when they occur. They have listened to the disability community and strive to improve on their policies and performance based on the input that they receive. MV continually seeks input from their ridership and works to make their system more reliable, and policies and procedures transparent to their patrons. This level of accountability is very noteworthy and represents the work ethic of a company who truly cares about the people they serve and will strive to study and improve their service on an on-going basis.

The professionalism, courtesy, and level of cooperation I have received from MV Transit over the last 8 years has been exemplary. MV has demonstrated that they have the capacity to run a complex paratransit system where the needs of their patrons come first.



July 31, 2012

Corporate Customer Relations Manager MV Transit

I am writing on behalf of The Arc of Northern Virginia to share information about the positive changes that have occurred over the past few years during MV Transit's tenure as contractor for MetroAccess paratransit service.

Our members and staff have noted improvements over the past several years and are appreciative of changes that MV Transit has brought to the service. Of note are technology improvements such as web booking, where individuals can make or cancel their reservations online on Metro's website. Another improvement has been the opportunity to receive eAlerts, which notify customers of severe weather or emergency situations.

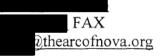
Door to door service was also implemented during MV Transit's tenure and has been extremely helpful for our consumers who are people with intellectual and developmental disabilities. Door to door service has enabled the drivers to provide additional support to passengers, which has been a very positive change.

In summary, it is important to acknowledge the service improvements that have occurred during MV Transit's tenure, especially as compared to the previous vendor, while recognizing that while paratransit service has come a long way, there is still room for further improvement.

If there is additional information that I can provide on behalf of our consumers, families, and employees, please feel free to contact me at

Sincerely,

Executive Director
The Arc of Northern Virginia
98 North Washington Street
Falls Church, VA 22046



UNION SUPPORT LETTER



Amalgamated Transit Union Local 1764

2701 WHITNEY PLACE . FORESTHILLE, MARKUMID 20747

July 24, 2012

Chief Operations Officer MV Transportation

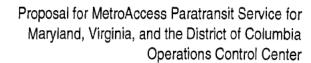
I have spoken to the president and other officers of Amalgamated Transit Union regarding MV Transportation and Amalgamated Transit Local 1764. My sentiments reflected how instrumental you've been in establishing a labor/management relationship that is greatly appreciated. As the president of ATU Local 1764 it gives me great pleasure in endorsing MV Transportation as a contractor for WMATA to provide Para-Transit service in and throughout the Washington Metropolitan area.

The Amalgamated Transit Union represents over 180,000 employees throughout the United States and Canada. Our members are employed by MV Transportation and other transportation companies as well. On behalf of the ATU we thank you for your leadership and desire to work with us for the betterment of not only hard working employees of MV Transportation, but for the precious cargo that ride Metro Access vehicles.

Sincerely

President – Business Agent A.T.U. Local 1764









MV's general manager, personally monitors call center operations to ensure compliance with WMATA and MV policy. spends time each week with the Reservations supervisors and managers reviewing the customer service performance of each employee. He listens to customer service performance on phone calls, reviews wait and talk times; and compliance with WMATA and MV policies. He participates in recognition programs for the Reservations employee of the month and other on the spot recognition of high performing employees. This type of active involvement supports handon management approach and makes each employee aware of their contribution to service quality.

MV's Operations Control Center Handbook is available to the Authority upon request. This handbook contains detailed procedural language that supports MV's operating plan as described in this CDRL section.

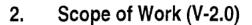
1. Two Way Radios (III-5.4.10)

MV proposes Sprint DuraPlus devices for instant communication with the QA and service delivery contractors' personnel. This device offers push-to-talk functionality through Sprint Direct Connect.

The rugged DuraPlus is ideal for the MetroAccess operation. It will withstand the extreme weather conditions experienced in the Washington DC Metropolitan area; it is resistant to dust, shock, salt fog, vibration, extreme temperatures, humidity, blowing rain, and even immersion. The device has a built in LED flashlight, which can be useful to vehicle operators after sundown or in power outage situations.

MV offers WMATA the optional MDC voice feature and recording with Mentor. This option is discussed in section CDRL

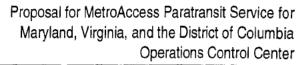
MACS-OCC-3: Information Systems Plan. If WMATA is interested this option, MV will discuss the cost of implementation.



MV has addressed the scope of work throughout this proposal, primarily in section CDRL MACS-OCC-1, MACS-OCC Operating plan. The table below represents the sections of the proposal where MV has discussed, in detail, the processes and methods used to manage the tasks required in the scope of work.









MV's proposal includes the participation of Diamond Transportation Services, Inc. (DTS), a certified SBLPP firm, for the provision of six staff members for MV's OCC team. DTS will provide two (2) internal customer service/quality assurance staff and four (4) ELIG support positions. Diamond Transportation Services, Inc. has nearly two decades of experience providing paratransit and shuttle service operations, call center management, vehicle operator training, and transportation management services in the Washington DC Metropolitan area.

Task	Section
Trip Reservations: Accepting and processing trip reservations.	CDRL MACS-OCC-1, Section 0. Reservations
Where's My Ride?: Accepting and processing "Where's My Ride" calls promptly and accurately. This includes using AVL global positioning technologies and confirming estimated arrival times with vehicle operators by text or voice as needed and providing customers with "real-time" information regarding scheduled pick-up if the call is made within or after the pick-up window and the trip is projected to be late.	CDRL MACS-OCC-1, Section 5Error! Reference source not found., Where's My Ride?
Day-of-Service Dispatch: Managing day-of-service dispatch to ensure adequate supervision of vehicle operators while conducting MetroAccess service including voice and non-voice communications systems.	CDRL MACS-OCC-1, Section 4, Dispatch
Staffing Ratios: Determining the staffing ratios, based on number of trips scheduled, number of reservations calls, and number of WMR calls.	CDRL MACS-OCC-4:2, Staff Ratios
Schedules: Evaluating and refining schedules by personnel knowledgeable of the geography, street locations, and traffic patterns of the service area.	CDRL MACS-OCC-1, Section 8, Scheduling
Backup Reservations, Dispatching, and Scheduling Procedures: Providing procedures to be followed in the event of failure of the automated reservations, dispatching, and scheduling system.	CDRL MACS-OCC-7: Service Interruptions Plan
Facility Contingency Plan: Providing procedures to be followed in the event the MACS-OCC facility cannot be occupied by Contractor staff.	CDRL MACS-OCC-7: Service Interruptions Plan

For the new contract term, MV will work directly with Trapeze Group to provide unbiased evaluations of MV's use of the PASS system. This will include speed parameters, best-practices, scheduling procedures, and trip movements. This will be performed on a semi-annual basis at no cost to WMATA.







Over the previous contract term, MV has worked closely with WMATA to improve the overall delivery of the reservations function. Understanding that reservations etiquette and efficiency required a significant overhaul, MV embarked on an aggressive plan for immediate improvement. After replacing the reservations manager, MV solidified a formal reservations training plan which included a detailed training syllabus, extended Telephone Doctor customer service training, and individual performance evaluations. MV added a dedicated OCC training manager, and put the action plan for improvement in place. The 90-day follow-up process included recertification of each reservations employee, providing that each demonstrates proficiency in their job.

The reservations function is a critical interface between the customer and MetroAccess service. The reservations team is tasked with providing superior customer service while assisting callers with booking a demand trip, negotiating pickup times, and providing accurate information regarding fares, pickup windows, appointment times, and other information pertinent to their trip.

Many members of MV's reservations team are users of the MetroAccess services. These individuals' unique perspective on the needs of the customers who call to schedule rides has enhanced the level of MV's customer care.

As detailed later in this section, the dispatch team is responsible for the functions of cancellations.

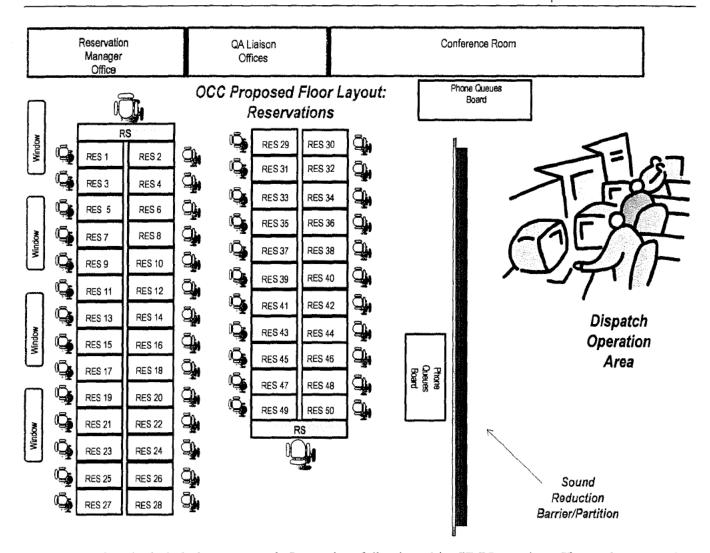
MV's team of 84.2 reservations agents is staffed to handle customer ride requests. This team is overseen by two (2) full time supervisors and MV's proposed full-time reservations manager, Ms. Helen Perez.

MV's proposal includes a reorganization of the MACS-OCC layout to support its reallocation of dispatcher resources, as described in section 4, *Dispatch*. The proposed layout of the reservations department is on the next page.









MV has included the proposed floor plan following this CDRL section. Floor plans are also available for other levels of service.

3.1. Processing Customer Requests for Trips

MV will continue its standard of providing 24 hour management coverage over the entire call center. General Manager is steadfast in his direction that all call center activities are monitored by a manager-level position, ensuring the highest quality oversight and setting a tone where management coverage is not just a 9 to 5 job.







Reservations calls are received from 8 a.m. to 4:30 p.m. every day. WMATA's online reservations system is open for trip booking during call hours. Trip reservations will be accepted up to seven (7) days in advance, but no more than one (1) day in advance, as required. Same day service is not accommodated. Telephones are staffed by WMR agents during all hours of service.

The MetroAccess IVR telephone system answers all initial calls received through the main telephone access line; those passengers interested in scheduling a new trip press 1 and the system places the call in the reservations phone queue.

Agents answer calls promptly and are diligent to keep hold times to a minimum. Reservations supervisors monitor hold times, call times, and other metrics on a monitor displayed in the reservations area. The reservations manager or a reservations supervisor is on duty during reservations hours to ensure efficient operations.

Reservationists answer calls in the order they are received, and with the same standard greeting: "Good morning/afternoon. Thank you for calling MetroAccess, my name is __, may I have your client ID number?"

If the customer is interested in making a trip reservation, the agent looks up the customer's profile in Trapeze, verifies the customer's address and contact number, and checks Trapeze to confirm the customer's eligibility to use the service. The reservationist requests the following information:

- Pickup address;
- Contact number for the day of travel:
- The entrance at which the customer needs to be picked up;
- The destination location address:

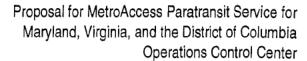
Customer Service Priority

reservationists MVmust attend administered Telephone Doctor Customer Service Training (discussed in section 3.5). where they learn professional and respectful telephone skill and effective communication techniques.

Reservationists also undergo sensitivity training; most recently, this team participated in MV's Walk a Mile program, in which staff spent a day with MetroAccess passengers on the vehicles and at local ARC centers.

- The entrance at which the customer needs to be dropped off;
- If any special assistance needed such as the passenger's use of a mobility device, cane, walker, or other details; and
- If a personal care assistant ("PCA") will be riding with the customer.







The agent asks if the caller has an appointment time at his/her destination, and if a return trip is needed. If the customer confirms they do not need a return trip, the agent will mark the trip as "one way" in Trapeze, and advise the caller that they are doing so.

The reservationist creates a new trip in Trapeze, recording the pickup and/or drop-off locations. If the trip is to or from a new destination, the reservationist records the location information in Trapeze, reading it back to the caller to confirm accuracy. MV understands WMATA does not permit copying of trips and complies with this requirement.

If the trip request can be accommodated, trip details - including pick up times - are confirmed with the passenger. Any special assistance needed is included in the comment section of the manifest so that the operator may provide assistance within the program policies. Once all the details are recorded, the reservationist submits the trip request to Trapeze.

Trapeze will verify whether or not the trip is ADA-eligible – i.e., it is a trip concurrent with available fixed route service. MV understands that customers must be pre-certified by WMATA in order to make reservations.

Customers can either book by requested time (pickup time) or appointment time (drop-off time). If the customer books by appointment time, the PASS system generates two possible times. Agents present the client with the earlier of the

Columbia Lighthouse for the Blind



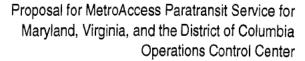
MV recently created a recruitment partnership with the Columbia Lighthouse for the Blind (CLB). A prominent, non-profit organization CLB is active in providing job placement assistance for individuals who are blind or visually impaired. Through this partnership, MV has hired new agents for its reservations team.

This team understands first-hand the specific needs of riders with disabilities, and can offer their unique perspective to the reservations team and the entire MACS-OCC staff. The immediate benefits of the CLB recruits' presence on the reservations team include improved sensitivity and a productive link with WMATA's MetroAccess customers. Individuals placed in jobs by CLB have demonstrated loyalty, dependability, and longevity; in the long term, these qualities support MV's continued goal of lowering turnover and providing WMATA with a seasoned, high quality team.

As part of its partnership with CLB, MV is in the process of hiring veterans for the dispatch and reservations team through CLB's "Bridge the Gap" program, which provides job placement services for veterans.

MV looks forward to a long and advantageous partnership with CLB.



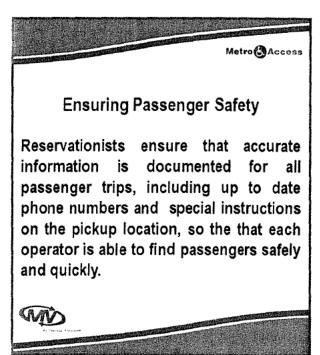




times in order to better accommodate the appointment time. If the customer refuses, he/she is offered the second time option generated by Trapeze. If the customer books by requested time, the reservationist attempts to negotiate a trip within one hour of the requested time. MV understands that WMATA does not permit trip denials.

MV has worked diligently with WMATA to develop the negotiation process and scripts that accomplish the dual goal of providing excellent customer service and achieving productive scheduling.

At this time, Trapeze presents the fare for the trip, which the reservationist relays to the customer. If the customer accepts the trip, the reservationist selects that trip in Trapeze. If the fare is unacceptable to the customer, he or she may refuse that trip. The reservationist records the refusal in Trapeze, and rebooks the trip with a new time. If the customer accepts the new time and fare, the reservationist will proceed with the remainder of the trip booking process. If the customer refuses the second trip, pursuant to WMATA policy, he or she is advised that he or she will be placed back in the call queue, and will have another opportunity to speak to a reservationist to book a trip.



Customers are encouraged to use the online trip planner to find the most advantageous time and fare before they call in, to minimize call time and enhance the customer experience.

With the recent change to WMATA's fare policy, reservationists must repeat the fare to the customer throughout the call, according to the script designed by WMATA. MV is diligent to enforce the team's compliance with this requirement.

Once an acceptable trip has been booked, the reservationist gives the customer a 30-minute trip pickup window based on a -15/+15 minute variance of the scheduled time of pickup presented by Trapeze PASS.

The same process is repeated for return trips, as applicable.





At the end of each call, the reservationist reads the date, pickup window, and fare back to the customer and provides the customer with a trip confirmation number, and is thanked for their business.

Online Trip Requests

Once an online account is created, the customer can book trips through the WMATA website. MV recently worked with WMATA and Trapeze to update the web reservations process to allow users to book a trip to or from any eligible location; users could previously only schedule trips to or from addresses that had been booked by phone in the past.

Trips booked online go directly into Trapeze and to the scheduling team.

3.2. Processing Cancellations

Advance cancellations are performed by the reservations team, while same-day cancellations, including "at the door" cancellations, are performed by the dispatch team.

Holiday Lights Tour

In December 2011, MV sponsored a tour for the Annie B. Rose Senior Housing residents in conjunction with the Senior Services of Alexandria, VA. Founded in 1968, the mission of Senior Services of Alexandria is to foster independence and self-sufficiency, enabling seniors within the City of Alexandria to age with dignity.

The holiday tour of lights included Old Town Alexandria and Collingwood Christmas Lights both a local tradition to ignite the holiday spirit.



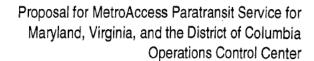
Annie B. Rose House residents about to tour the holiday lights

When a customer requests a cancellation, the dispatcher or reservationist looks up the trip information in Trapeze, and initiates the change.

A customer may call and cancel their trip up to two hours prior to the start of their pickup window without incurring a penalty.







At times, "at door" cancellations occur. If a passenger notifies the operator at the time of the pickup that the trip is no longer needed, the operator will notify the dispatcher, verify that he/she did go to the door, and the dispatcher cancels the trip (and any associated return trip) in Trapeze and documents the cancellation as an at-door cancel.

The No Show/Late Cancellation/Cancel at the Door team later verifies that the event was properly recorded and that all required procedures were followed.

3.3. Processing Adjustments to Trips

If customers need to reschedule their trip, they may call reservations up to the day before their trip is scheduled. The reservationist will cancel the existing trip and initiate the trip booking process described in 3.1 to determine availability at the new date/time requested by the customer.

Same day trip changes are not permitted.

3.4. Documenting Customer Requests for Changes to Customer Profile

Customers who wish to make changes to their profiles must contact the reservations department. The reservationist will request from his/her supervisor the form appropriate to the change requested, and completes the form for the customer. At the end of the call, the form is returned to the supervisor. The profile change forms are collected and delivered to WMATA, who in turn deliver the forms to the ELIG department for processing. MV's ELIG support team assists WMATA's team in updating customer profiles.

3.5. Additional Reservations Functions

Training

MV will make training schedules available to the QA contractor for auditing and monitoring purposes. Training Manager will work with the QA contractor as needed to ensure that training is completed according to WMATA standards.

MV understands that training syllabi and schedules are subject to approval by WMATA.



Recognizing the benefits of peer-to-peer

mentorship, MV created the OTJ program.

Through coordination with the ATU, this role available

reservationists and dispatchers, who receive

extra training to become certified as OTJs.

They are assigned to trainees and provide

hands-on instruction. OTJs receive extra pay

for the hours spent training new agents.

to experienced





Reservationists receive 40 hours of classroom training and 40 hours of on-the-job training. The training received during this period encompasses the following topics specific to the Trapeze reservations environment:

Company orientation: About MV, employee handbook, company policy and procedure, drug and alcohol training.

On the Job Trainers

made

- MetroAccess Customer Guide: The purpose of MetroAccess, how the ADA relates to the reservationist's function, fares and service areas, customer eligibility, window times vs. actual times, service hours, and EZ pay accounts.
- Quality Policy and Procedure Manuals: Employee handbooks, dress code, smoking policy, lunch and break policies, identification badges, and attendance policy.
- Role of a Reservations Agent: Key
- responsibilities and job purpose.
- Trapeze-Specific Training: Reservationists learn the following Trapeze training topics:
 - Logging in and out
 - Icons, fields, and screens
 - Locating/looking up a client
 - Entering addresses and times
 - Reservations script
 - Military times
 - Completing a reservation:
 - One way/return trips
 - Adding times and dates
 - Verifying times/dates/bookings
 - Mobility aids
 - Refusals











- Adding passengers and mobility aids
- Unscheduled trips/report wizard
- Verifying times
- Using the Trip Administration Screen
- Scheduling and booking the return trip
- **Understanding the ADA:** ADA regulations and requirements.
- Customer Service Training: Please see the Telephone Doctor Training description, below.

After the initial training period, reservations agents work with on-the-job trainers (OTJ), shadowing them in their duties until they are comfortable with the requirements of their position.

Telephone Doctor Training

Internal Customer Service/QA Manager Tania Santana is certified by Telephone Doctor to conduct customer service training.

All reservationists and dispatchers are required to attend the Telephone Doctor customer service training. This is a 10 hour program that focuses on improving communication with customers.



The session begins with a welcome and a discussion of "In Your Shoes" questions, what Telephone Doctor training is, an overview of the programs that will be addressed, and their purpose.

After each module is presented, the class lists the key points and discusses each - how it is used and why it is important. These discussions include roleplaying activities and questions and answer sessions. The eight training modules are as follows:

- The Service Mentality: This teaches the proper mind-set of serving passengers, and identifies and highlights the basic characteristics and traits of excellent customer service.
- Determining Needs: Focuses on listening skills and questioning techniques, and teaches trainees how to become effective listeners.
- Changing Perception: Learning non-visual communication and relaying a positive attitude on the phone.
- Coaching Skills: Ways to improve performance and develop managers and supervisors through training, coaching and counseling,







- Five Forbidden Phrases: What they are and how passengers will react, and how to change the message to achieve results.
- Six Cardinal Rules of Customer Service: Real-life examples of what to do (and what not to do) when faced with common situations.
- Proactive Customer Service: Building rapport with regular callers, and providing adequate information the first time.
- The Welcomed Guest: Enhancing employees' ability to represent the service.

Bilingual Staffing Requirements

MV provides five (5) bilingual agents who are fluent in English and Spanish.

In the event that language assistance is needed for a language other than Spanish, MV will use the translation services offered by the Language Line Services. This third party, overthe-phone interpretation service can accommodate translations for more than 170 languages. Language Line Services offers confidentiality, which is essential to maintaining MetroAccess customers' privacy. Representatives can assist the MACS-OCC agent with identifying the language for which to request translations services.

Scripting

MV is diligent to enforce the use of WMATA-approved scripts and procedures in the area of trip booking.

Representatives of MV have worked with WMATA to develop scripts for the reservations, dispatching, and WMR functions to ensure consistency, compliance, and good customer service.

MV uses the TAP (Telephone Assessment Policy) to verify compliance with scripts. Tania Santana, MV's customer service/internal QA manager monitors this process, which is described in detail in section 6 - Internal Customer Service/Quality Assurance (V-2.4).

Trip Negotiation

Trip negotiation is key to productivity. As described in section 3.1, Processing Customer Requests for Trips, MV's reservationists use WMATA's scripts and policies when negotiating trips with customers.





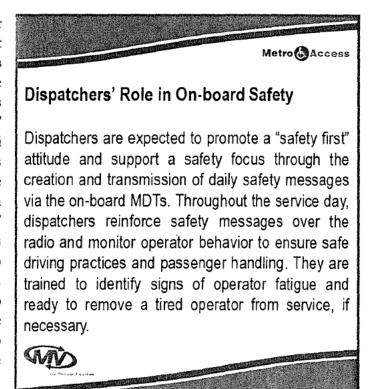


MV has dedicated personnel to handle the EZ-Pay queue and phone inquiries. This staff member is trained in how to read the EZ-Pay report from Trapeze, how to accurately input the necessary information to the EZ-Pay system, and how to assist customers with their inquiries.

When customers are calling regarding issues with their account, or MV personnel are having trouble accessing the caller's account, IT manager will lead the resolution of the issue. Depending on the issue, will contact MV helpdesk or MGM Innovation, the third party vendor that supports the EZ-Pay queue.

4. Dispatch (V-2.2)

The dispatch team is responsible for orchestrating and directing daily on-street service, 24 hours a day. Dispatchers communicate continually with vehicle operators throughout the service day, as well as the service delivery contractors' window dispatchers and the taxi providers' dispatchers. Dispatchers communicate by voice media (telephone or Sprint Direct Connect system) or data or MDT systems (facsimile, email, transmissions). Dispatchers' duties encompass processing same day trip movement, cancellations, and no-shows. This team must use all available tools to examine service delivery, and provide the necessary guidance and direction on-street activities ensure all are consistent with WMATA's standards.



Dispatch Teams

Leveraging its six years of experience and expertise in its operation of the MACS-OCC, MV's proposal includes a modification of the existing floor plan and work distribution in support of on-street service.







The dispatch department is composed of 96.2 dispatchers covering three shifts: AM, PM, and late night. For each shift, the dispatchers are divided into dispatch teams, which consist of four (4) to six (6) agents and one (1) dispatch supervisor.

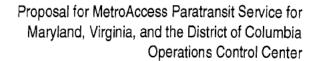
Each dispatch team is assigned to a geographical jurisdiction. MV will configure team assignments according to the location of the service delivery contractor's yard(s); for the purpose of this proposal, MV suggests the following four jurisdictions:

- District of Columbia;
- Prince George's County, Maryland;
- Montgomery County, Maryland; or
- Commonwealth of Virginia.

The four (4) to six (6) dispatchers comprised within each team will have a specific task designation, as follows:

- Radio Dispatcher: This agent is responsible for responding to vehicle operator radio calls, and will handle unusual incidents that occur throughout the day. This agent will provide directions to operators as needed, and troubleshoot MDC and dispatch radio system issues.
- No Show Dispatcher: This agent is responsible for managing no-shows according to WMATA and MV procedures. The no-show dispatcher will monitor the Trapeze MDT Center to process incoming operator requests for no-shows; operators will be required to make these requests by MDC instead of the radio. This agent will also monitor operators who have been onsite at a pickup, but haven't left for their next stops.
- Late Trip Dispatcher: This agent will access the Late Trip, Late Appointment Time, and On Board Time views in Trapeze to manage route timeliness and minimize excessively late trips. The late trip dispatcher will address late trips and issues that would result in a customer missing his/her appointment time, or on board the times that exceed the time allowed by WMATA policy. This agent will mitigate trips that are projected to be late by reassigning trips to another route that will allow a pickup or drop-off closest to the pickup window or appointment time, as applicable. This agent will give priority to trips that are projected to be more than 30 minutes late to ensure they are delivered as soon as possible.
- Unperformed and Late Pullout Dispatcher: This agent will use Trapeze real time views to monitor unperformed trips. This dispatcher will be responsible for ensuring all scheduled pullouts are on time by proactively communicating with the service delivery contractor's staff. This agent is responsible for ensuring the accurate input of the operator's name, vehicle number, and radio number into Trapeze. He/she will handle vehicle out-of-service events and the creation of replacement routes in Trapeze.







- Dispatch supervisor: The supervisor will provide overall supervision of the team, in addition to the following tasks:
 - Communication and mentorship of the dispatchers to promote productivity;
 - Monitoring trip movement to ensure compliance with guidelines;
 - Communication with service delivery contractors' window dispatch and yard supervisor teams regarding readiness to initiate pull-out, incidents/accidents, or other operational issues throughout the service day;
 - Ensuring dispatchers are properly and effectively using all required Trapeze views to manage excessive dwell times, slack times, idling, and on time performance;

2012 Woman of the Year

Joining MV in 2010, began her tenure with MV as a No Show dispatcher. She was promoted to the role of road supervisor in early 2012, the same year she was named Woman of the Year by the MetroAccess Subcommittee

was recognized for her service and dedication not only to MV Transportation but to her community at large.

- Controlling dwell times and monitoring timely and accurate no-show processing;
- Assigning lunches and breaks to team members and ensuring ample coverage;
- Ensuring the vehicle operator returns to the yard on time and/or works with the window dispatcher at the operator's yard to ensure this occurs;
- Being available for communication with WMATA MetroΛccess personnel, MV MΛCS-OCC management, and service delivery contractor(s) at all times while on duty; and
- Other duties as defined by MACS-OCC management.

MV's goal for the breakdown of duties described above is to foster stronger teamwork between the agents in the MACS-OCC. All team members will be able to perform the tasks listed above in order to support one another as needed, but will focus on a singular function in order to streamline dispatch operations.

This reconfiguration separates the WMR function from dispatching, allowing dispatchers to focus on their primary duty of directing on-street service.

Floor Plan

MV acknowledges that continuous improvements can be made to the existing floor plan to improve synchronicities between team members and increase the team's awareness of on-street service, thereby improving responsiveness to incidents and other service needs.



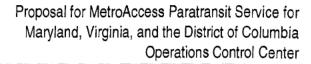


	Phone LCNS Board Board Dispatch COC Proposed Floor Layout: Dispatch OTP/ Traffic/ Safety Board		7	Dispatch Manager Office		IT Office	OCC Manager Office				
Reservations Operation Area		s ĝ	WE CONSTRUCTION					SA BRIDGE STATE OF THE STORY OF	8 10 M 13 14 M	11 12 G D 15 16 Q	Window Window Window

As stated in the section above, MV envisions dispatch being broken down into four (4) mutually supportive geographic areas (for the purpose of this proposal, District of Columbia, Prince George's County, Maryland, Montgomery County, Maryland, and Commonwealth of Virginia). Each area will have a team of four (4) dispatchers and one (1) supervisor, whose workstations will all face each other. Although similar to the current configuration of the dispatch department in individual bases, the proposed plan will result in the following benefits over the current floor plan:

- Ongoing communication will be enabled without having to look away from their dispatch monitors;
- Decreased audibility by minimizing excess communication and focusing service-related conversation within the circle of work stations; and
- Improved teamwork and camaraderie within the dispatch team and with the service delivery contractor.







This floor plan is also included following this CDRL section. Floor plans are also available for other levels of service.

4.1. Effective Trip Movement

Trip movement from route to route is often necessitated by unforeseen delays, such as inclement weather, traffic, and accidents, or by trip cancellations. In these instances, the dispatch team may move trips to other routes to maintain productivity. However, it is imperative to keep trip movement to a minimum to avoid jeopardizing the productivity of one route in favor of another.

Procedures and Guidelines

At the beginning of each shift, the incoming dispatch manager communicates with the outgoing dispatch manager regarding the status of trips to ensure a smooth transition to the next shift. The next shift's dispatch manager assesses variables that may affect routes throughout the shift, such as operators not reporting to work, service delays, out-of-service vehicles, etc. This evaluation provides a strategic framework within which trip movements take place.

To effectively minimize trip movement, MV limits this function to supervisors and

Productivity Never Stops

Trip movement has historically exceeded industry norms and is an area where MV recognizes that improvements can be gained. Through the Productivity Never Stops campaign, MV continues to address and emphasize strategic trip movement vs. unnecessary trip movement. As a result, MV has seen a 3% reduction in trip movement and an 18.54% improvement in productivity from June 2012 to July 2012.

late trip dispatchers; these dispatchers have demonstrated proficiency with route management have received specialized training. By limiting the number of personnel who may move trips, MV reduces duplicate or unnecessary trip movements.

These individuals examine the trip and ensure that movement to another route has little to no impact to other trips and:

- Isn't within 30 minutes of the pickup window;
- Doesn't create any violations in Trapeze;
- Is on a route going the correct direction;
- Does not significantly increase mileage of the pickup;







- Does not push an operator's lunch break into peak/rush periods (8:00-10:00 AM, 3:00-5:00 PM), when maximum operator coverage is needed; and
- Is not placed before a group trip that could cause the group to be late.

If a group trip is projected to be late, the dispatcher must keep the group intact, and move single trips to ensure the group trip remains on time.

Dispatchers are required to use the schedule booking wizard in Trapeze, which takes into consideration mileage, travel time, and ETA, rather than "dragging and dropping" trips onto a route.

Dispatchers are also responsible for compliance with MV's Fatigue Management Policy when conducting trip movement. If an operator is in service and contacts dispatch due to fatigue, he or she will be instructed to pull over and wait for a street supervisor to arrive. OCC dispatcher training for trip movement will include a discussion of vehicle operators' hours-of-service requirements and how trip movement can affect the operator's shift. If a route needs to be ended early due to an operator reaching his or her maximum hour limit, the dispatch manager or supervisor on duty will change the end of the operator's shift and freeze the route in Trapeze. This will ensure the operator's route isn't assigned additional pickups.

MV's trip movement plan also has contingencies for the following events:

- Severe weather: MV management monitors projected weather for the day of service. If severe weather is forecasted, MV modifies how far in advance a trip can be moved. For safety and passenger considerations, MV requires that routes be kept tight in order to avoid operators having to excessive distance.
- **MDT** outages: From time to time on-board MDT units will experience and outage. When this occurs, operators communicate with dispatch by radio for every pickup or drop-off. Trip movement is drastically reduced.
- Heavy traffic forecasts and accidents: MV displays traffic patterns on a large monitor in the MACS-OCC. During heavy traffic or accidents, or an increased projected trip count, MV will increase the amount of time that is used to project trip movement (i.e. supervisors may be told to move no trips less than an hour out).

Any subsequent changes to the routes are communicated to the vehicle operator by MDT and/or radio.

It is the responsibility of the rest of the dispatch team to assess and evaluate their routes, and to alert supervisors of issues.

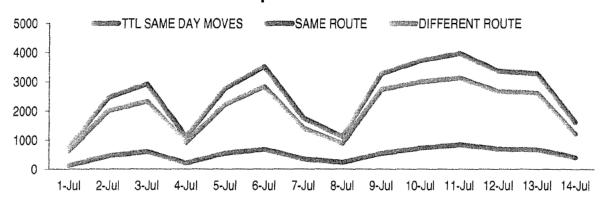






MV reviews trip movement on a daily and weekly basis, and compares to on time performance and productivity. The management team reviews excessive trip movement to identify personnel who may require coaching or retraining in strategic trip movement.

Trip Movement



4.2. Training

MV will make training schedules available to the QA contractor for auditing and monitoring purposes. Training Manager will work with the QA contractor as needed to ensure that training is completed according to WMATA standards.

MV understands that training syllabi and schedules are subject to approval by WMATA.

On the Job Training

Dispatchers receive 80 hours of classroom and 40 hours of on the job training. During the course of that training, the following subjects are covered:

- Company orientation: About MV, employee handbook, company policy and procedure, drug and alcohol training.
- MetroAccess Customer Guide: The purpose of MetroAccess, how the ADA relates to the dispatcher's function, fares and service areas, customer eligibility, window times vs. actual times, service hours, and EZ pay accounts.
- Quality Policy and Procedure Manuals: Employee handbooks, dress code, smoking policy, lunch and break policies, identification badges, and attendance policy.









Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

- **Dispatch Effective Communication Skills:** Speaking, listening, bus operators/dispatcher relations, urgency vs. importance, time management/prioritizing.
- Dispatch Operations: What is dispatch, daily metrics, on time performance, productivity, floor blueprint.
- Customer Service: Answering information calls, receiving customer comments
- Telephone Doctor: Telephone courtesy, customer relations and problem solving techniques (described in section 3.5, Additional Reservations Functions)
- Sensitivity Training: Led by MV's consumer advocate, focuses on passenger needs, understanding specific disabilities, and other issues related to sensitivity
- AVL: Definition, how to use, AVL mapping, how to read AVL in the PASS system, how AVL factors lunch breaks and remainder of operator's manifest
- Manifest Reading: Trainees identify if they can unscramble a route based on violations, schedule times, etc.
- Trip Movement: When, how, and why to move a trip; how to maintain a productive route
- When to arrive vs. when not to arrive
- Out of Service Event: How to put an operator out of service, fatigue management
- Emergency management: Accident/incident procedures, DOT emergency action plan implementation strategies, communicating to ensure prompt and appropriate response. Training for events such as passenger illness on bus, natural disasters, vehicle breakdowns, severe weather, violent passengers, etc.
- MDT Use: Communicating via MDT, monitoring MDT usage
- Phone system use
- Where's My Ride procedures
- Training Action Plan (TAP): What it is, how an agent is evaluated, TAP scorecard
- Vehicle Monitoring & Personnel Control: rollout log, bus assignments, use of standby/extraboard, daily labor control, checking manifests and paperwork.
- Radio Protocols: Radio communication codes, emergency management over radio
- Introduction to Trapeze: See below, under "Trapeze-Specific Training"

As described in section 3.5, Additional Reservations Functions, dispatchers work with OTJ Trainers, who mentor the trainees in their new duties. As mentioned above, dispatchers also receive the Telephone Doctor Training described in section 3.5. This training emphasizes internal customer service, which is critical to the dispatchers' working relationship with vehicle operators.









All dispatch staff will be provided training in the Trapeze automated scheduling system. Training focuses on proper and expedient reservation handling and service optimization, and is offered separately from customer service techniques and call taking approach. A basic outline of this training is provided below.

Trapeze Training Topics

Getting Started

- Logging in Incident Screen
- What is an Incident Screen?
- How to set up an incident screen
- What are run groups?
- How to read an incident screen

Operator Pull-Out Procedures

How to pull-out an operator

Schedule Editor

- What is the Schedule Editor?
- How to set up the Schedule Editor
- Schedule Editor Rows/Columns definitions:
 - Violations
 - Run
 - Send
 - State Codes
 - Sub type
 - Space availability
 - Client ID numbers
 - Client name
 - Client location
 - City
 - Map Page
 - Scheduled Time
 - Estimated Time
 - Appointment Time
 - Actual Arrival
 - Actual Departure
 - Distance
 - Window Times

- Displays all runs operated on the selected day
- Displays operator manifest
- Displays passengers trips
- Displays unscheduled list
- Passenger booking and eligibility info
- Find dialogue box
- Previous and last run in chronological order
- MDT center
- Loaded and unloaded schedules
- Go to Pair
- Zebra mode
- Rescheduling
- Tracker action insert
- Tracker action browser
- No show
- Edit booking
- Dispatch by voice
- Arrive and Perform
- Vehicle breakdown wizard
- Display and follow on AVL map

Trip Coding

- What is a trip code?
- How do you code a trip in Trapeze?
- Definitions of Trip Codes
 - No Show
 - Missed trip
 - Late cancellation
 - Advance cancellation
 - Same day cancellation
 - Missed dwell









Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

Trap	peze Training Topics
– Fare Amount	No show/carrier late
 Fare to Collect 	Cancel at door
 Fare Collected 	 Missed but transported
 Comment Field 	 Site closure cancel
Icon/Definitions	User error cancel
 Close current screen 	 Improper coding vs. proper coding
 Previous and last screen 	Edit booking:
 Displays loaded schedules 	 Geo-coding trips
 Previous and last screen 	 Booking "no-strand" trips
 Displays loaded schedules 	

4.3. Day-of-Service Dispatching

Tracking Vehicle and Operator Availability

Collectively, the agents in each dispatch team will manage approximately 150 routes, which equates to 30 per dispatcher. Throughout the service day, these teams will use Trapeze live views and reports to generate an assessment of vehicle operators and route assignments. This assessment will assist agents in redirecting assets or reassigning trips as needed to support efficiency, productivity, and on time performance.

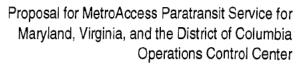
Sign-In and Pull-Out

The dispatch supervisor contacts the service delivery provider the night before service (between 8 pm and 12 am) to confirm that all resources (vehicle operators and vehicles) are available to cover all scheduled runs.

Prior to rollout at 3:00 AM, the supervisor examines pullouts and ensures each run has a first trip with very little deadhead. Dispatchers check runs for violations and distances, and checks the first few hours of each run to ensure the trips are properly routed so that operators don't have to change direction.

Operator assignments are made by the service delivery contractors' window dispatch teams each morning and entered into Trapeze.







Thirty (30) minutes prior to pullout time, trips will display on the Trapeze Real Time Late Pullout View. At this time, the dispatcher will contact the service provider to confirm the

vehicle operator assigned to the run is present, rested, properly uniformed, and ready for work. If the operator is not present or able to perform his/her duties, the dispatcher works with the yard supervisor to assign a backup/extraboard operator to the route.

If a pullout shows as late on the unperformed view, the late pullout dispatcher contacts the window dispatcher immediately, and informs the dispatch supervisor for assistance.

When ready to pull out, the operator indicates on the MDT that he/she is ready to leave the yard, radios the OCC radio dispatcher assigned to his/her route, and provides the start time, vehicle mileage, and radio number. The OCC dispatcher enters this information to the run in Trapeze to complete the

Supporting the National Federation of the Blind

MV was pleased to sponsor eight members of the Potomac Chapter of the National Federation of the Blind to attend the 2012 Spring Banquet. The event held at Kora Restaurant in Arlington, Virginia celebrated the NFB's work to improve blind people's lives through advocacy, education, research, technology, and programs encouraging independence and self-confidence.

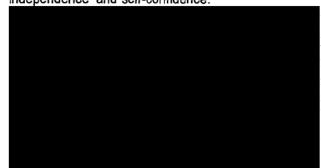


Photo: Community Relations Manager, MV Transportation dining with two members of the Potomac Chapter of the National Federation of the Blind, 2012 Spring Banquet.

manifest, and sends the manifest to the MDT. Once the operator has downloaded all the information to the MDT, he/she is given leave to pull out of the yard and proceed to their first trip.

After the pull-out, dispatchers closely monitor the location of the vehicle operators to ensure they arrive at their first pickup on time. For example, if an operator makes an unauthorized stop prior to the first pickup, the dispatcher will radio the operator to move on, or dispatch the service delivery contractor's road supervisor to the location of the unauthorized stop.





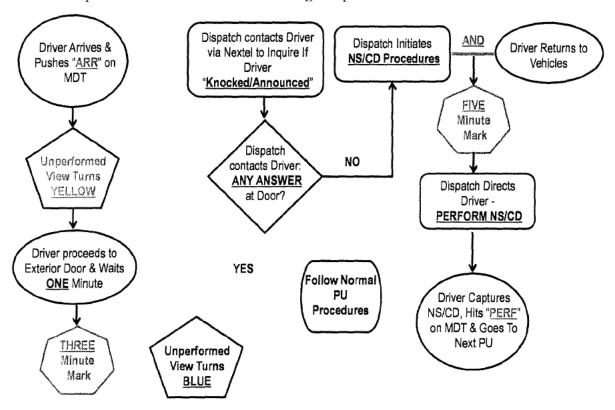


When the operator performs his/her last drop-off and is ready to return to the yard, the operator pushes the "arrive" button on their MDT to acknowledge their arrival back to their yard. This signals the dispatcher to notate within Trapeze that the operator has completed his/her run and captures the sign-out time. The dispatch team will use the Late Pull-In view in Trapeze to monitor this activity.

No-Show/Cancel at Door Procedures

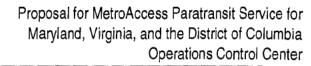
MV will work with Trapeze to create a No-Show Dwell view to replace MV's Unperformed Monitor currently in use. When the vehicle operator arrives at the pickup location, and pushes "ARR" (arrive) on the MDT, the dispatcher's "unperformed" view turns yellow.

MV has provided a flow chart demonstrating this process below.



If the passenger does not appear, the operator alerts the passenger of his/her arrival by knocking on the door and identifying themselves as "MetroAccess". If the pickup point is a public entrance, the operator opens the first exterior door and announces his/her arrival.







After knocking, the operator waits one minute for the passenger to appear. After three minutes, the unperformed view turns blue, signaling the dispatcher to contact the operator by radio to confirm the operator knocked/announced. If the operator has done so, and no passenger has appeared, the dispatcher initiates the "NS/CD" (no show/cancel at door) process. When five minutes have passed since the operator pressed the "ARR" button on the MDT, the dispatcher directs the operator to return to the vehicle and perform a NS/CD – the operator records all necessary information and proceeds to the next pickup.

MV has sponsored campaigns designed to minimize the amount of time spent on no shows. On designated days, the MACS-OCC generates flyers that are distributed to operators in the yard to remind them of appropriate no show procedures. The road supervisors are also given a list of best practices to monitor and reinforce with drivers on the road on these days. In the next contract term, MV will work with the service delivery contractor(s) to plan and carry out similar campaigns.

4.4. Working with Taxi Company Dispatchers

MV will assign trips to taxi providers in the following instances:

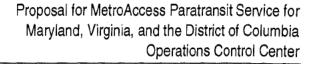
- When trip volume exceeds the capacity of the service provider(s), and/or
- When the assignment to a taxi provider would result in greater productivity or improved on time performance.

MV's scheduling team sends the next day's trips to the taxi providers in the evening. MV tries to limit the number of same-day taxi trip assignments to minimize the difference between scheduled and actual productivity.

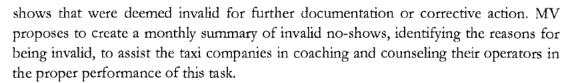
To ensure consistent service quality between the taxi companies and the service delivery contractors, constant and effective communication between the OCC-MACS dispatch team and the taxi companies' dispatchers via Sprint radios must be maintained. In addition, communication takes place throughout the service day by phone and through the Trapeze PASS system:

- Cancellations: Cancelled trips are communicated to the taxi company's dispatch team through the Trapeze PASS system and followed up with a phone call.
- No Shows: Taxi drivers and dispatchers must follow the same no show procedures as MV and the service providers, and completely document the process, including the phone numbers that were called, a description of the pickup location, and wait time. This information is entered in Trapeze real time. MV's internal QA department reviews this documentation weekly for validity, and sends back to the taxi company any no-









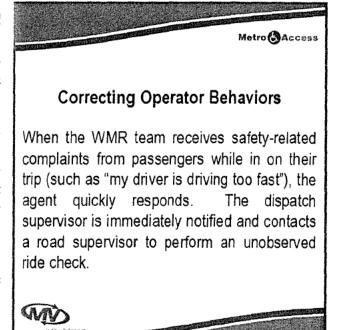
- Where's My Ride: MV's WMR team has persons dedicated to WMR calls for taxi trips. When these calls occur, the agent will contact the taxi company's dispatcher, who contacts the taxi driver assigned to that route, and will report back with the ETA and any other information.
- Incidents/Accidents: Taxi providers must follow the same procedures for reporting incidents and accidents to the MACS-OCC as the service delivery contractor(s). Incidents must be completely documented and verified by the taxi dispatchers or taxi management.

4.5. Interface with Service Delivery Contractors

The dispatch team is the primary interface between the MACS-OCC and the service delivery contractor(s). Dispatchers, managers, and supervisors all play a role in communicating with the service delivery contractors.

Dispatchers communicate directly with operators throughout the service day, remaining in communication by radio and MDT regarding all events that occur in the course of the service day (e.g. pickups, drop-offs, delays, noshows, route changes, etc.).

The dispatch supervisors serve as the primary liaison to the dispatch offices at the service delivery contractor(s). They communicate with the yard supervisors and window dispatch



regarding operational issues, problematic vehicle operators, incidents/accidents, and anything else that may arise. For a more detailed service delivery interface plan, please refer to CDRL MACS-OCC-9.









4.6. Dispatchers and Vehicle Operators

Effective communication between the MACS-OCC dispatchers and the service delivery contractors' operators begins with training. For this reason, the MACS-OCC dispatch team receives thorough training in their duties, the use of Trapeze, and in internal customer service skills. This includes the Telephone Doctor training described in section 3.5.

In the next contract term, MV proposes to establish regular meetings with vehicle operators and the senior dispatchers who perform trip movements to facilitate communication through face-to-face contact. During these meetings, dispatchers and operators would discuss challenges and successes in order to increase understanding of each other's roles.

5. "Where's My Ride" (WMR) (V-2.3)

Comprised within the dispatch department are the Where's My Ride agents ("WMR"), who handle customer inquiries regarding pickup ETA. Each dispatch team will be supported by a team of WMR agents. In the event a team member is not present, a WMR agent will cover dispatch duties for that shift. WMR agents will also augment the reservations team, handling overflow calls from the reservations queue as needed.

Since these agents support both the dispatch and reservations teams, WMR agents will be selected for their flexibility, expertise in Trapeze for both reservations and dispatching functions, and their in-depth knowledge of WMATA MetroAccess policies and procedures related to these functions.



In the new contract term, MV will implement a Location Safety Committee (LSC) for the OCC. This committee will work together to create and maintain a safe work environment for all employees.

The OCC-LSC will discuss fatigue and OSHA issues in the OCC and other safety issues pertinent to call center operations and coordination with the service delivery provider(s).



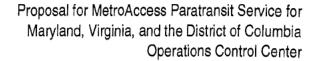
WMR dispatchers are on duty 24 hours a day, seven days a week, and are responsible for answering calls in a timely manner. These agents respond to specific calls regarding:

Requests for Estimated Time of Vehicle Arrival (ETA)/ vehicle location









- Same day trip cancellations
- General information regarding same day trip issues

All call center staff is trained in MetroAccess policy and information, and are equipped to respond to information questions regarding the service and its benefits.

The WMR team follows a WMATA-approved script when talking with a customer by phone. The agent politely requests the customer's ID number, enters the ID in Trapeze, and verifies they are speaking with the person whose name is displayed.

WMR dispatchers use the Trapeze system and monitoring tools to identify trip statuses and report the expected time of arrival to the caller. Procedures are as follows:

- If the trip is before or within the pickup window and running on time, the WMR agent states that the trip is on time and provides the pickup window.
- If it is before the window and projected to be late, the agent will quote the window to the passenger, then refer the trip to a supervisor, who can reschedule the trip
- If the trip is within the window and the vehicle is projected to be late, or it is after the window and the trip is late, the agent asks permission of the customer to place him/her on hold, and contacts the operator.
 - If the agent is able to contact the operator, he/she will provide the customer with the estimated number of minutes in which the vehicle will arrive.
 - After two minutes of attempting to contact the operator, if the agent is unable to reach the operator, he/she will perform an AVL search of the vehicle, document the ETA in Trapeze, and then provide the ETA to the customer.

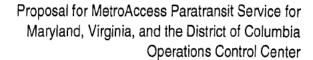
If the WMR request is in reference to a taxi trip, the agent contacts the taxi company's dispatcher, who contacts the operator for a location and ETA, and reports back to the WMR agent.

For same-day problems (such as a disputed no show or a missed trip), the supervisor must remedy the situation immediately. When a customer requests an alternate ride resulting from a missed trip, the dispatcher will book the trip in the Trapeze system, with the reason for the trip noted in the customer's trip log.

WMR dispatchers receive the dispatch training described in section 4.2, Training, and receive additional map training. They are well versed in the Trapeze system and AVL technology, as well as customer service skills.







6. Internal Customer Service/Quality Assurance (V-2.4)

This team monitors both live and historical calls to ensure that the reservations and WMR teams are performing to WMATA's and MV's high standards of customer service and professionalism. In addition, MV's internal customer service/quality assurance team will review and assess communication between operators and dispatchers via the proposed radio system (see Section 1, Two Way Radios) for purposes of ensuring both parties remain professional in their continued support of one another. This review will be performed on either recorded (depending upon the selected radio device) or live voice communications.

This team will hold the responsibility for complaint investigation, working closely with the QA contractor to resolve complaints in a timely manner.

Walk a Mile in my Shoes

The "Walk-A-Mile" program was designed as a means for dispatchers, supervisors and managers from each facility to learn and understand what their coworkers at other MetroAccess locations face on a daily basis. The program was designed and implemented in the summer of 2010. The OCC and the Capitol Heights teams were the first to roll this program out to new trainees.

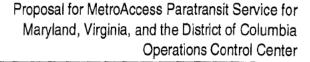
This training gives MACS-OCC staff firsthand understanding of MetroAccess vehicles (details of capacity, seating arrangements, wheelchair securement, vehicle configuration, etc.) They learn through the driver's perspective how the system operated and the challenges drivers face on a daily basis. Within this training, OCC staff listens in on radio communications between drivers and dispatchers. They clearly understand when and where a driver may reasonably be able to respond to radio communication, while complying with the zero tolerance for electronic device usage while the vehicle is in motion. Finally, OCC staff is able to talk to operators to understand their motivations throughout the business day.

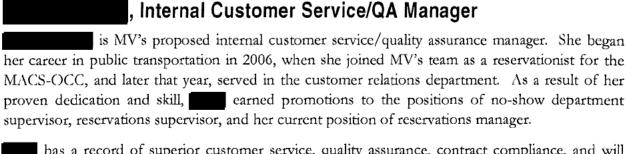
As part of this program, each MACS-OCC team member also spent a day with attendees of local ARC centers, both on the MetroAccess vehicle, and on-site. This direct interaction with persons with disabilities has resulted in improved empathy, sympathy, and customer care, which in turn has resulted in fewer complaints about rudeness.

Operators participating in this program sit with an OCC dispatcher for one rush hour period (approximately 2 hours in duration). During this time they learn all of the challengers that the OCC Dispatch team encounters during the course of a rush hour shift.









has a record of superior customer service, quality assurance, contract compliance, and will leverage these skills to facilitate the QA contractor's audit of MACS-OCC activities. In her current role as reservations manager, she oversees the reservations team's interactions with customers by phone, ensuring its adherence to WMATA-approved scripts, procedures, and customer service standards. Santana oversees the TAP program (described in the next section), and will be able to effectively work with the QA contractor in this review process in the next contract term.

resume has been provided following this CDRL section.

TAP Program

Scoring

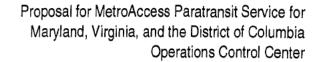
MV understands that the review and evaluation of outgoing voice communications will be performed in the new contract term by the QA contractor. MV has managed this process throughout the last contract term, and will work closely with the new QA contractor to accommodate their review.

will review the QA contractor's findings and administer discipline, as described in the next section.

The QA contractor will use scorecards to evaluate phone conversations and to score individual agents. Evaluations are assessed on a weekly basis (Saturday through Friday). For example, agents who display rudeness or other inappropriate behavior, or who put clients on speaker, will automatically receive a failing grade. A failing grade results in a TAP (Telephone Assessment Policy) violation (or "TAP"), and is represented by two scores under 85% in one week or one score of 70% or below.

The score card is a coaching tool developed in partnership with WMATA to evaluate dispatchers/WMR, reservationists, based upon several key performance metrics. The performance metrics are based upon tasks identified by both WMATA and MV management staff as critical to staff member's contribution to the delivery of service. Employees are rated in each category based upon their comparative performance in the key areas of productivity, on-time performance, processing no-shows and managing their assigned fleet. An overall grade is assigned and individual





agents are coached in areas where they are deficient. Assessments are conducted weekly with TAP scores remaining active within an agent's employee file for a period not to exceed one calendar year.

	2. Booking		
	Did the agent confirm the day and date of the week of		
2.a.	travel?	2	
2.b.	Did the agent verify the complete address and phone		
	number (s) of the client's pick up location?	2	
2.c.	Did the agent verify the entrance of the pick up location?	2	
2.d.	Did the agent verify the complete address and phone		
	number (s) of the client's drop off location?	2	
2.e.	Did the agent verify the entrance of the drop off location?	2	
2.f.	Did the agent verify the use the mobility aids by client?	2	
2.g.	Did the agent verify if the client was traveling alone or with		
L	a PCA or companion?	2	
	If the client was traveling with a PCA or companion, did the		
2.h.	agent verify if the PCA or companion uses any mobility		

Excerpt, Reservation Evaluation Score Sheet

	7. Major Infractions		
7.a.	Did the agent apologize to the client?	-20	
7.b.	Did the agent acknowledge the client's emotions and show sincere empathy throughout the call? (i.e. Sensitivity towards customer needs)	-20	
	Did the agent use the appropriate tone throughout the call?	-35	
7.d.	Did the agent refrain from providing the client with the provider name, unless the driver has arrived?	-50	
7.e.	Did the agent provide details on the internal operation of MetroAccess such as: who is riding, add on, trip movement, where is the vehicle coming from or going, and/or if the passenger is being dropped off first?	-50	

Excerpt, WMR Evaluation Score Sheet

Overall Grade	AVG	АТТ	GRADE	PCT VALID NS	GRADE	NS Dweil	GRADE	Toggle Done	GRADE	ОТР	GRADE	PRO	GRADE
8	0.6552	0	0.6515	32.2%	0.4865	-14.03	0.1669	3678	1.0000	66.5%	0.8357	1.030	0.7908
В	0.6039	0	0.6515	77.0%	0.8701	-16.07	0.1071	3	0.4480	58.6%	0.7668	1.012	0.7802
С	0.5915	0	0.6515	0.0%	0.1929	0.00	0.8254	0	0.4442	54.0%	0.7194	0.912	0.7159
C	0.4084	-1	0.1835	6.7%	0.2437	-17.88	0.0683	0	0.4442	53.5%	0.7146	1.039	0.7960
С	0.5405	-1	0.1835	0.0%	0.1929	0.00	0.8254	0	0.4442	70.6%	0.8659	0.934	0.7308

Excerpt, Dispatcher Score Card







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Discipline

The first and second TAP results in a verbal warning, accompanied by coaching and counseling by the employee's manager. The third TAP results in a final written warning and for unpaid suspension, along with coaching and counseling as in the previous two TAP instances. A fourth-TAP results in immediate termination. An employee of the MACS-OCC may receive no more than three TAPs in a rolling twelve (12) month time period before termination.

Complaint Research and Resolution

MV understands that bringing customer complaints to a quick resolution is essential to customer satisfaction and retention. As the contractor providing quality assurance since 2005, MV has been active in investigating, documenting, and resolving complaints and other customer service issues to the satisfaction of WMATA and its MetroAccess customers.

MV appreciates the complexity and importance of the quality assurance function, and will view the QA contractor as an extension of its own customer service program, working in close partnership to identify and monitor complaint trends. Upon contract award, MV will immediately and initiate establish regular meetings with the QA contractor to foster smooth and effective communication.

Complaints received through the CSVC via the QA Contractor will be received and reviewed by Internal Customer Service Manager or designee. appropriate documentation related to the complaint, including Tracker Action notes, AVL data, booking information, phone recordings, WMATA Trip Planner, Run Itinerary and MetroAccess related policies.

For example, MV anticipates that the majority of complaints received regarding the MACS-OCC will be related to late pickups. would review the documentation and determine if the dispatcher properly or ineffectively moved a trip, whether the scheduler scheduled the trip properly, and other determinations.

If the complaint is found to be valid, the supporting documentation will be sent to the appropriate department manager, who will decide the course of corrective action, which may include counseling, retraining, or in extreme offenses, administrative leave or termination. If the complaint is not supported by the available documentation, the internal customer service/QA team will report its findings to the QA contractor.

MV is familiar with ECT - Executive Correspondence Tracking. Complaints and/or customer service issues received directly from WMATA, including action items or complaints made directly to a board member or congressman, it will be given the highest priority and addressed personally by General Manager







Quality Call Monitoring and Communications Review (V-2.4.2) 7.

Inbound and Outbound Call Monitoring and Review

Please refer to section 6, Internal Customer Service/Quality Assurance, for a description of how MV's team monitors inbound and outbound call quality.

Internal Communications Review

Communications between MACS-OCC and Service Delivery Contractor Staff

MV is dedicated to promoting positive and productive communication between the MACS-OCC and the service delivery contractors' team. Recently, the dispatch and reservations teams participated in MV's "Walk a Mile" program. They attended morning pullout at one of the service delivery yards, and performed a ride-along with vehicle operators and passengers. They also spent time on-site with the window dispatch team to increase their awareness of how their communication with the service delivery side-effects the window dispatchers' process.

Additionally, MV proposes to establish regular "town hall" meetings for dispatchers and vehicle operators to provide a forum for both teams to discuss current challenges in communication, provide insight regarding the challenges and unique characteristics inherent to their roles, and to foster teamwork through face-to-face interaction. MV will work with the service delivery contractor(s) to create a plan and schedule for these meetings.

As described in section 1, Two Way Radios, MV proposes optional voice communication devices with recording capabilities. Should WMATA select one of these options, MV will monitor recorded voice communications between the dispatch team and the service delivery contractor(s) regularly. If MV does not have recording devices in use, the internal customer service/QA manager and training manager will perform real time reviews and observations.

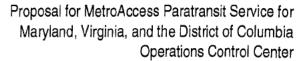
The dispatch supervisors ensure courteous and effective communication between dispatchers and Dispatch supervisors are responsible for productive communication with the service delivery contractors' window dispatch office and road supervisor team(s).

Communications between MACS-OCC Departments

MV meets weekly with WMATA's OCC team to discuss their observations of MV's operation, and any successes or issues, such as productivity and customer service.







Further, MV communicates daily with WMATA's operations manager of OCC operations by face-to-face meetings, telephone and/or email. Any issues that come through WMATA are discussed immediately, and a plan for a quick resolution is created through positive collaboration.

MV is committed to ensuring that communications between MACS-OCC departments and between MV and WMATA are clear, concise, effective, and meet WMATA's expectations.

8. Scheduling (V-2.5)

In a large-scale operation such as MetroAccess, it is imperative that the scheduling process balances demand and subscription trips while prioritizing productivity and on time performance. MV's approach uses the WMATA-provided Trapeze PASS system to build and maintain templates for

subscription services, and to create realistic and productive routes by incorporating demand trips and subscription trips in a way that maximizes available vehicle coverage and capacity.

MV's scheduling department will comprise eight (8) full time schedulers, (lead scheduler), and MV's scheduling manager,

Schedulers are assigned specific service delivery contractors to facilitate effective scheduling.

Schedulers begin their day in the early afternoon, assigning trips to routes based on projected trip counts (demand and subscription) for the next service day. When reservations close the afternoon before the next service day, the scheduling manager contacts the service delivery provider's operations manager to

Scheduling For Safety

The scheduling function is critical to the safety of the MetroAccess operation. When creating schedules, it is imperative that this team considers the vehicle operators' work hours and confirms compliance with MV's fatigue management policy.

negotiate the level of service which can be assigned to that particular garage on the following day.

Schedulers then complete the next day's routes. At this time, one of the schedulers begins the batching process, while the remaining schedulers work on the subscription templates in the PASS system.

When the batching process is complete and the routes for the next day's service are finalized, the schedulers examine each route and sign off that the routes are attainable and productive.

The scheduler then sends the next day's manifests to their assigned service delivery contractor in PDF format, and the scheduling supervisor calls the window dispatch office to confirm receipt. If the schedules cannot be printed at the service delivery providers' window dispatch office for some

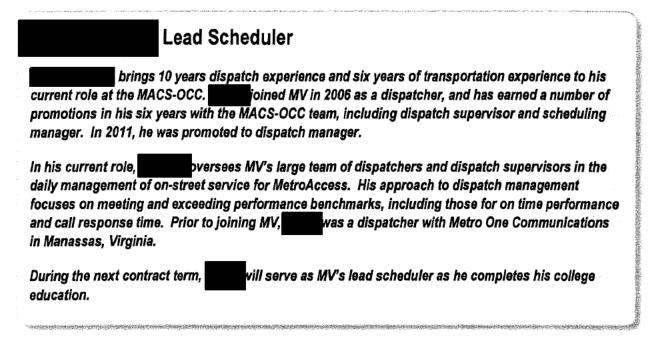






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reason, the scheduling team can print the manifests and send hard copies to the service delivery contractor by way of a road supervisor.



8.1. Approach to Scheduling and Productivity

Productivity management, and its careful balance with safe, on-time service delivery, is the single most effective way to contain operating costs while accommodating growing demand. MV is unwavering in its commitment to constantly find ways to improve productivity within the MetroAccess System.

Effective Scheduling

When trips are appropriately scheduled, demand is met, trips remain on time, fuel is efficiently expended, ride times are limited, and drivers' routes are productive.

Schedulers examine the following conditions when creating a route:

 Subscription Trips: Subscription trips (discussed in greater detail in section 8.2, Subscriptions) are built into templates, and form the structure onto which routes are built.





Geography: In an effort to improve productivity, MV has been piloting the concept of polygon. MV has divided WMATA/MetroAccess service area into geographic regions called "run polygons," which are delineated by natural and man-made boundaries. Schedulers strategically assign a percentage of vehicles (based on the proximity of the service delivery contractors' locations, and/or taxi providers) within the polygons to the level of proportionate



Example of polygon

demand in each area, and attempt to schedule these vehicles' routes to include only pick-ups or drop-offs within the area. Run polygons are not a regional assignment approach; rather, restricting a certain number of runs to these polygons assures vehicles are present in each area and able to respond to schedule changes caused by service incidents and/or, same-day cancellations.

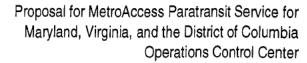
Group Trips: Key to productivity is maximizing opportunities to schedule group trips. Schedulers examine trip origins and try to create group trips in high volume areas or from common trip generators. Dialysis centers and adult daycare centers such as ARC, Ardmore, Helping Hands, and Community Support Services (CSS) generate a number of subscription trips that allow schedulers to create group trips. These considerations are built into the subscription trip templates. Hospitals serve as major generators of demand trips, which can also aid the schedulers in creating highly productive routes.

Trip Batching

By anchoring routes at the start and finish of each route, MV ensures that each route serves passengers in a way that minimizes deadhead mileage and takes advantage of MV's strategically located facilities.

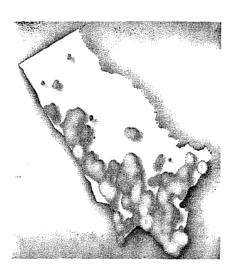
Prior to batching, MV uses "seeding", which encompasses locking trips at the beginning and ends of routes close to the service delivery contractors' locations. This technique allows MV to reduce deadhead. For example, Trapeze would not, by default, use a route from service delivery contractor in Virginia to perform trips in Maryland; however, if MV "seeds" it with a trip that would direct the route to terminate in Maryland, Trapeze would apply other work in Maryland to the route.







During the trip batching process, Trapeze examines all trips and adjusts routes based on trip times and locations. During this process, the algorithms built into the PASS system apply conditions, such as productivity and on time performance, to the routes to ensure that each condition is maintained. These parameter sets instruct Trapeze to prioritize certain conditions over others when batching the routes; e.g. minimizing time between events on the route, keeping the route on time, and confining the route to a specific geographical area. MV understands that any parameter set adjustments must first be approved by WMATA.



The batching process is guided by the lead scheduler, who examines the trips based on location, where there is the most operator/vehicle coverage, and prioritizes trips based on where the greatest concentrations of trips are located throughout the service area.

Reconciling Scheduled and Actual Productivity

Constant analysis of MV's scheduled versus actual productivity ensures that MV's team is appropriately scheduling routes that are realistic and achievable. It also pinpoints areas where MV can improve in productivity management.

MV recognizes the responsibility of the MACS-OCC contractor to analyze scheduled and actual productivity, and to make recommendations to WMATA regarding program changes for improved productivity.

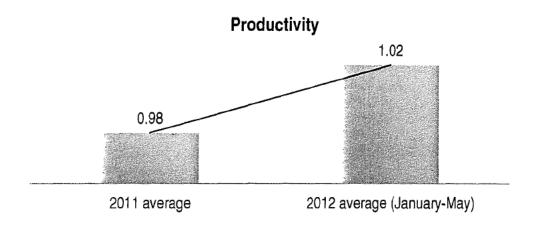
In 2012, MV has been a proactive partner to WMATA in identifying ways to make schedules more productive. Representatives from MV and WMATA have met one to two times a week, and invited MV's corporate IT team of Trapeze experts to assist in these discussions.

Part of MV's productivity efforts is the polygon project discussed earlier in this section. MV's corporate support team performed a thorough analysis of each polygon using historical trip data to determine areas of high concentration of trip origins and destinations. This analysis included percentage of eligible client home locations, average travel times and trip distances, percentage of subscription trips, and percentage of ambulatory trips. Upon approval from WMATA, this information will be used to adjust Trapeze parameters to maximize productivity and adjust service levels.





MV also implemented a new system-wide run cut that dramatically reduced the number of vehicles on the road during days with lower trip volumes (weekends, Mondays and Fridays). Flex routes were added for the first time, these routes are adjusted on a daily basis to minimize unproductive routes.



Determining Fleet Mix and Taxi Percentage

Strategic use of fleet resources and overflow into taxi service not only accommodates demand, but supports best-use of resources – without sacrificing productivity.

MV is experienced with WMATA's requirements for fleet mix and taxi percentages, and has been proactive in meeting and exceeding the targets it has set.

MV works in partnership with WMATA to determine fleet mix at the service delivery contractors, based on trip origin and destination densities in proximity to those locations. The scheduling and dispatch managers monitor the volume of trips assigned to taxis to maintain WMATA guidelines.

A scheduler may assign a trip to a taxi if assigning it to a route would cause other trips to be late, or if there is no room on a route. A dispatch manager may grant approval to move a trip to a taxi if routes are running late because of unforeseen delays. During the trip batching process, schedulers ensure that the taxi trip count is within the allowable percentages and hours.

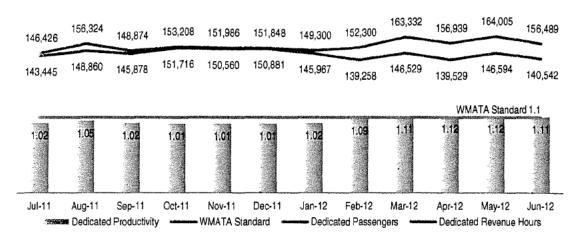
Dispatchers are given limitations within which a percentage and/or number of trips can be added to same-day service, and must not exceed these limitations in order to keep the demand routes as productive as possible.







MV is pleased to report that under the standards of the new contract, MV currently meets the WMAA standards of productivity.



8.2. Subscriptions (V-2.5.1)

Regular, established trips create a framework within which the scheduling process takes place. MV's schedulers create the subscriptions for eligible trips in the PASS system and assign trips to runs using templates.

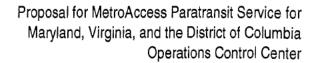
In the new contract term, MV will have a scheduler dedicated to subscription trips. This scheduler will review subscription trips monthly to ensure that service requirements are not exceeded and that subscription customers continue to meet eligibility requirements, removing those trips that do not.

The subscription scheduler, scheduling manager, or designee may reach out to customers who demonstrate trip patterns that may qualify for subscriptions. These passengers may not know that subscription service is available to them, so schedulers will contact them with information about the advantages of booking a subscription trip.

8.3. Schedule Optimization (2.5.2)

The scheduling team is trained to maximize the use of the tools available to them in Trapeze, to examine the routes produced by the PASS system, and adjust the routes as needed. Trapeze is an excellent scheduling tool; its effectiveness is augmented by the







expertise of MV's tenured scheduling team, which ensures that Trapeze has generated the most optimal trips.

As described throughout this section, MV's scheduling team is diligent to create the most productive and timely routes possible for WMATA's MetroAccess customers. This team uses the parameter set changes discussed in section 8.1, Approach to Scheduling and Productivity, to ensure that trips comply with WMATA's requirements for service level requirements and ride times. As previously described, schedulers review scheduled trips and templates to find opportunities for group trips. This team is adept at analyzing service delivery challenges and making recommendations for adjustments.

8.4. System Adjustments (Run-Cuts) (2.5.3)

Long Term Schedule Adjustments

MV performs regular run cuts for the MetroAccess service, as required. Pursuant to Amendment 3, run cuts will be performed in coordination with changes to fixed route service, or in the event that on time performance and productivity goals are not being met.

When performing a run cut, MV's staff looks at the following considerations:

- Forecasted trip volumes, including seasonal variants and long term growth patterns;
- Locations of service delivery provider(s);
- Each service delivery contractor's fleet mix and availability;
- Each service delivery contractor's business needs, including what kind of shifts vehicle operators can be assigned, hours of operation; and
- Other considerations that promote WMATA's best interests.

Based on this information, the scheduling manager uses an actual high-volume day in a test environment in Trapeze – allowing him or her to move routes around without causing an impact to actual scheduling. In this test environment, he or she creates routes that operate from 4 a.m. to 2 a.m. the next day, and assigns trips to the routes. Trapeze determines how long the routes are, and the scheduling manager adjusts the routes based on typical trip volume concentrations, coverage needs, and other variables, with the goal of creating the most productive and advantageous routes, minimizing ride time and delays, and maximizing the ability to meet customer needs.

As a result of this process, MV compiles a list of routes per day that accommodates trip demand and serves the business needs of the service provider(s). These routes are assigned

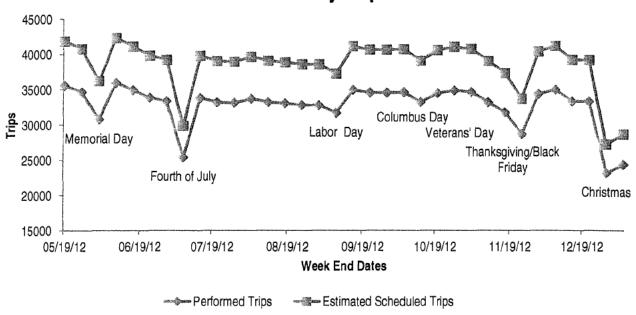




to the service delivery contractors, who have the opportunity to review them to ensure they are attainable and accurate.

Run cuts allow MV to reassess service needs and adjust routes as needed. It further allows the service delivery providers to make changes to staffing levels and operator bids, as necessary.

Forecasted Weekly Trip Counts



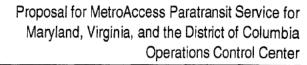
Short Term Schedule Adjustments

In addition to long term adjustments made in the run cuts, MV's scheduling team makes short term adjustments to routes, as needed. For example, MV examines unique trip patterns inherent to certain holidays, and adjusts the routes accordingly. This often results in closing routes due to decreased demand at certain parts of the day, and increasing routes to accommodate times of the day with heavier trip concentration (e.g. dinner time on Thanksgiving or Christmas).

8.5. Training and Development

MV will make training schedules available to the QA contractor for auditing and monitoring purposes. Training Manager will work with the QA contractor as needed to ensure that training is completed according to WMATA standards.







MV understands that training syllabi and schedules are subject to approval by WMATA.

Schedulers receive two (2) weeks of classroom training, and two (2) week with an experienced team member for on-the-job training. New schedulers spend one (1) week with an experienced member of the scheduling team, observing their use of the Trapeze PASS system and the daily requirements of the job. In the second week of training, the trainees begin scheduling under the direct oversight of a more experienced member of the team.

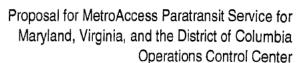
The training received during this period encompasses the following topics specific to the Trapeze scheduling environment:

- Trip administration, which includes reviewing a trip, modifying trip information, canceling trips, and views and filters
- Reviewing trip history with events tracker, which includes booking ID, run ID, client ID
- Adding comments to the event log
- Learning the difference between subscriptions, activated, and casual trips
- Changes to a subscription trip
- Discussion of batch scheduling versus real time scheduling
- How to batch schedule trips
- Discussion of different schedule types and environments, including live, template, and training
- Troubleshooting why trips won't schedule
- Setting the options for the screen, including information filters and information layout
- Moving around the schedule editor
- Selecting different views for schedules, runs, run itinerary, client itinerary, client bookings, unscheduled trips, and all other runs/trips
- Manipulating trips
- Events tracker/log revisited
- Handling transfer trips
- Editing trip information
- Inserting operator breaks, including regular breaks, lunches, refueling, and out of service
- Optimizing schedules
- Adding/removing runs
- Dealing with violations









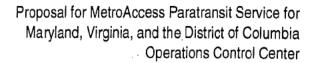
The training received during this period also includes the following topics:

- Financial impact: Schedulers learn the financial impact of unproductive vs. productive routes - i.e., they learn the operating cost per vehicle hour, and how scheduling as many paying riders during that vehicle hour as possible minimizes operating costs.
- System Map: Schedulers are familiarized with the Trapeze map screen, which gives a visual display of the progress of each route and location of each trip.
- Time negotiation: When building templates, it sometimes apparent that some subscriptions trips may work together on the same route if the trip time of one or the other is adjusted slightly. Schedulers learn how to identify these opportunities and how to contact the customer to determine whether a slight change to his or her pickup time can be made.
- Spare Ratios: Schedulers must learn how to balance route assignments to the service delivery contractors with the number of vehicles available at these locations.

President / Chief Operating Officer has held executive level oversight of MV's contract with WMATA for the past 24 months, and handles all contract negotiations with WMAT's team. When first assigned to this role, he spent a period of 2 months in MV's MetroAccess operation, improving on-time performance and productivity within 21 days. During this time, evaluated the structure of the operation and identified the need for focused dispatch and reservations training and a stronger management team. As a result of his evaluation, to lead MV's operation of MetroAccess and refined MV's subcontracting plan to improve service quality. is the president and chief operating officer of MV Transportation, Inc. A 13-year veteran of the primary responsibilities lie in the overall management and growth of MV's transit operations. He joined MV in 1999 as chief operating officer. Since joining MV, role of leading the organization has transformed to accommodate the company's growth and structural reorganization. In 2003 he took control of all of the company's western U.S. locations, serving as the western group president. During this time he oversaw the company's expansion into a number of locations, including Anchorage, Alaska, and Vancouver, British Columbia. was asked by the board of directors to resume the role of chief operating officer of MV – a much larger organization – and to work with MV's group presidents to improve performance metrics, develop the company's entry into new markets, and sustain its ongoing growth.

Corporate Support to MetroAccess:









MV worked with Trapeze to bring the PASS system to WMATA in 2005, and has successfully used this system in the MACS-OCC since its deployment. MV has developed a Trapeze training program specific to the unique characteristics of the MetroAccess operation, which has produced a team of knowledgeable reservationists, dispatchers, schedulers, supervisors, and managers. This team works together to ensure MV's use of the PASS system for MACS-OCC functions meets WMATA's expectations.

As a company, MV has extensive experience with the Trapeze PASS system. MV Transportation, Inc. and its subsidiaries operate more than Trapeze sites than any other transportation firm, including but not limited to contracts in the Chicagoland area; Orlando and Jacksonville, Florida; Vancouver, British Columbia; Santa Clarita, California; and multiple properties in the Los Angeles area.

MV has an experienced Trapeze support team, many of which are former employees of Trapeze. They are able to respond to and assist with any issues the MACS-OCC may have with WMATA's PASS system.

Further, MV's local team is well trained in the use of Trapeze:

- from QuoVadis to the present version of the system. He has used these systems as a dispatcher, scheduler, and in his current role as general manager. also worked as an IT manager supporting Trapeze from 2000 through 2005.
- assistant general manager, has experience using Trapeze to test and implement run cuts, and has trained staff in the use of the system's dispatch functions, including the schedule booking wizard, and how to use the system for strategic trip movement.
- Trapeze group for more than a decade, and has extensive experience with a broad range of Trapeze products, including implementation, development, training, and numerous other skills.
- dispatch manager, has ten years of experience with automated dispatching systems, including six years of direct experience with Trapeze. He is extremely familiar with the trip administration, scheduling, cancelations, no-show, and other functions of the PASS, PASS-COM, PASS-WEB, and other modules.
- scheduling manager, has nearly two decades of Trapeze experience, and has been involved in more than 50 Trapeze product implementations. As director of IT operations for MV, he currently supports or consults for more than 35 contracts using









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the Trapeze PASS, COM, Web, IVR, and/or MON modules, including MV's current operation for WMATA.

- reservations manager, has 14 years of experience with the Trapeze system. She is skilled in maximizing the system's use for reservations, scheduling, and dispatching functions, and currently provides Trapeze support to other MV locations as needed.
- Group for four years as an implementation specialist, performing installations and training.
- internal customer service/quality assurance manager, has more than six years as a front-end user of the Trapeze system, and has successfully trained hundreds of users in the use of a broad range of Trapeze modules, including PASS, PASS-Web, PASS-IVR, and PASS-MDT.
- training manager, brings 15 years of Trapeze experience to the MACS-OCC, including the PASS, PASS-CT, PASS-CERT, PASS-IPA, PASS-MON, PASS-IVR, PASS-OPS, PASS-WEB, FLEX, FX, INFO, and Blockbuster modules.
- lead scheduler, has seven (7) years of experience with all functions of the Trapeze PASS system, including dispatch, reservations, and scheduling. He has worked with Trapeze versions 4.7 through 8.5.

These staff member's experience and qualifications are further detailed in section CDRL MACS-OCC-4: MACS-OCC Staffing Plan.





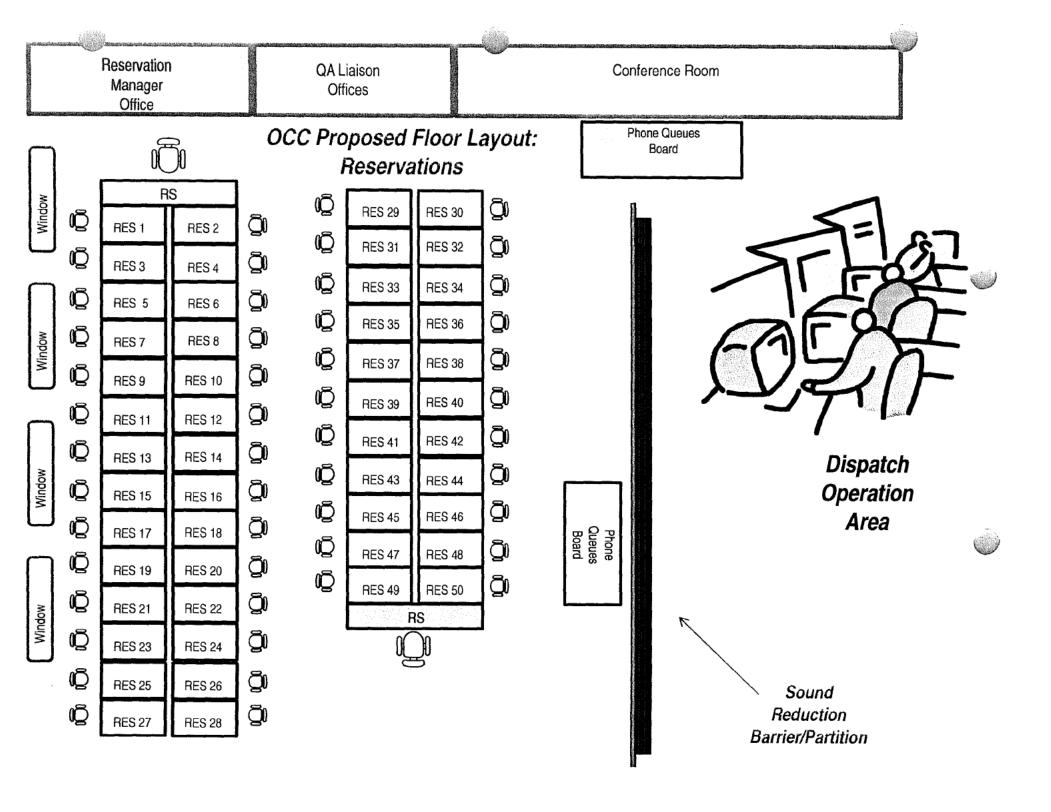


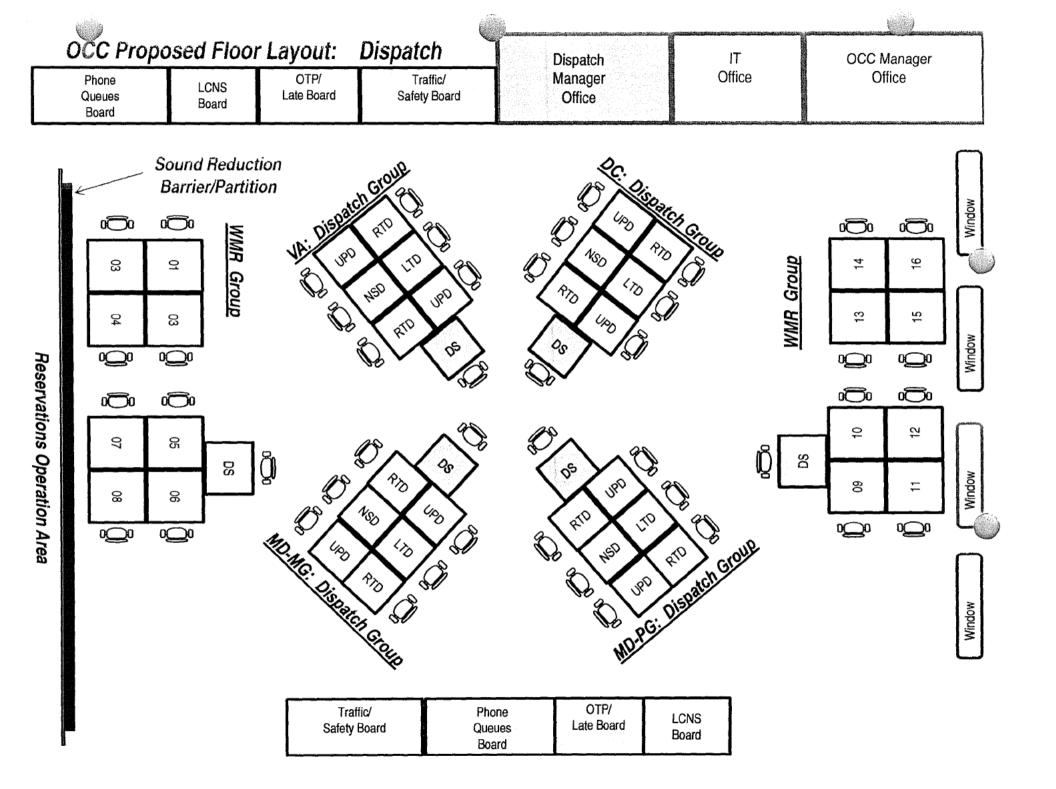
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Corporate Support to MetroAccess: Director of Business Development
is MV's director of business development, based in Washington D.C. Over the past 10 months has worked to strengthen MV's support to WMATA, by providing WMATA staff direct access to the company's new CEO and top company officials. She has worked to develop key relationships and to streamline processes that were resulting in communication and functional challenges within the MetroAccess service. Additionally, which has engaged MV in numerous community outreach events, and strengthened the relationship and partnership with the AAC and all its members.
recently returned from Riyadh, Saudi Arabia where she was the deputy U.S. Treasury Attaché. In this role, focused on working with the Saudi Arabian government to curb the illicit financial flows to and from the Kingdom. Additionally, as the Treasury's primary economic liaison, worked with the Ministry of Finance and Saudi Arabian Monetary Authority (SAMA) on mutual areas of interest with the U.S. Treasury at the World Bank and the International Monetary Fund (IMF).
Prior to serving in Saudi Arabia was an intelligence analyst at the U.S. Treasury in the Office of Intelligence and Analysis, primarily covering the Middle East and North Africa. She worked to publicly designate many individuals as terrorists on the United Nations 1267 list. began her government career as a public affairs officer at the U.S. Agency for International Development, where she spent several months in Baghdad, Iraq.
earned an honors thesis in 2009 for her research on Counterinsurgency in Iraq and Afghanistan, and is also pursuing an MBA at John Hopkins University. She earned her Bachelor of Science in Political Science, cum laude, from Florida Southern College.



OCC FLOORPLAN





OCC Proposed Floor Layout: Legend

1.RS: Reservation Supervisor

2.DS: Dispatch Supervisor

3. NSD: No Show Dispatcher

4. UPD: Unperformed and Late Pull-Out Dispatcher

5.LTD: Late Trip Dispatcher

6.RTD: Radio Dispatcher

RESUME

Customer Service/QA Manager

is MV's proposed Customer Service/QA Manager for the WMATA MetroAccess Paratransit Services – MACS-OCC.

Summary of Qualifications

- Proficient problem-solver who envisions business and technical perspectives to develop workable solutions
- More than five years of experience in call center supervision and management
- Capable of building a friendly rapport while maintaining a strict and organized work environment.
 Enthusiastic and motivating team leadership to sustain a friendly group work environment
- Creative and technically proficient to create an efficient and enjoyable workplace
- Proficient in the following programs: CMS reporting system, Trapeze workstation, Windows XP, Vista, 7 and server 2003/2008, Microsoft office suite (Excel, Access, Word, Visio), Telephone Doctor

Experience

Reservations Manager, MV Transportation, Inc. (Hyattsville, MD) 2009 to Present

- Provide daily reports to the call center director regarding staffing, call performance and status of pending projects
- Manage daily operations and work schedules to ensure minimum service level goals of 92% and above (goal-100%)
- Provide a detailed explanation when compliance of 92% is not met
- Manage eighty seven employees and three supervisors which includes Quality Assurance
- HR functions such as payroll, track attendance, track FMLA usage, recruiting and hiring employees
- Handle escalated problems/issues with clients or customer
- Work with the training manager to ensure proper training according to the instruction manual
- Create and post memo regarding new policy and/or procedures
- Promote the adherence to the office policies and procedures
- Attend meetings and conference calls with other departments and/or executive
- Assign task or special projects to the supervisors
- Review the supervisor's response to the customer's complaint to ensure proper corrective action
- Monitor and analyze historical and real time reports to identify individual agent's work performance
- Authorize and post overtime hours available
- Oversee the TAP program for both WMR and reservations to ensure employees follow the script accordingly within the contractual requirements
- Review all phone call evaluations under 85% and provide discipline and/or training if necessary

Reservation Supervisor, MV Transportation, Inc. (Hyattsville, MD) 2008 to 2009

- Supervised 30 employees
- Scheduled and managed break times
- Determined efficient work schedules to ensure calls were handled within goal parameters

Customer Service/QA Manager (Continued)

- Provided weekly reports to the department manager regarding staffing and work performance
- HR functions such as payroll and track attendance
- Handled escalated problems/concerns with customers
- Posted open schedules for bid
- Maintained a safe work area and a focus on safety to reduce the risk of injury to self or other employees
- Evaluated call reports with respective follow-up with employee
- Trained new employees on Trapeze Workstation and how to book a reservation
- Promoted the adherence to office policies and procedures

No-Show Department Supervisor, MV Transportation, Inc. (Hyattsville, MD) 2006 to 2008

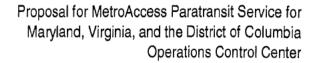
- Supervised four employees
- Assisted and completed with real time no shows
- Scheduled breaks time appropriately
- Investigated no-show reports in order to determine its validity, generated and mailed suspension notices to customers who violated no show policy, assisted customers with questions regarding no show policies and/or procedures
- Provided daily reports to the department manager regarding staffing and attendance
- Coached and counseled employees when needed
- Helped drivers locate clients

Customer Relations, MV Transportation, Inc. (Hyattsville, MD) 2006 to 2006

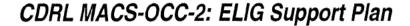
- Reviewed and input customer complaints into PeopleSoft software
- Thoroughly investigated complaint and followed up with customer to provide findings and resolution
- Notified corresponding department's supervisor/manager with compliant to provide corrective action
- Monitored customer's trips when needed to ensure a safe and timely transportation
- Reviewed customer's reservation to ensure accurate information on the booking ticket
- Trained new employees how to use Trapeze Workstation and PeopleSoft

Reservationist/ WMR, MV Transportation, Inc. (Hyattsville, MD) 2006 to 2006

- Answered phone system and transferred calls to individual department as requested
- Addressed client questions and concerns to provide information about MetroAccess to callers
- Input data and confirmed accurate electronic bookings of customer's trip request using guidelines for the trapeze scheduling system
- Negotiated pick-up schedules with customer based on time of request
- Documented new client information and changes when applicable
- Communicated any problems or scheduling issues to reservations/customer service manager
- Provided customer assistance with late vehicle service and no-shows
- Communicated with drivers via Nextel radio and gathered estimated time of arrival to provide to customer
- Notified dispatchers and management when drivers were in need of directions to a specific location







feedback from WMATA's ELIG team, customers, and Diamond Transportation Services. If necessary, he will make unannounced visits to the ELIG office to ensure this team is providing superior customer service.

Diamond Transportation Services, Inc. will provide the four (4) ELIG support personnel required for this contract. These staff members will work with WMATA's ELIG team to provide service to these customers, and coordinate with both the MACS-OCC scheduling team and the assigned service providers to ensure the transportation of customers to and from the office for certification remains efficient, productive, and, above all else, safe.

MV currently performs approximately 120 ELIG trips a day, and understands how important it is to have a responsive team that will effectively coordinate passenger arrivals and escort them from outside the building to the ELIG department.

MV will train each member of this team to understand the importance of courtesy, professionalism, sensitivity, and of safeguarding the dignity of WMATA's customers. Each member of the ELIG support team will be able to perform the duties of the other members, ensuring adequate coverage of the team's workload in the event of planned or unplanned absences. If necessary, Diamond can provide substitute staff from the MACS-OCC to cover absences. MV will assist with staff coverage, as needed.

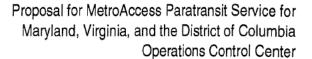
This team's individual duties are covered in section CDRL MACS-OCC-4:1.8, Office of Eligibility Certification (ELIG) Support.

MV looks for the following qualifications in a candidate for the ELIG support team:

- Professional demeanor and attire;
- Commitment to maintaining customer and agency confidentiality;
- Understanding of functional skills;
- Knowledge of geography;
- Ability to analyze data and trends;
- Customer focus ability to relate to and communicate with applicants, caregivers, agencies, and to serve as a representative of MV in meetings;
- Ability to effectively multitask;
- Proficiency in computer and web use; and
- Proficiency in Trapeze.







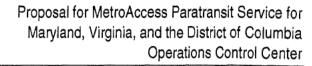
MV will perform quarterly performance reviews of this team, and will seek WMATA's input on the team's performance as well.

In the future, MV would like to add a bilingual staff member to this team, either in American Sign Language (ASL) or Spanish.

Corporate Support to MetroAccess: , Public Relations/Communications Manager		
serves as MV's public relations and communications manager. In her role, she provides strategic management of all public affairs & communication efforts for the Company and its subsidiaries. also provides broad public relations expertise in support of a variety of community relations initiatives that support and strengthen MV's reputation throughout communities across the US and international systems.		
directly oversees MV's overall media relations and public relations strategy and is charged with the ongoing management of the MV brand.		
Joining MV in the summer of 2012, formerly served as a public relations manager for the largest public relations firm in the world, Burson-Marsteller. Prior to joining Burson-Marsteller, she was a principal strategist with Public Strategies, Inc. where she provided public affairs counsel, political intelligence and communications to a large energy company. Before that, esided in Washington, D.C. and worked as a public affairs consultant for the Ibarra Strategy Group, representing several Fortune 500 clients and leading nonprofit organizations.		
has also served as a policy advisor to a Texas state senator and on several high-profile political campaigns including a 2008 presidential campaign. In her spare time, serves on the board of directors and volunteers for several national nonprofit organizations dedicated to the economic empowerment of women. She has also contributed as a political science adjunct professor at Brookhaven College.		
earned her master's degree at Texas State University and her bachelor's degree from Sam Houston State University. She is also a graduate of the Women's Campaign Leadership School at Yale University. She is based at MV's corporate headquarters in Dallas, Texas.		



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General Manager has a Master of Science in Computer Information Systems and has a strong background in Trapeze operations. He understands Trapeze from both the operations and the IT side; this supports his management of the MACS-OCC's Trapeze operations and allows him to effectively solve problems and optimize the call center's use of the system to accomplish WMATA's performance goals.

Approach

WMATA's 2005 RFP to operate the MetroAccess service required bidders to propose a Commercial Off the Shelf (COTS) paratransit management solution. MV partnered with Trapeze Software and Mentor Engineering in this effort, and worked in partnership with WMATA to implement the Trapeze Enterprise (PASS-CT, PASS-MON, PASS-IVR, PASS-WEB, PASS-COM, and PASS-CERT). MV installed the Mentor Ranger Mobile Data Terminals on each of the dedicated vehicles. Additionally, MV deployed its company standard Maintenance Management Information System (MMIS), Trapeze/Assetworks' FleetFocus solution, as well as some of its own proprietary reporting tools.

Over the past contract term, MV's local leadership team has worked with the company's corporate IT team and its internal call center IT staff to refine its technology and overall information systems plan. While the company's enhancements to the system have improved the overall monitoring and reporting of operating statistics, the majority of these features are now available in the most recent upgrade to the Trapeze system, thereby eliminating the need for these tools.

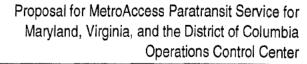
Under the new contract structure, the MACS-OCC contractor will hold responsibility for the management and support of the relevant COTS systems, specifically the Trapeze enterprise, as well as all call center/telephone technology and system hardware.

WMATA's IT direction for the new term in the new RFP is clear. WMTATA will provide the enterprise applications and the MACS-OCC contractor will maintain it. As the MACS-OCC contractor, MV will provide support and helpdesk operations in the following areas:

Server Administration

Over time, MV has worked closely with WMATA-IT staff and MetroAccess leadership to achieve a strong infrastructure with a highly reliable network of interdependent servers. Today, system uptime has never been better.







MV leads all server support and maintenance including (but not limited to) 24/7 front-line monitoring and support for both servers and applications, regular server and application maintenance, server upgrades, system back-ups, participation on disaster recovery efforts (in cooperation with WMATA-IT).

When server questions or issues arise, MV staff is contacted for a response. When necessary, MV's IT staff will interact WMATA's Network Operations Center (NOC) to cooperatively address and resolve the issue. MV has demonstrated its ability to accurately diagnose server issues and to work cooperatively with WMATA IT and MetroAccess staff to resolve any issues that arise, as needed.

Network/Telephony

The Operations Control Center telephones are VoIP phones, and therefore dependent upon network connectivity for their communication. This technology requires a greater emphasis on providing a dependable network; the network infrastructure is owned and controlled by WMATA through WMATA IT.

MV understands its role as a custodian of the network and takes the lead on supporting, identifying, and maintaining network connectivity and security issues. Further, MV holds responsibilities in managing user skill sets and priorities. When network questions or issues arise, MV staff serves as the initial point of contact.

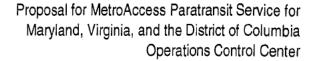
MV staff has repeatedly demonstrated the ability to identify the source of network disruptions and when permitted, resolves the matter without outside assistance. As a WMATA contractor, the MACS-OCC provider does not have unlimited and unchecked access to WMATA's network, and therefore must coordinate closely and frequently with WMATA IT. When called upon, MV has demonstrated the ability to accurately diagnose and communicate network/telephony issues to WMATA IT and to work in unison with WMATA IT and MetroAccess staff to support the timely resolution of network issues.

In-Vehicle Technology

MV Transportation recognizes the important role that in-vehicle technology has in service delivery and data collection. WMATA has heavily invested in Mentor Engineering's in-vehicle technologies. A preferred business partner of Mentor Engineering, MV is uniquely positioned to provide the highest value-added service in support of WMATA's in-vehicle technologies. The company continues to spearhead the introduction of cutting edge Mentor technology into its service delivery solutions.

On the local level, MV currently provides turnkey support for all in-vehicle technologies. MV staffs the WMATA project with a highly trained staff of IT professionals dedicated to keeping the in-







vehicle technology running at peak operation. MV will staff in-vehicle IT support personnel; they are further supported by corporate IT GIS technology manager and proposed dispatch manager. The efforts of this team have resulted in an impressive 97.76 percent utilization rate for mobile data computers³.

MV's business improvement process for all in-vehicle technology was designed by the former Director of Projects for the Trapeze Intelligent Transit System division, who currently oversees the execution of the support.

MV's proposal includes the retention of all staff currently assigned to in-vehicle technology support.

Desktop Support, User Administration, and IT Troubleshooting

MV currently provides technical support of workstations, operating system (including active directory), application software (including Citrix) and related technology. Support includes specification, installation, troubleshooting and testing of computer systems and peripherals within established standards and guidelines.

Activities frequently require interaction with application software and operating systems to diagnose and resolve unique, non-recurring problems, assisting in the maintenance and testing and maintenance of network servers and associated equipment. Desktop support is typically a one-on-one consultancy to OCC, and MetroAccess users and remote support for divisional users.

Applications Support

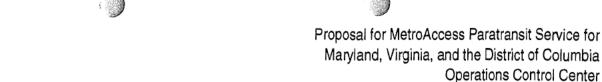
As required, MV will hold responsibilities in server administration, applications support, network/telephony and wireless technology including on-board vehicle systems. MV confirms its responsibilities in management and support of the below listed systems.

Trapeze Applications

MV has partnered with Trapeze in the area of paratransit technology and the company currently employs a number of former high-ranking Trapeze employees amongst their IT support teams. MV will continue to provide technical support to the MACS-OCC staff, the Service Delivery providers, MetroAccess and Metro Access Eligibility staff for PASS-CT, PASS-MON, PASS-WEB, PASS-IVR, ATIS, PASS-PLAN COM and CERT. Over the years MV has successfully proven its

³ based upon the first 26 days of July, 2012





ability to not only support the current products but also to introduce new technology to complement MetroAccess initiatives.

The company supports the Trapeze product suite as a collective in-house effort. In addition to its supervisory staff comprising highly trained Trapeze users, MV's MetroAccess IT support team provides unmatched in-house Trapeze expertise. As stated earlier, MV's WMATA based IT group is managed by proposed IT manager, former Trapeze employee, and subject matter expert for the PASS product line. has trained, implemented, supported and managed hundreds of PASS applications while employed at Trapeze. For the past 2 ½ years, has shared his wealth of product knowledge with local staff, introduced and applied numerous PASS improvements in support of the delivery of MetroAccess service.

MV's IT team leads all troubleshooting and correction of issued identified in the PASS system. In the event of documented software deficiencies or if a question arises that cannot be immediately answered internally, MV's IT team serves as a liaison to Trapeze Customer Care, thereby expediting a response to the issue.

SYSTEM UPGRADES

The day-to-day support of the Trapeze suite of products (including application maintenance) is performed by MV using their in-house staff (both local and corporate).

Any upgrades related to the Trapeze suite of products (including Trapeze Reports) are completed in the following manner:

Trapeze software upgrades are governed by the terms and conditions of the software maintenance agreement which is in place between the licensee, or their agent, and Trapeze. Software upgrade requests are initiated by the licensee and are made available through Trapeze Customer Care.

Due to the size of this Trapeze deployment, when MV and WMATA request an upgrade, Trapeze typically assigns a dedicated project manager to oversee the upgrade process. Most often, Trapeze staff will perform the actual software upgrade as part of the standard software maintenance agreement.

MV is responsible for the upgrade of application software and elects to develop specific test scripts and evaluates the software in the dedicated WMATA test environment. Testing results are documented and shared with both WMATA and Trapeze. Failed tests are reviewed and appropriate action taken (including editing code and submitting a new candidate build for retesting). The process is repeated until all parties are satisfied with the testing results and the candidate build is scheduled for promotion into the production environment. This process is supervised by MV's IT director who uses local and corporate sources for testing and implementation support.







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Since this process has been implemented (spring of 2010), several product upgrades have been completed with little or no disruption to operations.

MAP UPGRADES

Map upgrades, including maps used in conjunction with the in-vehicle technology, are completed solely by MV using expert in-house GIS staff. This includes the creation and update of polygons, which are completed and implemented by MV at the request of WMATA, based on updated GIS information from local jurisdictions. The same general test process identified above is followed for all map upgrades.

Testing is completed in the WMATA provided test environment, with results reviewed jointly by WMATA and MV. Once WMATA and MV have approved the candidate map build, the upgrade is scheduled and completed in the production environment.

NEW TRAPEZE FUNCTIONALITY - DISPATCH CENTER/DISPATCH MANAGER

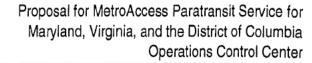
MV's proposal plans for the migration to Trapeze version 11 or higher. Included in this upgrade is the Dispatch Center and Dispatch Manager, which will replace the MV monitor applications completely in the new contract term. This version integrates the Dispatch Manager with Real Time Views (RTV), formerly a stand-alone feature.

The full functionality of the Dispatch Center allows dispatchers to simultaneously monitor MDC events, late trips, late appointments, excessive on-board time, unperformed, unscheduled trips and many other functions. The Dispatch Center has the flexibility to be configured for a particular provider(s), run group(s) or for a specific task (i.e. someone monitoring trips for excessive on-board time).

The Dispatch Manager is divided into two general panes. The upper pane is the traditional Dispatch screen and the lower pane contains the RTV screens. Trapeze offers the following RTV screens:

- Unperformed Events all events that have yet to be performed
- On-Board Time Passengers with on-board times exceeding system parameters
- Late Pull-Ins Pull-In events exceeding the system defined values
- Late Pull-Outs Pull-Outs exceeding the system defined values
- Late Trips Trips outside the defined system values governing on-time performance
- Late Appointments Trips with an appointment time where the projected arrival time will violate the defined appointment time.
- Unscheduled Trips Trips not currently assigned to a run for the current service day.







Both the Dispatch Center and Dispatch Manager are standard offerings with the Trapeze PASS product. The Dispatch Manager is currently used by MV's dispatch supervisors; full training will be administered to all staff for the new contract term.

TRAPEZE REPORTS

Trapeze Reports is the standard reporting package provided by Trapeze for use with the PASS suite of products. End users may develop reports using Crystal Reports and freely distribute their proprietary reports via the user-defined portal of Trapeze Reports.

In an attempt to standardize support for Trapeze Reports, several years ago, Trapeze ended the ability for end-users to directly edit the standard report package. Therefore, all issues related to the standard Trapeze reports are resolved by MV's IT team with the guidance and support of Trapeze Customer Care. IT Manager, is adept in PASS report development and offers enhanced support to MV's team.

EZ Pay

EZPay is a cashless prepaid cashless fare option available to MetroAccess users. This option relies on Trapeze's prepaid faring functionality, which deducts the appropriate fare from the client's Trapeze account at the time the reservation is requested. At the time EZPay was instituted, Trapeze had no consumer interface to make deposits into passenger's Trapeze accounts and relied on the transit agencies to enter manual deposits and/or adjustments.

Understanding that the prospect of manually performing client transactions for WMATA's client base was not practical, MetroAccess, MV, and financial transaction processing industry leader MJM Innovations developed a cashless fare IVR and Web interface for the purpose of prepaying fares. The secure credit and debit card transactions are maintained by MJM Innovations, in a system separate from Trapeze.

With deposits (credits) held solely by MJM and fares (debits) and refunds for cancellations (credits) held by Trapeze, there was a natural need to synchronize the transactions with the objective of maintaining the same balance in two separate systems. Cashless Sync is the application developed by MV that synchronizes data between Trapeze PASS and EZPay. Cashless Sync manages over \$400,000 in transactions per month, with the objective of maintaining the same balance in both systems. Local MV staff supports EZPay with MACS-OCC staff dedicated to addressing EZPay questions from passengers. All technical issues are addressed in consultation with MJM Innovations and MV corporate development support.

MV has researched the possibility of deploying the PASS-WEB add-on module from Trapeze called Top-Up; however the system currently lacks a true IVR interface. Under this system, passengers would be required to pre-register all credit cards via Trapeze's web portal, and debit cards would







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not be accepted. Additionally, Trapeze would assess a transactional fee which may prove to be cost prohibitive for many of the MetroAccess customers. Based on these findings, MV is proposing the current technology be maintained.

Maximo

MV will use Maximo as required under the contract, where the MetroAccess vehicle fleet is listed for purposes of WMATA inventory. MV currently uses FleetFocus as its Fleet Management Information System and is proposing to retain this system as its standard. MV's use of FleetFocus has satisfied MetroAccess' requirement for fleet management information and the company is currently working with MetroAccess in an effort to track all MDC information in FleetFocus. Upon completion, MetroAccess will possess unparalleled tracking and reporting of its in-vehicle assets.

MV has made a significant investment in FleetFocus and generally uses the product as its company standard MMIS. As a result, MV has developed subject matter experts with years of experience in using and supporting FleetFocus. From a technical perspective, FleetFocus is supported on a corporate level by

Cognos BI

In the request for proposal, it was indicated that Cognos is WMATA's official enterprise historical and real-time reporting and Business Intelligence (BI) tool, used to present MetroAccess operational data. If WMATA is interested in MV supporting this product, it can do so using outsourced services, as an option in this proposal.

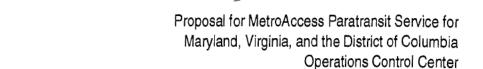
OPTIONAL COGNOS BI SUPPORT SERVICES

As an option (pricing is not included in MV's bid), MV can contract with S.L. King Technologies (a certified DBE, MBE & WBE) for dedicated Business Intelligence Services. This organization can support in setting up, training and deployment of this system. Services include:

- Requirements definition, which will determine the needs from a reporting, analytics, and
 information perspective. This lays the foundation of what will be developed, and ensures the
 strategic objectives are taken into the planning.
- BI and EIM development –this includes the steps needed to consolidate the data from various systems, and design the BI system.
- BI Training this teaches the users how to utilize the BI tool, and gives the necessary steps and foundation to operate the system.







 BI Analytics – Support users in the analytics of the BI output. It is not uncommon for users to need additional training to understand and interpret the findings.

MV has included literature regarding S.L. King Technologies' capabilities following CDRL MACS-OCC-4:, MACS-OCC Staffing Plan.

Avaya Aura Call Center and Avaya Call Management System

As with most advanced call management systems (CMS), Avaya assists in the optimization of the call center. This is accomplished by monitoring real-time and historical call trends and through monitoring and managing the ACD queue. MV supervisors and managers use the Avaya data to manage day-to-day operations and in strategic planning and staffing. Local staff generates standard reports and local IT staff has the ability to develop some lower-level reports.

The Avaya switch is fully supported by WMATA IT. MV does not have access to the switch, and therefore works with WMATA IT to notify all appropriate personnel when support is required, and to assist in whatever support role possible.

NICE Call Center Quality Management

NICE is a call recording and quality management system designed for call-centers. NICE enables call recording, logging corresponding screen activity, and report generation to evaluate quality assurance trends. The NICE application is currently owned by WMATA and is used and supported locally by reservations and dispatch supervisors, customer service representatives, and a small team of NICE monitors who operate under MV's internal quality assurance functions. It is uncommon for NICE to require much technical support; however, when NICE support is required, local IT staff will diagnose the problem before engaging the WMATA IT Helpdesk. MV will work proactively with WMATA IT to resolve the issue.

Safety Measurement System

WMATA's Safety Measurement System (SMS) is the primary repository for incident investigation and is used to log and investigate incidents and accidents. MV has been using the application since its October of 2011 implementation.

The SMS was developed by WMATA and is made available to end users. Road supervisors and a variety of safety-sensitive positions (including dispatchers) have been trained in the use SMS and have developed the skills necessary to use SMS. If WMATA prefers that dispatch supervisors to enter information directly in to SMS, MV can facilitate training for them









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SMS is used in the field by MV road supervisors on laptops supported by the local MV IT staff. MV contacts the WMATA Helpdesk in the event support is needed. MV IT staff coordinates all WMATA Helpdesk calls.

DriveCam

DriveCam is a nationally recognized leader in the provision of fleet safety solutions. DriveCam continuously captures and monitors operator behavior. Exception based data is wirelessly uploaded to DriveCam's servers, where they are made available for review. Results are used to identify root causes of poor behavior. This information is used to administer feedback, coaching, and retraining to operators.

DriveCam is owned and operated by WMATA. Not only does MV rely heavily upon DriveCam technology to improve the quality of the service, MV currently maintains WMATA's investment in DriveCam hardware through proactive fleet maintenance practices.

MV has invested significantly with DriveCam	and has developed subject matter experts in its		
corporate staff) and locally at its MetroAccess operation.		
Local staff also interacts with at the MetroAccess Fleet Maintenance Of			
Although an employee of DriveCam,	is assigned full-time to MV's operations and		
is based at MV's Dallas Texas headquarters.	presence within MV's DriveCam program		
ensures the most up to date programs – including reporting and training – are offered to MV's			
customers. This also gives MV a direct line of communication with DriveCam's executive team.			

Two Way Radios

2. Helpdesk Operations

MV recognizes its role as the MACS-OCC provider, in administering technical support (helpdesk) operations to all service delivery providers. MV will staff its MACS-OCC IT and communication support staff seven days a week, from 7:00 a.m. and 6:00 p.m., as required.





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This will be supplemented with on-call staff who are able to support the multitude of systems used by the MACS-OCC, the Quality Assurance contractor, and the Service Delivery contractors. While primary systems support provided by MV's MACS-OCC team will include Server administration, applications support, network/telephony and wireless technology/on-board vehicle systems, on-call support will additionally provide assistance to the various technology and communications equipment used by other contractors (desktop hardware, IVR & WEB interfaces and systems maintenance activities).

When MV's helpdesk receives a call for request, the issue is first documented, including the nature of the issue and the affected systems, along with the contact information of the caller. The caller is asked to provide any supporting information such as screenshots.

If the agent responding to the call is able to assist with resolving the issue over the phone, he or she will begin the process of basic troubleshooting, asking the caller to walk through the steps that led to the issue. If the issue is software based, the agent may attempt to replicate the problem.

If the issue cannot be immediately resolved, it will be escalated as described in the flow chart on the following page.

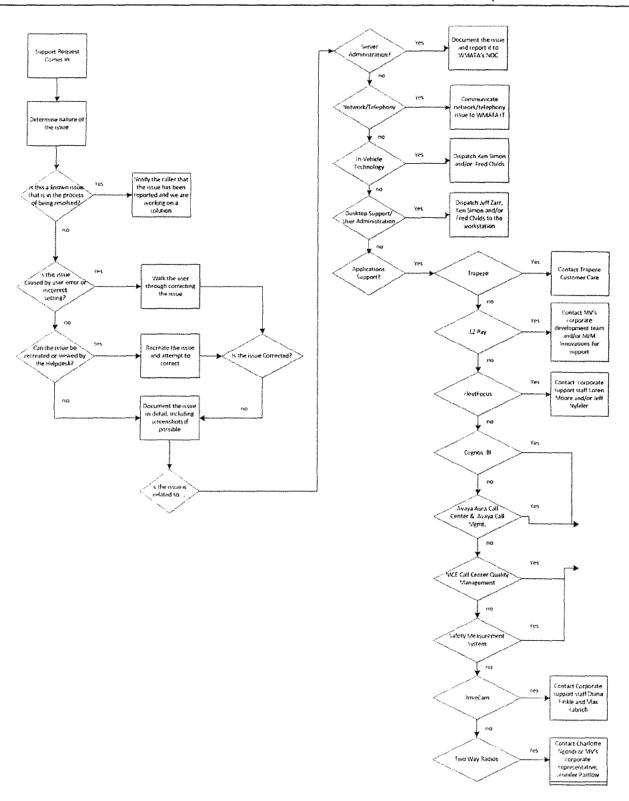
If the issue reported involves on board technology, such as a radio, DriveCam or a Mentor Ranger unit, MV will dispatch one of its IT support staff to the scene to troubleshoot and repair the issue. At times, it may be advantageous to simply swap out the unit for a functioning one, in order to expedite service. MV will work in partnership with the Service Delivery provider to determined urgency and timelines relating to these activities.







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3. Dedicated Staffing Plan

MV will dedicate one full-time IT Manager (2) and two (2) full-time IT Administrators to the MACS-OCC operation. This provides the required coverage of seven days a week, from 7:00 a.m. and 6:00 p.m., as required.



4. Corporate Support

MV will continue to provide technical support to the MACS-OCC staff, the Service Delivery providers, MetroAccess and Metro Access Eligibility staff for PASS-CT, PASS-MON, PASS-WEB, PASS-IVR, ATIS, PASS-PLAN COM and CERT. Over the years MV has successfully proven its ability to not only support the current products but also to introduce new technology to compliment MetroAccess initiatives and to improve the service delivery model. Over the past couple of years, some of the corporate contributions include:

- Development and implementation of a Speed Analysis
- Demand forecasting and Driver Bid/Run Pick
- Implementation of Window Dispatch
- MDC software and map upgrades
- PASS software upgrades
- PASS map upgrades
- Implementation of Client Eligibility Testing for WMATA's "Grandfathering" policy
- Finalization of Trapeze customization and implementation of WMATA's Variable Fare policy
- Improvements to the system scheduling parameters and violation sets
- Correction to the application of LFT and ALERT groups
- Corporate training including Trip Movement, Geocoding, MDT Troubleshooting and others





- Development of training material and product documentation
- Implementation of Reverse Address Look-Up
- Implementation of productivity initiatives
- Employee and provider scorecards
- Custom report development
- Implementation of security cameras
- Implementation of biometric time clock

Corporate contributions have been extremely valuable to the local operation; both local management and WMATA have enlisted the support of MV's corporate employees to propose and implement value-added processes, procedures, and policies.

MV understands the important role that corporate support plays and will continue to strategically rely upon the considerable corporate resources of MV Transportation. These efforts will be centered on:

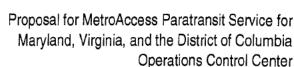
- Periodic reviews of system run cuts to ensure appropriateness and efficiency
- As-needed training (or support in acquiring training) for new technologies deployed in the system
- Periodic visits from corporate support staff to audit and monitor call center operations.

IT Support Leadership Team

chief Information Officer joined MV Transportation, Inc. as its chief information officer in 2012. He has more than 20 years of IT experience, including seven years of IT consulting and more than 15 years of broad based IT management in systems design and development, implementation, and support. has actively supported the IT capability planning for MV's MetroAccess operation, especially those efforts associated with this proposal. He and his team will continue to provide technical support for WMATA used applications.

Based in Dallas Texas, is focused on the implementation of best practice policies, procedures, and strategy to support the high efficiency goals of MV and its customers. His span of oversight includes all helpdesk support for MV's operating locations, infrastructure design,







procurement, and management of the company's corporate systems, and management of the company's datacenters.

As the former vice president for Aleris International, Inc., held executive level oversight of the IT organization. Among his many successes, developed and executed an integration methodology during a three-year period of rapid growth via acquisitions in the U.S., Europe, Asia, and South America. Prior to his post as vice president for Aleris, served as the vice president for IMCO Recycling from 1997 until it merged with Commonwealth Industries to form Aleris in December 2004. also led the Advanced Technology Group practice area for Arthur Andersen's Dallas Business Consulting practice.

holds a Bachelor's degree from Texas A&M University and an MBA from Baylor University.

, Chief Technology Officer

is MV's chief technology officer; she leads MV's research and development efforts, and has oversight of all transit technology development, implementation, operations, and maintenance.

brings more than 30 years of information technology experience and has remained a forerunner in software development, specifically in passenger transportation.

has spent significant time assisting MV's local team in improving operations at the MACS-OCC. In the new contract term, she will be available to WMATA staff if needed.

In 2003 joined MV's executive team as an executive vice president, and since that time has managed the R&D efforts of the organization. She was named the company's chief information officer in 2008 and was promoted to chief technology officer and president of MV Transportation Technologies in 2012. Under her leadership, MV has developed a suite of tools designed to improve productivity, enhance communications, and aid transit staff in monitoring and managing system performance.

began her IT career creating inventory and routing systems for different industries, and in 1982 founded On-Line Data Inc., the company responsible for the paratransit industry's first automated scheduling system – Paratransit Automated Scheduling System (PASS). The PASS algorithm transformed transit management and raised the benchmark in cost-efficient, passenger-oriented service. With more than 150 deployments in its first six years, PASS' market share grew significantly. In 1996 the company merged with Trapeze Software Group, who acquired ownership





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of the PASS software. For the next eight years, served as a senior consultant for Trapeze, and then moved on to founding a small woman-owned consulting firm, Local Motion ITS. career was highlighted in the September 2010 issue of Metro Magazine as part of its Women in Transportation feature. , Infrastructure Consultant serves as MV's infrastructure consultant, joining the company to lead its infrastructure upgrade to its two offsite datacenters in Las Vegas and Denver in 2008. Since that has remained a valuable IT consultant to the company, serving as the interim CIO as MV recruited and retained brings extensive experience in a broad range of Microsoft and networking technologies to support MV's MACS-OCC project, including direct experience working with MV and WMATA staff. created dual hub and spoke architecture using Cisco DMVPN, in Leading MV's upgrade, support of 150+ remote locations to enable connectivity to company's two core data centers. This project included failover connectivity configuration to both data centers and connectivity over public Internet infrastructure to remove need for dedicated connections. system greatly improved the strength of MV's IT infrastructure and secured its operations for years to come. Other projects include a six-month server replacement project and VMWare deployment project for the Housing Authority of Baltimore City. also worked on the SCCM deployment project with the Air National Guard, beginning as an installation technician, taking on more responsibility as the project progressed.

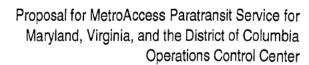
MV-Proposed Third Party Solutions

5.1. Trapeze Applications (Optional, not included in cost)

ParaCutter

ParaCutter is an integrated paratransit run cutting tool that analyzes historical Trapeze data to forecast future demand from which the user can produce efficient driver bids. This process mirrors the traditional MV bid creation process using excel, which is manual and greatly labor intensive. Previously a process of 3-4 weeks is reduced to approximately 24 – 48 hours using this tool.







Using this system, several bid variations can be produced very quickly, making it easier to adjust to demand or service changes and therefore improving cost savings, flexibility and efficiency for WMATA.

Please note this is offered as an option and not included in MV's pricing.

PASS Email and SMS

Trapeze offers a self-serve passenger information look-up option via email or SMS. There is an alert based option and an on-demand option. Both offerings allow passengers to receive trip updates including "where's my ride", next day reminders and imminent arrival notifications, eligibility reminders and cancellation confirmation numbers.

The feature is similar to the functionality offered by the Trapeze IVR product but offers passengers media alternatives. The alert based product requires passengers opt-in for the service whereas the on-demand product allows users to use the service on their own terms by e-mailing a predefined email address (e.g. tripinfo@wmata.com or tripinfo@mvtransit.com) or by sending their test request to a predefined short code (e.g. text "info" to 12345). The PASS email and SMS products can help reduce the number of "Where's my ride" calls as well as improve the travel experience for WMATA passengers.

Please note this is offered as an option and not included in MV's pricing.

Supervisor Module

The Trapeze Supervisor product (SPV) is an add-on module that works with in-vehicle technology (mobile data computers) and PASS-MON application. The system supports road supervisors' response to field incidents as well as activities relating to field observations.

Road supervisors are often challenged to know where operator's next pick-up or drop-off will be, because operators' schedules frequently changes as the dispatchers proactively respond to ever changing service conditions.

The Trapeze SPV module will allow the supervisor to shadow the events on any vehicle's MDC – giving clear insight into the number and location of remaining stops. This product saves road supervisor and dispatchers times, by eliminating communication between the two agents. When making observations, road supervisor arrives ahead of the operator and performs his or her observation.

Please note this is offered as an option and not included in MV's pricing.







ViewPoint is a transit intelligence solution offered by Trapeze that is designed to allow people inside and/or outside the transit agency the ability to easily access, analyze, and distribute operational data.

ViewPoint serves as a data hub for ongoing systems analysis. Operational data (both Trapeze data and third party) along with AVL, fleet/maintenance, revenue, financial and planning data can be cleansed and imported into Viewpoint. Viewpoint presents real-time transit intelligence for executive management, senior managers and general operations staff – even the general public if desired.

ViewPoint supports on-line analytical processing (OLAP) with dynamic dashboards, interactive report drill-down, historical reporting, and customized transit metrics. It allows for the distribution of data in various formats including .PDF, Excel or Email.

MV understands the WMATA will be using COGNOS BI as its business intelligence reporting system, and the company is not proposing that ViewPoint replace COGNOS; however, MV has produced several hundred reports, queries and tools (such as the dispatch score card) for WMATA that would be greatly enhanced by using ViewPoint. WMATA would simply be the benefactor of the graphical transit analytics of Trapeze's ViewPoint.

Please note this is offered as an option and not included in MV's pricing.

5.2. Mentor Fleet Solution (Optional, not included in cost)

MV is pleased to present the Mentor Fleet solution for the MetroAccess System. MV is currently piloting this system on 20 MetroAccess vehicles for a period of 60 days, courtesy of Mentor Engineering at no charge to WMATA or MV. MV has found this solution highly beneficial in capturing the data required by both WMATA and MV to monitor and manage service, with the reliability and intuitive design of a well-established integrated, purpose-built intelligent transit solution. Among its most appealing features, Mentor Fleet is integrated with the Mentor Ranger as the primary on-board unit. This enables MV to leverage the existing equipment and quickly deploy this solution across the entire WMATA fleet.

Please note this is offered as an option and not included in MV's pricing.

The Mentor Fleet Dashboard

The Mentor Fleet solution provides a transparent view of fleet operations through a data driven dashboard, enabling supervisors, dispatchers, maintenance personnel, system





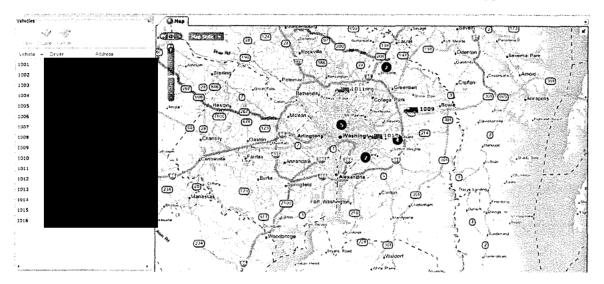
administrators, and management to seamlessly monitor and manage operational efficiency and service performance.

The dashboard can be customized with a number of widgets based on the users' roles. Users can use the dashboard to monitor vehicles, individual bus operators and the fleet as a whole. Among the many available features, the most popular include work assignment management, messaging and critical events, speeding, idling, excessive braking and acceleration, and cornering. Individual operator report cards are available to identify which operators require additional coaching and how each rank across the entire workforce.

Managers gain views of real-time data in order to make informed decisions. Historical data is useful in trend analysis and reporting, and in assisting in passenger complaint investigations. Dispatchers have real time status and location information for each vehicle, improving the ability to manage late cancellations, move trips to maintain on time performance, and respond to service delays. Maintenance personnel use real-time data from vehicles to get vehicles into the shop when they need repairs, schedule routine maintenance. All of this is in a hosted environment and is accessible from any web enabled device.

MAP DISPLAY

Black circles with numbers show "clustering" such that the map is not cluttered with icons for vehicles that are close to you. As you zoom in, individual vehicles will appear.



DASHBOARD

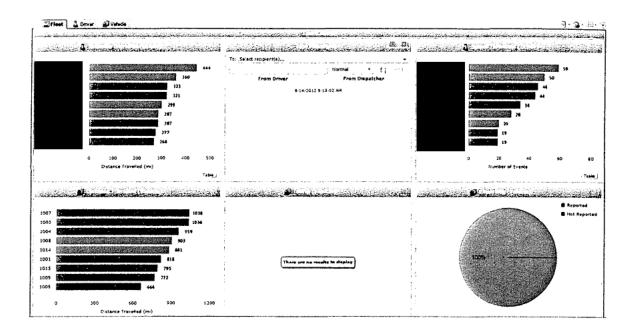
This is a user configurable dashboard with actual WMATA vehicle data. With Ranger 4, you can add G-force events (braking/acceleration/swerving) to the dashboard as well.





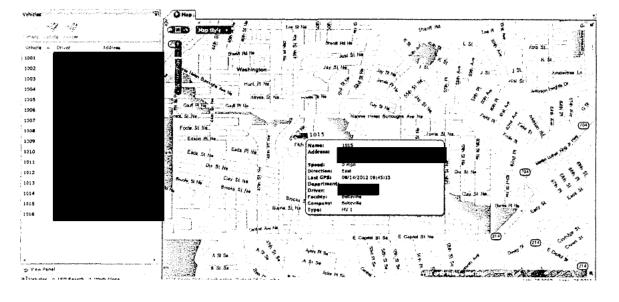


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ZOOMED IN VERSION

Individual vehicles are shown at street level and when you hover over an individual vehicle this will show the details of that vehicle.

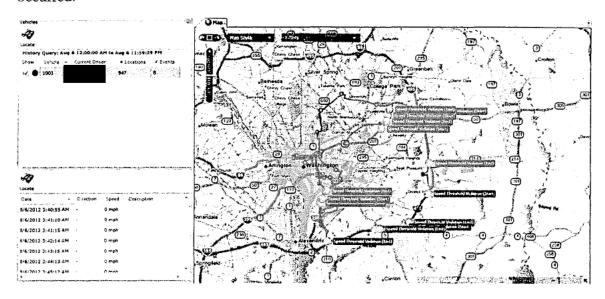








Here is a sample of a vehicle history showing "snail trail" and any violations that have occurred.



On-Road Monitoring Tools

The Mentor Fleet solution provides dispatch and management dashboard consoles to monitor fleet operations while the bus is on the road. The view encompasses operator behavior and vehicle status metrics and sends alert messages to designated recipients via email or text regarding:

- Fuel consumption
- RPMs
- Speed
- Idling time
- Pre-trip inspections and maintenance reminders
- Odometer readings
- Battery voltage
- Unbuckled seatbelts

AVL Functionality

Together with the data received from the Mentor Ranger and BBX devices, Fleet pinpoints the location of each vehicle to provide real time location coordinates. The dashboard

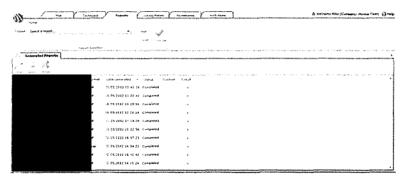




display unites the geospatial and table data format to provide users a clear picture of service on the street.

Reporting

Dashboard reporting offers off-the-shelf reports that present system metrics by operator or by vehicle. Additionally, real time email and text notifications are available to advise managers when and where policy violations occur.



Systems Integration

With existing integration between Mentor and Trapeze PASS-MON, real time data exchanges between the MACS-OCC and the on-board unit will continue to provide the same accurate, up to date data communication functionality to which WMATA has become accustomed. With the addition of Mentor Fleet, additional out-of-the-box integration is available with Microsoft AX, Oracle, and other major personnel management, maintenance, and AP/payroll solutions.

Maintenance Monitoring and Management

Using the on-board Ranger unit as a point of entry for pre-trip inspection data, MV currently integrates with the Fleet Focus system to eliminate the need to manually enter defect data identified in the pre-trip process to expedite work order generation. This functionality is available to WMATA in its MetroAccess service, if WMATA is interested.

Using the new Mentor Fleet Solution, additional data can be captured from the vehicle usage and diagnostic data to proactively identify vehicles in need of service as they reach interval thresholds.







Ranger Phone Module with Optional Recording (Recommended Option)

The Ranger Phone module provides complete integrated voice communications, eliminating the need to provide operators with voice radios. Management can control when operators can use the phone and the numbers they can call, protecting passengers and operators from the dangers of distracted driving.

WMATA and MV can either create a customizable call list that allows operators to call an approved list of numbers (supervisors, dispatch, 911, passengers) or give operators full access to a numeric keypad.

All functionality is disabled once the vehicle is in motion or passes a set speed threshold. Incoming calls when the vehicle is moving are saved as voicemails and can be accessed only once the vehicle is stopped. Please note that should WMATA wish to exercise this optional enhancement, each Ranger will need to have its own monthly voice plan with the cellular carrier in addition to the data plan.

This system can be integrated with the Microsoft Lync system for recording/monitoring functionality. MV recommends this solution in building a full on-board ITS solution that unites call center and service provider operations into a seamless, state-of-the-art enterprise.

Note: Hands-free is available only on ranger with internal modem and not the Ranger/BBX combination (the majority of the mentor devices in service are Ranger/BBX, however, all future mentor devices will be ranger with internal modem; therefore this option may be phased in over time if WMATA prefers.

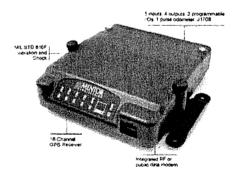
Hardware

BBX Hardware

The Mentor BBX device serves as the hub for all data input and output, with the ability to monitor the following areas of the vehicle's operation:

- Excessive speeding or idle times
- After hours vehicle use
- Integration with OBDII connectors
- Direct monitoring of J1708 diagnostic data

Additionally, the unit can:







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- Serve as the GPS, telematics and communications backbone for your Windows XP or CE-based mobile computing solution
- Interface with emergency switches, vehicle health monitoring, and other vehicle components using the internal input/output capabilities.
- Connect to various real-time communications options including public data (cellular) networks, Wi-Fi, as well as private and specialized trunking networks

Mentor ME10

The ME10 is an alternative device that can be used to track location data and interface with the vehicle to capture telematics data such as engine diagnostic codes, etc.

Mentor ME100

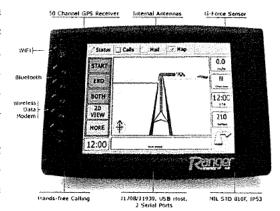
The Mentor ME100 provides the sophisticated asset status tracking (including motion sensors, location, and distance moved) required for theft protection and unauthorized movement notifications.

Mentor Ranger (with Mentor Mobility Driver Interface Software)

WMATA provides the Mentor Ranger MDC units to support non-verbal communication between the MACS-OCC and MetroAccess vehicles. MV will leverage the existing Ranger units to drive the Mentor Fleet system.

These rugged on-board units have proven to be a superior enhancement to the

MetroAccess fleet, providing integration with Trapeze PASS for up to the minute manifest changes, in-vehicle navigation, AVL information, and serving as an interface to the DVI system. MV's proposal of the Mentor Fleet system is a natural enhancement to WMATAs current system, and will support the ongoing development of a 360° view of service on the road to improve safety, reduce costs, increase ridership and enhance customer service and satisfaction.







5.3. FleetFocus Maintenance Management Information System (Included in MV's Proposal)

MV is proposing the continued use of the FleetFocus Maintenance Management Information System as its primary method of recording and tracking fleet maintenance and repair. MV recognizes that WMATA provides the Maximo system, and that Maximo is the standard MMIS for the management of the WMATA's fixed route fleet; however, MV respectfully recommends the retention of FleetFocus for the following reasons:

- FleetFocus is a product of AssetWorks, a subsidiary of Trapeze Software. Trapeze acquired the product in 2008 and has since started working towards greater integration between FleetFocus and its existing product suite. As upgrades become available, MV expects greater functionality between these two systems, creating a true ITS environment for MetroAccess.
- Mentor Engineering is currently working with Trapeze AssetWorks to integrate its Mentor Fleet product with FleetFocus. Initial integration includes DVI entry; however, the company is working towards a more robust and complete interface.

AssetW**O**RKS

Finally, MV has selected FleetFocus as its company standard. This web-based system is in place in nearly all of MV's maintenance sites, and its wide presence throughout the organization brings great expertise in its use and management. MV can support this system with little to no involvement from WMATA, and with little cost to WMATA.

MV is willing to host the management of the entire MetroAccess fleet using this system, making it available to others selected as Service Delivery contractors thereby giving WMATA a single point of access for all maintenance data.

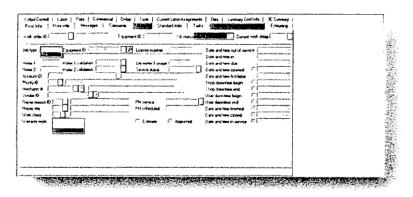
About FleetFocus

Designed by fleet managers and developed and distributed by the foremost authorities in transit management solutions, Trapeze FleetWorks' FleetFocus software is a state-of-the-art fleet management solution.

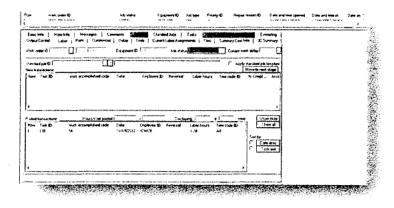
Using FleetFocus, MV tracks all fleet and equipment maintenance and repair, both scheduled and unscheduled. Preventive maintenance work orders, repairs, parts management, labor management, billing codes, warrantee management, operating expenses, and fleet usage are all easily managed with this system.



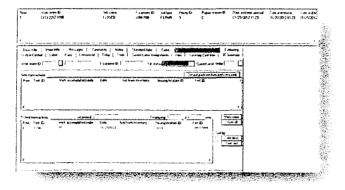




Vehicle Information



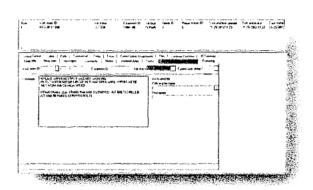
Labor screen



Parts Screen







Comments Screen

6. LCNS (Currently Licensed by WMATA)

MetroAccess has a policy governing excessive numbers of late cancellations and no-shows. The Late Cancel/No Show (LCNS) application was developed by MV to meet the specific needs of the MetroAccess policy. MetroAccess has been using the LCNS application since January of 2011 to successfully implement their late cancellation/no-show policy. MV supports the LCNS application through the local IT staff and, as needed, by corporate development. The continued use of this system is included in MV's proposal.

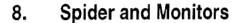
7. Cashless Sync (Included in MV's Proposal)

Cashless Sync is the application developed by MV that synchronizes data between Trapeze PASS and EZPay. Cashless Sync manages over \$400,000 in transactions per month, with the objective of maintaining the same balance in both systems. Local MV staff supports EZPay with MACS-OCC staff dedicated to addressing EZPay questions from passengers. All technical issues are addressed in consultation with MJM Innovations and MV corporate development support.

MV has researched the possibility of deploying the PASS-WEB add-on module from Trapeze called Top-Up; however the system currently lacks a true IVR interface. Under this system, passengers would be required to pre-register all credit cards via Trapeze's web portal, and debit cards would not be accepted. Additionally, Trapeze would assess a transactional fee which may prove to be cost prohibitive for many of the MetroAccess customers. Based on these findings, MV is proposing the current technology be maintained.







With Cognos BI becoming the reports of record in the new contract and with MV's proposal of ViewPoint for supplemental reporting functionality, Spider Reports and MV monitors will be phased out upon MV's successful award.

Electronic Documentation and Archive System (EDAS) (Included in MV's Proposal)

MV is proposing the services of Iron Mountain for records management and data protection services. Iron Mountain is an industry leader in these types of services and offers WMATA turnkey infrastructure and support for this critical business process.

Weekly, Iron Mountain will pick up documents from MV's location, moved to their site where they are scanned and stored in an Iron Mountain warehouse. MV will be able to retrieve a scanned (indexed) copy of all collected documentation via web application and retrieve hard copy stored in local warehouse within 48 hours of pickup. Iron Mountain services include the following:

- Iron Mountain's Records Management services include:
 - Records management program development and implementation based on best-practices and expertise to help customers meet specific regulations that impact their business
 - Policy-based records management programs that feature secure, cost-effective storage, flexible retrieval access and retention management
 - Secure shredding and record destruction services provided in conjunction with records retention schedules, that ensures secured chain of record custody
 - Customized services for vital records, film & sound, and regulated industries such as financial services and healthcare.
 - Digital Record Center Content Management
- Iron Mountain's Data Protection services include:
 - Secure, off-site vaulting of data backup tapes for fast and efficient data recovery in the event of a disaster, human error or virus
- Iron Mountain's Digital services include:
 - Digital Archiving services for secure, legally compliant and cost-effective long-term archival of electronic records, including SEC-compliant email
 - Content Monitoring and Supervision









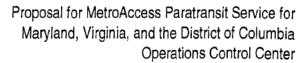
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- Managed, online data backup and recovery services for PC and server data Connected Backup and LiveVault
- Intellectual Property Management services to secure source code and other proprietary information with a trusted, neutral third party - IPM
- Domain Name Registration and Management
- Digital Archives for Medical Images
- Data Restoration and Electronic Discovery Service
- Email Continuity Service
- Data Defense

MV has attached a copy of the document titled "System Description of the Information Technology (IT) Infrastructure Environment System relevant to Security, Confidentiality, Availability and Processing Integrity" received from Iron Mountain, following section CDRL MACS-OCC-6: Electronic Data and Archiving System.



TOOSON NACO







General Manager commitment to having the best possible team at the MACS-OCC is evident in his recruiting initiatives. He began sending MV representatives to college job fairs to increase MV's reach to potential employees, and implemented aptitude screening for dispatchers in order to cull the most qualified candidates for the team from the pool of applicants. also actively ensures that corrective action for employees that are not performing to WMATA's and MV's standards.

Staffing Plan

MV's staffing plan for the MACS-OCC is based on the success of its current operation, which is performing at optimum levels. Throughout the last contract term, WMATA and MV have worked together to establish appropriate staffing levels to meet the volume of inbound calls, manage operators and vehicles in service, and manage operations in the call center. It is MV's experience that fewer staff members could negatively affect service performance, and is confident that its staffing projections will promote the best interests of WMATA and its MetroAccess passengers.

For compliance purposes, and pursuant to Addendum 5, question 304, MV's technical proposal contemplates providing staffing plans for 14,080 to 21,119 RSH. MV is able to provide staffing plans supporting all other service levels, upon request from WMATA.

Employee Handbook

MV has included its Employee Handbook in this proposal, which provides an overview of all of MV's work policy and procedures. This handbook covers MV's Code of Conduct and FTA approved Drug and Alcohol Policy, among many other human resource and employment policies affecting all employees.

Employees are held to these rules and guidelines in the performance of their jobs. Violations of MV's stated work rules may affect an employee's employment status. Based on the frequency, amount, and severity of these infractions, operators may be coached, disciplined, and/or terminated. The work rules outlined in the employee handbook are superseded by those outlined in collective bargaining agreement in place for MACS-OCC staff, as appropriate.

Exempt employees and non-exempt staff each receive an annual performance review. During this meeting, the supervisor and employee review the specific requirements of the job, performance criteria and objectives. Based on that information, the employee receives a performance rating, and their annual compensation may be reviewed at this time.







Core to the success of the MACS-OCC is a staff that understands the inherent need for professionalism, courtesy, and sensitivity in a paratransit operation. To ensure that each member of its team meets WMATA's high standards for customer service to its passengers, MV has implemented a strong and stringent hiring process to identify the best candidates for employment.

After an interested applicant completes an application online, the application is reviewed by the onsite hiring manager. If the application demonstrates that the candidate has the experience needed to perform the job, the candidate is invited to an interview.

MV is committed to recruiting from a diverse pool of applicants. The MACS-OCC provides an opportunity to hire persons with disabilities, and MV recently worked with the Columbia Lighthouse for the Blind to recruit reservationists. MV has also employed a variety of creative avenues to expand the pool of applicants, such as job fairs and college campuses.

Interview Process

The HR manager uses behavior-based interviewing techniques to demonstrate the applicant's past behaviors and how they will fit at the company. Interviews focus on the applicant's phone skills, ability to interface with people of different genders, ethnicities, disabilities, and other needs, and their strengths in customer service.

MV's newly implemented "Selection for Success" training program teaches managers how to effectively interview candidates, make apples-to-apples comparisons, and to discern a candidate's qualifications for the job across a set of criteria, including knowledge, skills, attitude, aptitude, motivation, and mutual fit.

After a candidate successfully completes the interview portion of the process, their credentials are qualified.



Call Center Safety Inspections

MV uses a tiered safety inspection program to confirm facility safety compliance. These inspections include (at minimum) monthly safety inspections conducted by the general manager, and annual safety management inspections conducted by the director of safety. These inspections assure location compliance with policy requirements and assess the overall safety of the facility. MV also welcomes WMATA facility inspections.







Selection for Success (SFS) Training Program

The Selection for Success Training Program was designed to provide those personnel involved in the hiring process a strategic plan for recruiting, interviewing and hiring new MV employees.

The learning objectives include the following:

- Understanding the importance of using a standardized, systematic process for recruiting, interview and hiring;
- Know where to locate important recruiting, interviewing and hiring resources;
- Prepare for and conduct behavior-based interviews and evaluate responses to behaviorbased interview questions;
- Properly on-board a new-hire.

Further, the Selection for Success process teaches Hiring Managers and other selected participants about the following:

- The Job Description
- The Job Requisition Process
- Position Analysis / Developing Behavior-Based Interview Questions
- Behavior-Based Questions
- Workforce Planning
- Screening
- Applicant Tracking System (ATS i.e. Taleo)
- Americans with Disabilities Act (ADA)
- Behavior-Based Interviewing
- Making the Job Offer
- Next Steps, On-Boarding and Close

Background Screening

MV will coordinate closely with WMATA to ensure all applicants undergo the required qualifications screening expediently and completely.

Interested applicants will be asked to sign WMATA's background check consent forms along with their application. When an applicant has been approved for hire based on their qualifications, this





form is immediately forwarded to WMATA to begin the requisite pre-employment background checks, which includes criminal and driving record checks and social security number verifications. Concurrently, MV will send the potential employee for all pre-employment drug and alcohol screens (described below), DOT physicals (described below), and WMATA-provided fingerprinting. MV's corporate qualifications team will conduct prior employment reference checks, described below

Review Type	Description	Criteria
Prior Employment References	MV conducts reference checks with former employers as part of the hiring process.	Poor references may be cause for rejection.
Pre-Employment Drug and Alcohol Screen All offers of employment are contingent upon successful completion of a drug and alcohol screen.	All offers of employment are	The presence of any controlled or illegal substances is cause for rejection.
	Consistent with MV's FTA approved Drug and Alcohol Prevention Program safety-sensitive employees are subject to random screening.	
Pre-Employment Physical Examinations	Employees in a safety-sensitive position (i.e., dispatchers/WMR) must also undergo a pre-employment physical examination performed at MV's expense by a physician of the company's choice.	Exam and/or testing must verify that the applicant can meet the qualifications of the position.
	Other exams may include a DOT physical or other physical testing.	

Drug and Alcohol Testing

MV's "Zero Tolerance" Drug and Alcohol Testing Program is critical to its provision of a safe, healthy, and productive work environment. All of MV's employees in the MACS-OCC are subject to three drug and alcohol screening types, pursuant to their employment category (safety sensitive versus not safety sensitive):

Pre-Employment – All offers of employment are contingent upon the successful completion
of a pre-employment drug screen. Failure to submit to said test, or a positive screen, results in
revocation of the offer of employment.







- **Random** All safety sensitive employees are automatically entered into the company pool for random testing pursuant to FTA regulations.
- Reasonable Suspicion This test may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc. provide reasonable suspicion of the influence of alcohol/drugs. All frontline personnel are observed by supervisory personnel who are certified as having completed the DOT Supervisor's Class in Reasonable Suspicion Training in Drug and Alcohol.

*Under MV's Zero Tolerance Drug and Alcohol Testing Program, a positive screen or refusal to be tested under these conditions results in termination of employment.

MV's Drug and Alcohol Testing Program is administered locally by support manager, and at the corporate level by director for drug and alcohol compliance. This program is regularly updated and complies and/or exceeds FTA and DOT requirements.

MV has successfully completed each FTA audits to which it has been subject, and received a perfect audit in 2009. MV has never failed a WMATA-conducted quarterly audit.

Random drug and alcohol testing selections are determined using MYeScreen® software, a state of the art, computer-generated selection process program that randomly selects individuals (donor) for testing without showing discrimination. These assignments are available to the location on the first of each month to begin performing testing immediately.

MV will use Concentra for collection for drug and alcohol testing. Concentra contracts with Advanced Toxicology Network (ATN) for testing. Duo Research handles blind quality control sample testing. All results are transmitted to the sample testing. All results are transmitted to the sample testing. provides it to the MACS-OCC management team. MV's corporate drug and alcohol team monitors collection and testing activities through MYeScreen.

All drug and alcohol records are maintained on site and are retained for the duration of the contract.

All employees receive FTA compliant training that outlines MV's Zero Tolerance program during initial training. Drug and alcohol testing procedures are addressed as part of initial employee training and annual supervisor training. Supervisors and managers will receive training in reasonable suspicion.







Corporate Support to MetroAccess: , General Counsel joined MV's executive team in the summer of 2012 as the company's general counsel and corporate secretary. She provides corporate compliance and governance guidance and direction to both MV's executive team and its board of directors, thereby ensuring the health and security of the corporation and its subsidiaries and affiliates. joined MV after serving an 8-year term with Dallas-based Energy Future Holdings Corp. As senior vice president, associate general counsel and corporate secretary, she held a broad range of responsibilities including guidance and management of corporate governance, corporate compliance, corporate security, employee benefits and executive compensation, litigation risk analysis, and strategic workforce management activities. additionally managed labor and employment, litigation and claims sections of the legal department. From 1999 through 2004, worked for one of the largest law firms in the state of Texas. Here she represented employers in litigation and administrative actions involving claims of discrimination, sexual harassment, wrongful discharge, and breach of contract. She worked closely with employers, counseling many on the implementation of policy and procedure designed to limit litigation risk. While with served chair of diversity committee and member of recruiting committee. worked in Washington, D.C., in the U.S. Department of Justice and the White Between 1994 and 1998 House. She served in a number of capacities at the Department of Justice, including as chief of staff for the Civil Rights Division and as counsel to the deputy attorney general, where she provided advice on civil rights and employment litigation, enforcement policy, legislative strategy and public relations. As an associate counsel to the President of the United States, provided legal and strategic advice to White House counsel, Office of Presidential Personnel, and Office of Legislative Affairs regarding selection and screening of candidates for presidentially-appointed and Senate-confirmed positions. She managed staff of five attorneys and provided legal and strategic advice to Cabinet departments and other federal executive branch agencies. began her career as an associate for the San Francisco-based general litigation group of Cooley Godward Castro Huddleson & Tatum. She received her law degree cum laude from Harvard Law School and earned her undergraduate degree with honors from Stanford University where she was also elected to Phi Beta Kappa. is a member of the American Bar Association's Litigation and Employment Sections and the Leadership Dallas Alumni Association.







Diamond Transportation, Inc.

To meet the SBLPP goal for this procurement, MV proposes to subcontract a portion of the staffing to Diamond Transportation Services, Inc. (DTS). DTS will provide six staff members for MV's OCC team, including two (2) internal customer service/quality assurance staff and four (4) ELIG support positions. MV will train all staff provided by DTS.

Diamond Transportation Services, Inc. has nearly two decades of experience providing paratransit and shuttle service operations, call center management, vehicle operator training, and transportation management services in the Washington DC Metropolitan area.

SIMON & SIMON Resources

SIMON & SIMON Research and Associates, Incorporated (dba SIMON & SIMON Resources) is a minority, woman-owned management consulting practice based in Elkridge, Maryland, conveniently located between Washington, DC and Baltimore, Maryland.

SIMON & SIMON is certified as an SBLPP as well as a Disadvantaged Minority Business Enterprise (DBE/MBE) operating under the laws and regulations in Maryland, Washington DC, and Virginia.

SIMON & SIMON is a proven training resource that specializes in the development of customized training programs, including curriculum and instructional design, workshop leadership, and the development of instructional media. Their programs have helped public and private transportation systems and companies improve service delivery to customers with disabilities, achieve compliance with the ADA, and improve diversity awareness and customer service and workplace etiquette behaviors.

Simon and Simon will provide sensitivity/ADA "train the trainer" sessions for MV's trainers twice a year.

SL King

If WMATA determines it is in its best interested to have MV manage the Cognos BI system, it will contract with SL King. This company will support the setup, training and deployment of business intelligence efforts with a variety of services. These include the following:

Requirements definition, which will determine the needs from a reporting, analytics and
information perspective. This is a critical stage because it lays the foundation of what will be
developed, and ensures the strategic objectives are taken into the planning.





- BI and EIM development –this includes the steps needed to consolidate the data from various systems, and design the BI system.
- BI Training this teaches the users how to utilize the BI tool, and gives the necessary steps and foundation to operate the system.
- BI Analytics this goes a step beyond the training to support the users in the analytics of the BI output. It is not uncommon for users to need additional training to understand and interpret the findings.

Hanover Uniform

Hanover Uniform is one of the largest privately held uniform suppliers in the nation. Their customer base includes some of the nation's largest parking companies, janitorial companies, airline services companies, security companies, more than 20 military schools including VMI, The Citadel & Valley Forge, as well as some of the most prestigious accounts in the world including The White House, The Smithsonian, The American Red Cross and Johns Hopkins Hospital and University.

MV will work with Hanover Uniform for the provision of all operator uniforms. A representative from Hanover Uniform will set up and coordinate MV's uniform program, select products, fit employees for uniforms, and set up an online ordering program.

1.1. General Manager

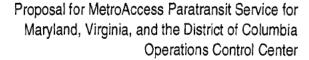
is MV's general manager for the MACS-OCC. brings 16 years of transportation management experience to his oversight of the MACS-OCC, encompassing a number of highly desirable strengths and skills that support the unique nature and scope of this operation. He has extensive experience with call center operations using the Trapeze system, and understands the system from both the operations and information technology side. strong operations background, including experience as a vehicle operator, scheduler, dispatcher, and road supervisor, provides considerable insight to the MACS-OCC's direction of on-street service; he

understands the operation as a whole, and how each role within the system affects the others.

joined MV's WMATA operation in 2009 in the dual role of general manager and regional vice president of the brokerage, which included the MACS-OCC, service delivery







bases in Beltsville and Capitol Heights, Maryland, and Chantilly and Springfield, Virginia, Washington D.C., and subcontracted providers. His oversight presently includes more than 2,000 employees.

is a hands-on manager who is actively involved in every area of the MACS-OCC. He is adaptable to meet the changing needs of the call center, while promoting WMATA's goals, priorities, and best interests. He meets regularly with his staff to address contract compliance, productivity, customer service, and safety, and daily observes operations to ensure consistent quality.

also meets with MV's chief executive officer, chief operating officer, and WMATA representatives at a minimum of once a month to determine the priority of MV's focus for the following weeks and collaboratively determine a course of action to remedy any immediate issues identified by WMATA.

experience has been focused on technology-based transportation projects, primarily involving the Trapeze PASS system currently in use in the MACS-OCC. As MIS manager/call center operations manager for Laidlaw in El Cajon, he was responsible for call center operations comprising Trapeze reservations, dispatching, and scheduling. As a result of his leadership, the operation increased productivity from 1.4 to over 2.0 passengers per hour and maintained 97% on time performance.

joined MV in 2001 as a special projects manager for MV's IT department, managing Trapeze implementations and providing corporate-level support for the company's Trapeze sites. In 2002, he took a position in MV's Jacksonville, Florida paratransit operation as operations manager, overseeing the IT, scheduling, dispatch, reservations, customer service, quality assurance, and maintenance functions of this 2,000 trip per day coordinated transportation system.

Most notably, served as general manager of MV's Microsoft Campus Shuttle operation in Redmond, Washington from 2005 to 2007. He led the implementation of technology, including Trapeze, which transitioned the service from a manually scheduled demand-response service to a sophisticated multi-modal shuttle system that provides more than 50,000 trips per month.

In 2007, he returned to his Paratransit roots overseeing all of MV's paratransit operations in Los Angeles, CA, including contracts with Access Services (Inc.), LADOT CityRide, and numerous senior and disabled dial-a-ride programs.

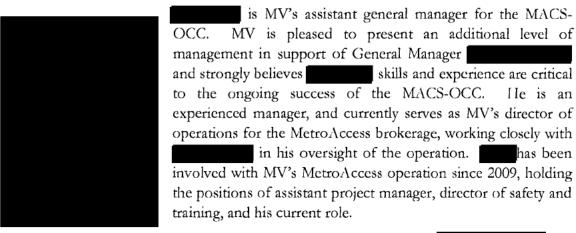
holds a Bachelor's Degree in Management Science and a Master's Degree in Computer Information Systems. His detailed resume can be found following this CDRL section.





	General Manager
RFP Requirement	Qualification
7 years of management with large urban ADA paratransit services	began his career as a driver for Laidlaw Transit Services for the Orange County Transportation Authority (OCTA) Access program in Irvine, CA, and has held positions in Jacksonville, Florida, El Cajon, CA (San Diego County Transit System). As regional vice president for MV for nearly six years, oversaw a number of paratransit operations in the Los Angeles area., including Access Services, Inc.
5 years of experience with a paratransit call center or paratransit service delivery	experience with paratransit operations has included call center management; specifically, he has spent three years as general manager of the MACS-OCC, three years as operations manager of MV's call center in Jacksonville, Florida, and one year as call center operations manager with Laidlaw Transit services.
At least ten years (total) experience in public transportation	has more 16 years of transportation experience.
A bachelor's degree from an accredited college or university is required, but may be substituted with five additional years of public transit experience	has a Bachelor of Science in Management, with an emphasis on quantitative and financial analysis, and a Master of Science in Computer Information Systems

Assistant General Manager



Prior to joining MV, was director of corporate operations for held a number of positions with





1.2.

Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

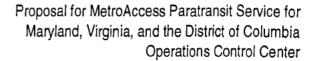
began as a customer service agent, and over a period of seven

manager of administration, and ultimately, vice president of administration.
is a trusted asset of both MV and WMATA. At WMATA's request, he responds to crisis situations, such as car jackings, emergency weather situations, system outages, and others. He was instrumental in putting into place the new MV Policy & Procedures manual that documented all processes.
has completed a NAVTI course and MV's leadership course for general managers; he has been instructing the skills learned in the latter to MV's MetroAccess managers. He holds a Bachelor of Arts degree from Brock University and a Master of Arts from the University of Toronto. is a member of NATMI.
resume is included following this CDRL section.
Reservations Manager
, Reservations Manager
is MV's proposed reservations manager for the MACS-OCC. brings 16 years of transportation experience to this project. She currently serves as MV's general manager for its Gainesville, Florida CTC operation. brings a strong background of service improvement, efficiency, compliance, trip reservations, and reservations and scheduling functions, and has trained numerous employees in its use. She understands the requirements and procedures specific to a large call center operation, and will leverage her considerable experience to successfully manage the MACS-OCC reservations team.
began her career in transit as a customer service representative and validation clerk where she was responsible for trip reservations and assisting customers with explaining program guidelines. also served as scheduling supervisor for the and affected significant productivity increases, including 3.0 passengers per hour on the service's dedicated sedan vehicles.
joined MV in 2003 as the call center manager of its Access LYNX paratransit operation in Orlando, Florida. She supervised the customer service team in a high volume call center, handling up to 1,200 calls per day, and the scheduling team, which scheduled routes using the Trapeze software (discussed later in this proposal).

years was promoted through the ranks of operations supervisor, then district manager,







In 2005, served as MV's operations manager for its Jacksonville, Florida operation, overseeing the daily operation of the JTA Connexion service and a staff of dispatchers, reservationists, schedulers, billing clerks, and managers. She was responsible for the operation's performance, safety, regulatory compliance, and personnel management, including hiring, discipline, and termination. In 2007, assumed the role of accounting manager for MV's contract with Alachua County., holding the responsibility for employee payroll, processing new hires, and communicating with MV's corporate headquarters.

Please see resume following this CDRL section for greater detail on her qualifications.

	Reservations Manager
RFP Requirement	Qualification
5 years of experience with large urban ADA paratransit services	has more than 16 years of experience with large urban paratransit operations, including ACCESS-Lynx in Orlando, Florida and Alachua County Community Transportation Coordinator.
3 years of experience with control center activities	spent three (3) years as operations manager of MV's Jacksonville, FL call center
7 years of experience in public transportation	has 16 years of public transportation experience.
Bachelor's degree from an accredited college or university is required, but may be substituted with five additional years of public transit experience.	has the total number of years of experience required as substitution for a bachelor's degree.

1.3. Dispatch Managers

, Dispatch Manager

brings more than 20 years of management experience to the MACS-OCC, including 11 years of public transportation experience. This vast experience also includes a strong background in call center operations, telephone systems, and transportation services. is proficient in the use of Trapeze and other similar systems for reservations, dispatching, and scheduling, as well as a number of telephone systems.

joined MV in 2010 as director of the operations control center, overseeing all call center operations, including dispatching, reservations, and scheduling. Here, he has worked with WMATA to develop standard operating procedures while streamlining existing policies









and procedures. Successfully reorganized the management structure of the call center into its current configuration, adding additional levels of supervision, assigning assistant managers to day and night shifts, and dedicating supervisors to each group — dispatch/WMR, reservations, and scheduling — resulting in greater accountability for the OCC team and increased efficiency across the operation. To further the effectiveness of his management and supervisory team, also developed a leadership program that encourages professional development and covers a broad range of management topics.
Prior to joining MV, worked as director for overseeing ADA paratransit operations in the area from 2008 to 2010. He held numerous positions with including general manager of the call center for the manager and interim general manager of the paratransit operation i
From 1991 to 1998, was in the United States Marine Corps, achieving the rank of Captain.
resume has been provided following this CDRL section. He holds a Bachelor of Arts in English and Fine Arts from the "West Point of the South" – The Virginia Military Institute, and two Master of Science degrees, in Systems Management and Information Telecommunication Systems Management.

	Dispatch Manager
RFP Requirement	Qualification
5 years of management experience with large urban ADA paratransit services	has worked as MV's director of the MACS-OCC for two (2) years. He served as director for for two (2) years, overseeing the contractor performing ADA paratransit services in one of the largest metropolitan areas in the United States. He also served as interim general manager for the paratransit service in one (1) year.
3 years of experience with call center activities	In addition to the two years of direct experience has in the MACS-OCC, he managed the call center for the processing the content of the conte
	6 years, and 2.5 years installation and system management via two (2) control centers for delivery of telephony systems for the Department of Justice Bureau Inmate Telephone Systems nationwide and US territories.
7 years total experience in public transportation	has 11 years of public transportation experience.







	Dispatch Manager
RFP Requirement	Qualification
Bachelor's degree or five additional years of public transit experience	has a Bachelor of Arts degree and two Master of Science degrees, one in Systems Management and one in Information Telecommunications Systems Management
Experience in window and radio dispatching	has 15 months of window and radio dispatching experience, which he gained while working or
Proficiency in Trapeze PASS	has four (4) years of hands-on experience with the Trapeze PASS system, and four (4) years with StrataGen, a similar system (please see section CDRL MACS-OCC-1:8.6).

Dispatch Manager brings 12 years of transportation experience and 11 years of management experience to her proposed role as dispatch manager. Recently promoted to dispatch manager for MV's Beltsville location, previously served as the operations manager for MV's MACS-OCC since 2010. is extremely familiar with call center operations, as well as MV and WMATA policies and procedures. The entirety of her experience in the transportation industry has been in large urban markets, including Baltimore, Maryland, and the Washington Metropolitan Area. She is experienced in Trapeze dispatching, contract compliance, personnel management, labor relations, and customer service. Prior to joining MV, worked with from 2000 to 2010. She began her tenure with is a dispatcher for six years, eventually being promoted to transportation coordinator/operations manager and ultimately, to project manager of the company's transportation projects. also has experience managing a taxi company operating in the area. This experience will support the dispatch department's interactions with taxi providers. resume has been provided following this CDRL section.







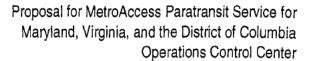
RFP Requirement	Dispatch Manager Qualification
5 years of management experience with large urban ADA paratransit services	management experience encompasses nearly two years with MV's MetroAccess contract as operations manager of the MACS-OCC, more than three years as project manager with contracts in and 1.5 years as dispatch supervisor with
3 years of experience with call center activities	call center experience includes her nearly two years with the MACS-OCC, her 3.5 years as project manager with and her six years as a dispatcher with
7 years total experience in public transportation	has more than 12 years of transportation experience including her positions with on the projects as well as her experience with
Bachelor's degree or five additional years of public transit experience	12 years of experience includes the seven required years plus the five additional years required in place of a bachelor's degree.
Experience in window and radio dispatching	worked for six (6) years as a dispatcher with contracts, which included both window and radio dispatching duties. She also served as dispatch supervisor for which included these duties as well.
Proficiency in Trapeze PASS	is proficient in the Trapeze PASS system, using the system in her current role in the MACS-OCC and as a dispatcher with

., Dispatch Manager

brings more than 21 years of transportation management experience to his
proposed role as dispatch manager for the MACS-OCC. has direct call center
experience, and understands all areas of transit delivery including union relations, customer
service, budget development, recruiting, training, human resources, and client relationship
building. In addition, the time he spent performing dispatch and scheduling duties for
Prince George's operation helped him to understand service delivery from the inside out.
In his current role as assistant general manager for MV's Capitol Heights location for the
MetroAccess service, ensures that the 175 daily terminal pull-outs are completed
successfully and with a minimum of disruptions, his oversight is crucial to make certain that
contract goals are achieved and any problems are quickly resolved to their best outcomes.







is a veteran of the transportation industry; he has managed service for such providers as

before coming

to MV Transportation in 2009.

holds a Bachelor's Degree in Business Administration and a Master's Degree in Business Administration with an emphasis in Management from Morgan State University in Baltimore. His detailed resume can be found following this CDRL section.

	Dispatch Manager
8FP Requirement 5 years of management experience with large urban ADA paratransit services	has eight (8) years of direct experience managing paratransit service, which includes two (2) years as branch manager of overseeing paratransit service in three (3) years with managing the Metro Access of paratransit service in and three (3) years with MV's MetroAccess operation. All the services listed above are large urban ADA paratransit services.
3 years of experience with call center activities	managed call center operations for 2.5 years as director of operations for and two (2) years overseeing call center operations (dispatching, reservations, and scheduling) as branch manager for
7 years total experience in public transportation	has 21 years of transportation experience.
Bachelor's degree or five additional years of public transit experience	has a Bachelor of Science in Business Administration and a Master of Business Administration.
Experience in window and radio dispatching	has direct experience with window and radio dispatching, gained in his position with Transportation system, and his current position with the MetroAccess service.
Proficiency in Trapeze PASS	gained proficiency in the use of Trapeze from his various roles as general manager and assistant general manager. He uses the system daily to run reports, investigate complaints, and in his oversight of window dispatchers who use Trapeze for driver pullout.

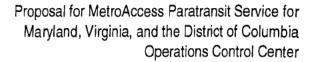




, Dispatch Manager
brings 22 years of transportation experience to his proposed role as dispatch manager for the MACS-OCC.
has superior understanding of Trapeze. joined the MV team in 2005, serving as an IT support specialist for MV. He worked with MV's divisions to ensure client expectations were exceeded in the area of information technology.
has firsthand experience with the MetroAccess service, and was instrumental in the deployment of more than 650 Mentor Ranger MDT units used in conjunction with Trapeze for this operation. His efforts included installation, unit operation and maintenance training, and one-on-one operator and dispatcher training for proper use.
Prior to joining the MV family, was a Senior GIS Analyst for the Here, he lent his expertise to multiple technology implementations with a focus on GIS technology, MDTs, AVL and IVR systems.
began his career in 1987 as a Transportation Coordination Supervisor for the He was responsible for the daily operation of computer aided dispatch system and communications equipment for what was at the time the argest computer dispatched taxi fleet. He developed training programs for all levels of personnel, and served as a liaison between his firm and the brokered service providers. Based on his performance at recruited in 1993 as the Scheduling Systems Supervisor for this paratransit brokerage that provided more than 6,000
daily shared ride and demand response trips. Coordinated local, county and intercounty paratransit services, worked with paratransit coordination councils, and was responsible for dispatch, scheduling, reporting, planning and analysis of all service on the street. Computer aided dispatch program.
In 1998, hired as their national Scheduling Systems Consultant. Here he provided national on-site and off-site support and training of intelligent transportation systems (ITS), which included national start-up support for public transit and medical brokerage contracts.
started his own consulting service, in 1999. As President, he worked with transit contractors and agencies across the nation, improving their GIS and ITS systems. In 2001, the made their Senior GIS Analyst, where he worked until joining the MV family in 2005.
resume is provided following this CDRL section.

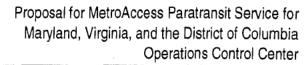






	Dispatch Manager
RFP Requirement	Qualification
5 years of management experience with large urban ADA paratransit services	brings five (5) years of scheduling, dispatch experience to this project, gained at ADA/DSHS brokerage, supervising daily delivery of ADA transportation services in (population 2M). also coordinated DSHS transportation services with transportation sub-contractors (3000+ daily trips).
3 years of experience with call center activities	has three (3) years of call center experience from his work with call center and five (5) years' experience liaising with center on call center initiatives and coordination of transportation services.
7 years total experience in public transportation	Beginning his transportation career with the in 1987 and joining MV in 2005 in support of its technology-based operations, has 25 years of transportation experience.
Bachelor's degree or five additional years of public transit experience	holds a Bachelor of Arts from the University of Washington
Experience in window and radio dispatching	has four (4) years radio dispatch experience with taxi fleet. He also acquired five (5) years of radio dispatch experience with ADA transportation.
Proficiency in Trapeze PASS	has more than 19 years of direct Trapeze experience beginning with PASS-DOS in 1993, including four years of employment with the Trapeze Software Group.







1.4. Scheduling Manager

, Scheduling Manager
is MV's proposed scheduling manager for the MACS-OCC. brings a wealth of paratransit knowledge that he has gained over his nearly 30 years in paratransit transportation operations. IT expertise, operational paratransit experience, and Trapeze knowledge, make him a strong candidate for the role of scheduling manager.
currently serves as director of information technology with MV. In this role, he manages a team of IT professionals that supports MV's Trapeze sites.
began his career in transportation in 1984 as an operator for the Campus Bus Services at Kent University while attending school. His talent was immediately identified and was promoted to supervisor and later to assistant operations manager gained further paratransit operational experience servicing as the operations manager for I
was employed with from 1996 to 2005 and held several different positions. During his tenure with was responsible for training new hires and continuing education for existing staff members. He also acted in a consulting role to assist customers to improve productivity and helped them identify software solutions. Also while with was responsible for the implementation of software at new customer sites while a project manager. Implementation responsibilities included training, consulting, budgeting, system documentation, product support and troubleshooting.
successfully managed over 35 installations consisting of and other multiple applications.
Some of the larger systems where implemented include Miami Dade County, FL, New York, NY, Philadelphia, PA, Dallas, TX, Los Angeles, CA, Atlanta, GA, Portland, OR, & Cleveland, OH. Please see his resume for a more extensive list.
holds a Bachelor of Arts from Kent State University. His resume is provided following this CDRL section





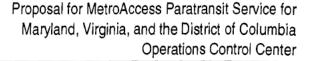
	Scheduling Manager
RFP Requirement	Qualification
5 years of management experience with large urban ADA paratransit services	For four years, was MV's general manager in Portland, Oregon, overseeing a paratransit service covering three Oregon counties, with approximately 1 million people in the service area. also held management positions with for three years and with
	Both Canton and Kent have populations exceeding 50,000, qualifying these operations as the FTA's definition of a large urbanized area.
3 years with call center activities	In his nine years with managed implementation, testing, training, and support of call centers across North America. As a possible on sultant, he worked directly with call center staff to support the solution while facilitating best practices in the use of the various products and systems. Most recently, served for a period of seven months at the MACS-OCC, as the acting director of the OCC.
7 years total public transportation experience	has more than 28 years of public transportation experience
Bachelor's degree or five additional years of public transit experience	holds a Bachelor of Arts degree
Proficiency and detailed knowledge of Trapeze PASS	As a former staff development coordinator, consultant and project manager for and as a current director of information technology for MV, has extensive experience with the implementation and use of the Trapeze PASS system.

1.5. IT Manager

, IT Manager
is MV's proposed IT manager for the MACS-OCC. Currently serving as
special projects manager for MV, has supported MV's use of the Trapeze PASS
system for the MetroAccess OCC. applies his skills and experience to a variety of
management, administrative, operational and IT related activities. He joined MV in 2010
and provides high-level oversight of all IT activities and products.







Prior to joining MV, served as the director of projects

Here he ensured that all projects are properly staffed and managed and are completed on schedule and within budget while delivering the highest standards of quality. managed all personnel connected with each implementation, including project managers, technical product specialists, project engineers and others. He balanced high-level oversight of all projects with direct, hands-on involvement with individual projects when his broad experience and technical skills are called upon is also charged with maintaining the goodwill of customers by ensuring timely delivery of systems that meet their requirements and expectations. The also shared in the responsibility for the financial management of the including preparation of budgets, sales proposals, contract negotiations along with profit and loss accountability.

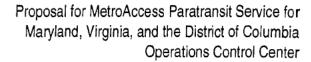
Prior to assuming his current position, was a senior project manager who specialized in implementations of fixed route and paratransit solutions. His duties included assisting with contract development and contract reviews, performing operational reviews, and developing timelines and training programs. He also held responsibility for scheduling project implementations, coordinating company resources, managing implementation specialists and technical product specialists and providing guidance through to the completion of each project.

has worked on large sites including: Atlanta, Baltimore, Boston, Chicago, Cleveland, Detroit, Hartford, Jamaica, Las Vegas, Miami, Milwaukee, Minneapolis, New Orleans, Orange County, Philadelphia, Portland, San Diego, Seattle, St Louis, Tampa and Vancouver, BC.

From 1988 to 1998, worked with an analysis as manager, information systems and program research and as a transportation analyst. His responsibilities included supporting all hardware and software applications for the Transit Plus program; providing all statistical analysis and program research, analytical trend analysis and budgetary support; preparing RFPs, RFBs and sole source procurement documentation and contracts; managing a small professional staff and various temporary employees.

has a B.A. in Political Science from the University of Wisconsin – Whitewater and M.S. Urban Planning (Transportation Emphasis) from the University of Wisconsin – Milwaukee he has additional continuing education credits earned in various transportation/computer courses at the University of Wisconsin – Milwaukee and professional educational centers.







IT Ma	anager
RFP Requirement	Qualification
Bachelor's degree in IT-related discipline or five	has a Bachelor of Arts in political
(5) years of progressive, related experience in	science, and a Master of Science in
applications implementation, support, and	Urban Planning - Transportation.
training.	
Experience with transportation-related	worked for the
applications, especially Trapeze PASS, is	for 11 years as director of projects
required.	and project manager. He managed
	multiple products, including
	for clients at more than 100
	properties in North America, and provided
1 la addition to comprise on with Transport BACC	training in the F nd related products.
1. In addition to experience with Trapeze PASS,	has experience with Crystal
also Crystal Reports, SQL Query Analyzer, SQL database management, Microsoft Office	Reports, SQL Query Analyzer, SQL database management, Microsoft Office
Professional applications, MCSE.	Professional applications. He is proficient
2. Proficient in support of all Windows desktop	in support of all Windows desktop OS-
OS- XP, Vista, Windows 7	XP, Vista, Windows 7, and in support of
3. Proficient in support of Windows Server 2003	Windows Server 2003, Citrix MetaFrame
& 2008 Active Directory	Presentation Server.
4. Proficient in support of Citrix MetaFrame	has remote support tools experience
Presentation Server	with Kaseya, Remote Desktop,
5. Remote support tools experience (Kaseya,	DameWare, PCAnywhere, and has
Remote Desktop, DameWare, PCAnywhere)	WAN/VPN experience.
6. Firewall administration experience (Cisco)	His experience also includes Microsoft
7. WAN/VPN experience (Cisco, Juniper)	SQL2000/2005 database management
8. Microsoft SQL2000/2005 database	and query writing, Telecom System
management & query writing	administrative support, network
9. Experience in Telecom System administrative	administration, and database
support	management.
10. Experience in network administration	
11. Experience in database management	

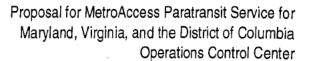
1.6. Training Manager

		, Traini	ng I	Manager					
	is N	<u>IV's prop</u> c	sed t	raining mar	ager for th	ne MACS-C	DCC. A f	ormer emp	oloyee
of the		for n	nore t	than 11 yea	rs,	held the 1	coles of to	echnical pr	oduct
specialist,	project	manager,	and	paratransit	operation	manager.	During	his tenure	with









trained countless users in op	perations, including reservations
dispatching, and scheduling. He understands the system	in place at the MACS-OCC and
will effectively train MV's team in best practices, as well as	s MV and WMATA policy for th
MetroAccess system.	
currently works as a senior project manager for	
managing the installation of transit technology.	He has direct experience with
paratransit operations, as a former operations manager	for

resume is provided following this CDRL section.

	Training Manager
5 years supervisory experience with large urban ADA paratransit services	has a broad range of experience. He has two years of direct supervisory experience from his assignment with paratransit. He also has 11 years of supervisory experience as paratransit operation manager with which included overseeing the use of h varying roles in paratransit operations. Among the more than 50 sites at which he trained, implemented, and support the team's use of the product, worked at 1,000 vehicles) in the (1,200 vehicles), and 350 vehicles).
3 years with call center activities	Since 1999, has supported call centers in the use of Trapeze products, including implementing systems and providing training in their use; this experience is directly relevant to his proposed role as training manager.
7 years (total) experience in public transportation	has worked within the transportation industry for 15 years, holding either direct oversight of a transportation operation or supporting the use of Trapeze in paratransit operations across the United States.
Bachelor's degree or 5 additional years of public transportation experience.	With more than 15 years of transportation experience, meets this requirement.

1.7. Administrative Support Manager

The administrative	support team is	overseen by	, administrative support
manager, and inclu	ıdes	, controller;	, human resources manager;
and	, human resource	es generalist/recruiter.	







, Administrative Support Manager is MV's proposed administrative support manager for the MACS-OCC. She brings 20 years of transportation-related experience to this role, along with a strong background in human resources, Trapeze, and paratransit operations. joined MV in 2004 as a special projects manager. She has managed paratransit and commuter services in has completed an HR Management Certification program from University of Phoenix and has a SPHR (Senior Professional in Human Resources) certification through Regis University. In her current role as regional human resources manager, supports division management teams within her region on a wide range of employment issues including performance management, coaching and counseling, and training and development. She works with regional vice presidents to promote positive employee relations and ensures compliance with company policies. Prior to her current role, was MV's general manager of the Metro Mobility paratransit services in Colorado Springs, Colorado, where she oversaw system performance, customer service complaints/commendations, employee relations, safety, hiring, discipline, and ensured compliance with all local, county, state and federal guidelines. her transportation career as an implementation specialist for Trapeze Software Group, giving her insight into passenger needs, the requirements of a transit service and MDT has also worked as a district manager responsible for over 450 technology. employees and 300 vehicles for public operations throughout Arizona and New Mexico.

	Administrative Support Manager
FIFP Requirement	Qualification
Five years of management experience, preferably in the transit industry	has 13 years of direct experience managing transportation services, including five years as general manager of MV's Colorado Springs paratransit operation, three years as district manager of one year as transit planner for three years as call center manager for operation, and one year as paratransit manager for operation in

resume is provided following this CDRL section.







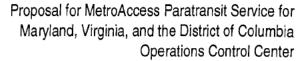
	dministrative Support Manager
RFP Requirement	Qualification
Expertise in human resources and accounting	has been MV's regional human resource manager since 2009. Her previous experience as general manager includes accounting responsibilities as well as experience using Trapeze billing reports.
Bachelor's degree or five additional years of public transit experience	13 years of direct transportation management and 20 total years of experience in the transportation industry encompasses the five years and five additional years required as substitution for a bachelor's degree.
Proficiency of Trapeze PASS is required, and a detailed knowledge is desired.	worked for the san implementation specialist for four years and has detailed knowledge of the PASS product, having installed and trained personnel in its use at 15 locations across the United States.

Administrative Support Department

, Controller	
is MV's proposed controller for Service Delivery. Currently serving as director of accounting for MV's MetroAccess contract, brings to his role a strong background in accounting and finance.	
joined MV's WMATA team as senior accountant in 2010, and was promoted to the role of controller later that year. As controller, achieved cost savings by reducing accounts receivable interest expenses, accounting department overtime, reducing payroll discrepancies, and the implementation of other cost controls.	
Due to skill level, MV was able to combine the positions of payroll manager, controller, and director of accounting into his current role as director of accounting in 2012, resulting in improved efficiency and cost savings for MV and WMATA. As director of accounting, oversees the payroll, reconciliation, billing audit, no-show, and accounting departments at the MACS-OCC, and the overall accounting and finances of MV's operation. He performs financial trend reporting in order to identify potential cost savings and inefficiencies, is the liaison for external auditors, and works with MV executives to provide analysis and updates as needed.	
began his career as a finance intern with and held positions with and	
before joining MV as a staff accountant in 2010.	





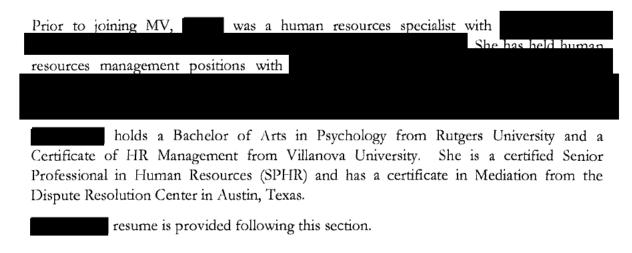


holds a Masters of Accountancy and a Bachelor of Business Administration in Accounting from the University of Iowa. He is a certified public accountant. resume is provided following this section. l, Human Resources Manager is MV's human resources manager for the MACS-OCC. She joined MV's team in her current role in 2010. has been a valuable asset to MV in its employee relations efforts; the addition of an on-site HR representative has contributed to MV's improved retention rates. Her efforts have included the implementation of employee recognition programs and standardizing MV's management approach to employees to confirm that each receives the same, fair treatment. Under her guidance, MV has significantly reduced the amount of claims and settlements regarding wrongful terminations. established an employee wellness committee, and saved the company \$16K by correctly interpreting language in the collective bargaining agreement regarding holiday pay. facilitates the Selection for Success program for managers interviewing candidates for employment, coordinates MV's Employee Wellness Program, and manages the Company's open door hotline, responding to employee complaints and concerns. Prior to joining MV's MetroAccess team, was the human resources manager for 12 years. She began her career in 1981 as a human resource technician with holds an Applied Associates of Arts, Business Administration, from Howard Community College, and certificates in Human Resources Management from Society for Human Resource Management and Prince Georges Community College. resume is provided following this section. , Human Resources Generalist/Recruiter brings 14 years of human resources experience to MV's MACS-OCC team, and currently serves as human resources generalist for MV's MetroAccess brokerage. In this role, she works in all areas of human resources for MV's MetroAccess operation, including performance management, selection and placement, progressive discipline, records management, HRIS data entry, and recognition and retention programs. She conducts employee relations investigations and provides formal, written responses to corporate legal counsel as needed, and assists MV's managers with responding to Union grievances and other facets of labor relations. joined MV's MetroAccess team in 2010.









1.8. Office of Eligibility Certification (ELIG) Support

This team will be staffed by Diamond Transportation (DTS).

i. ELIG Office Receptionist

MV will subcontract with DTS to provide one (1) ELIG office receptionist. This person is responsible for welcoming customers to the office, answering phones, and administrative support to WMATA's ELIG staff. This person also assists with coordinating the ingress and egress of customers to/from the ELIG office.

ii. ELIG Reservations Coordinator

MV will subcontract with DTS to provide two (2) ELIG reservations coordinators. This position is responsible for contacting customers by phone, ensuring they are scheduled for their appointments, and providing information about transportation to and from the ELIG office. The reservations coordinators greet customers as they arrive for their appointments and escort them to the ELIG assessors. They assist the ELIG team in updating files and other tasks as needed.

MV will also provide an eligibility clerk to support this position.

iii. ELIG Dispatch Support

MV will subcontract with DTS to provide one (1) dispatch support position. This position works with the MACS-OCC scheduling team to create the next day's schedule for pickups and drop-offs. This position also assists with greeting customers and assisting them on-site as necessary.

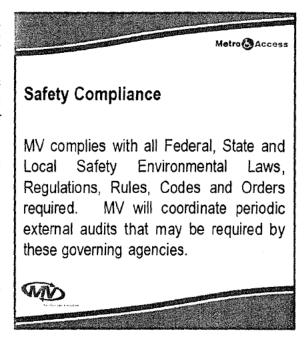






MV's MACS-OCC employees shall dress in a manner that is consistent with internal and external service requirements of MV business objectives. Employees are responsible for ensuring that their attire projects a positive image to the public of MV and WMATA, and shall dress appropriately and professionally for the type of job/work that is being performed. Employees are representing MV and WMATA, and therefore this policy applies not only to the work area, but also to the entire building premises.

Supervisors, managers, directors, or designees are directly responsible for the application and enforcement of this policy



and the avoidance of inappropriate employee attire within their individual areas of responsibility.

This policy applies to all employees who work at the MACS-OCC, including regular full time employees, regular part time employees, temporary employees, contingent workers and interns.

MV's dress code includes the following standards:

- MV Uniform: Hourly employees will wear a white oxford shirt with the MetroAccess emblem on the right shoulder will be provided to the employee for use in the MACS-OCC. All shirts must be kept in good condition. Shirt tails are required to be tucked in at all times when in uniform, regardless of location or duty. Shirts with square bottom are not required to be tucked in.
- Professional Clothing: Managers will wear professional clothing styles that are clean, pressed and neat, present a professional image and are appropriate for the day's job activities. Professional clothing typically includes slacks, sweaters, collared shirts, blouses, skirts and loafers paired with the appropriate accessories. Solid color slacks/trousers are to be full length. Shorts, capris, or denim are not acceptable on any occasion. Skirts may be substituted for slacks by women provided that the hem is knee length. Polish-able shoes, dark colored belts, and socks are to be worn. Shoes for men must be closed toe. Flip flops and slippers are not acceptable.







- Hair: Hair is to be kept clean and managed. Hats, "do-rags," and scarves are not accepted unless for religious purposes or to honor cultural traditions only.
- Inappropriate Attire MV's handbook outlines what is and is not appropriate for work attire.

Corporate Support to MetroAccess: Executive Vice President – Risk Management

provides executive level management over MV's liability claims, workers' compensation claims, insurance, and other risk management related activities. His more than 20 years of risk management experience, offers MV clients the confidence that their passengers and assets are appropriately protected. His scope of supervision also includes MV's deployment of on-board video systems in more than five thousand vehicles nationwide.

Under direction, MV's Risk Management Department has recorded and monitored over 4,380 incidents; handled over 575 employee injuries (Workers' Compensation claims); and handled over 1,270 third-party incidents (Liability claims) as a result of MV's WMATA operations. 94% of the Work Comp claims and 94% of the Liability claims have already been handled/settled to conclusion. Sixty of the Liability claims resulted in litigation. MV properly accepted tender on all matters. MV has or is in the process of defending WMATA on all litigated matters, with the matters either concluded or is in the process of being concluded.

joined MV in 2005 and since that time has implemented programs that minimize risk, improve accountability, and prevent loss. He has worked with MV's Bridges Committee, a group of general managers representing MV's field force, to put in place systems to eliminate risk and improve the overall health and safety of each of the company's operating locations.

prior background includes ten years' experience in the commercial insurance industry, with underwriting and claims management responsibilities over large fleet accounts; and six years' experience as a dedicated risk manager for entities with large fleets.

has a Bachelor of Business Administration Degree from Washburn University, Topeka, Kansas; an Associate in Risk Management Designation; and post-graduate certifications in Workers' Compensation, Safety and Compliance, Insurance Rating, Property and Casualty Claims, Contract Compliance, Underwriting, and Quality.







2.1. Staffing Analysis

MV's staffing plan is based on the company's history and experience managing the MACS-OCC. Over the past contract term, MV has worked in partnership with WMATA, to meet the staffing requirements of each contract modification. Over time this has led to the approximate addition of 25-30 percent staff within the call center.

MV respectfully requests that WMATA considers the first-hand experience with which MV's has staffed its proposal, and the company's commitment to maintaining a fully-staffed, well-tenured call center for the MetroAccess Passenger.

MV's proposal for the next contract term provides for the current employees retaining their current wage scale and seniority steps as outlined in the Collective Bargaining agreement. To provide further cost reductions going forward, MV will compensate all new reservationists at the Living Wage Ordinance (LWO) as they are hired. These new reservationists that are governed by the LWO will receive the Authority paid CPI increases each year. Due to the uncertainly of the impact of the Affordable Health Care Act on subsequent LWOs, MV has not applied any benefit credit towards pay rates, and has outlined the company contributions (in addition to the hourly rate) in the benefits description in this proposal.

Scheduling

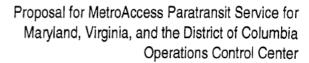
MV plans to have eight (8) schedulers to cover seven (7) days a week. MV's proposed schedule is based on the busiest days of the week, as follows:

- All eight (8) schedulers will work on Tuesday preparing the schedules for the busiest day, Wednesday
- Seven (7) schedulers will be on staff for Monday, Wednesday and Thursday
- Friday, Saturday and Sunday will have fewer staff scheduled

With this staffing level, each scheduler will focus on approximately 75 routes each. This will allow them to review each route individually to address issues that may arise with automated trip scheduling.

Lead Scheduler will oversee the day to day operations of the staff and will lead the daily batching process. He will also verify that each scheduler has personally







reviewed each individual route and determined it is properly scheduled to achieve maximum productivity while still meeting on-time goals.

One scheduler will be assigned to work exclusively with subscription rides. This person will also ensure compliance with WMATA subscription policies, looking for passengers with excessive cancelations who no longer qualify for a subscription ride. He/she will also look at the demand trip report to identify passengers who frequently travel to/from the same location who may be better served with a subscription ride.

Schedulers will be assigned to different geographic regions and providers:

- Washington, DC typically 2 schedulers
- Virginia typically 1 scheduler
- Prince George's County, MD typically 2 scheduler
- Montgomery County, MD typically 1 scheduler

On heavy trip volume days, the additional schedulers will help coordinate flex routes, taxi trips and fine tuning productivity and on-time performance.

The scheduling manager (will typically work Monday through Friday. His daily start time will be 10 a.m. so he can be available for meetings with other departments, as well as QA, service delivery and WMATA staff. He will stay into the evening with his team to ensure the schedules are set for the following day. The scheduling manager will routinely audit and monitor the team's weekend performance and will be on call 24/7 to respond to urgent issues.

Dispatchers/WMR Agents

MV has worked over the past six years to fine tune the duties and ratios of dispatchers needed for the proper oversight of the dispatch department. As described in CDRL MACS-OCC-1:4, Dispatch, MV has proposed to redesign the dispatch department in to teams. This is an evolution and progression of the various changes MV has made over the years.

To determine the number of dispatchers needed, MV reviewed the following metrics:

Where's My Ride Calls (WMR): Reviews of historical data and direct experience operating MetroAccess are driving its analysis. MV has determined that it takes 2.45 minutes to fully process a WMR call. This includes both the talk time and hold time while the WMR agent is contacting the driver. Typically, about 55% of the agent's total time is spent on the phone. MV used propriety staffing models to develop daily and weekly staffing needs by hour of the day. MV managers will build work shifts around these hourly needs.





- Route pullouts: It takes significant time for a dispatcher to complete the route pullout process in Trapeze. MV's historical operational reviews have determined that a strong dispatcher can process 15 route pullouts per half hour period; therefore during peak pullout times in the morning and mid-day, MV has staffed additional dispatchers to cover this workload.
- Total routes in service: MV's projected dispatch staffing levels include one dispatcher for every 35 routes in service at any given half hour period. This number was derived from several years of refinement and testing, taking into account the unique service demands of MetroAccess and operational challenges in the Washington, DC Metro area, as well as the functionality of Trapeze and Mentor technology.

The overall staffing needs by half hour are the result of the number of agents needed for WMR, plus Route pullouts, plus total routes in service.

MONDAY
Time (30 Minute Period)
Call Volume
Pullouts
Concurrent Runs (dedicated)
Productivity (Calls Per Agent)
Suggested disp (calc)
Suggested Agents (WMR Call volume)
Suggested Agents (Reservations)
Suggested Agents (Total)
Overall Agents Scheduled
Dispatch agents
WMR agents
Reservations agents
Maximum Seats Avail.

Lunches

Switch to 60 minute lunch after this many hours: 9.5								Highlight unused shifts (Y/N): Clock-in offset:								5 Clockout offset: 0											
[0:05	0.30	1:00	1:30	2:00	2:30	3:00	3:30	4:00	4:30	5:00	5:30	6:00	6:30	7:00	7:30	8:00	8:30	9:00	9:30	10:00	10:30	11:00	11:30	12:00	12:30	13:00
Į	4	5	4	3	3	1	8	14	17	23	40	35	39	44	44	53	66	90	81	90	80	88	75	75	64	65	75
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[30	23	18	9	7	5	20	42	78	131	190	265	333	264	442	476	490	489	489	489	489	499	500	498	488	488	484
[5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5,5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5,5	5.5	5.5	5.5	5.5
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Dispatch Supervisors and Managers

MV has determined that a dispatch supervisor is needed to oversee each of the geographically-based teams of dispatchers. This results in a ratio of one supervisor for each four to six dispatchers. These low ratios ensure that dispatch supervisors are able to provide direct hands on support and coaching to each dispatcher. This ratio also minimizes the wait time for passenger incidents that require supervisor involvement.

MV has proposed four full time dispatch managers to ensure there will always be a manager on duty 24/7/365. This will ensure immediate response to any issue that may arise. MV has developed "hand-off" procedures to ensure a smooth transition between shifts and confirm that directives from the general manager are communicated to the entire department. Once a week, all four managers will meet with the general manager as well as the reservations, scheduling, training, admin and IT managers to set the goals for the next week.







Reservationist

MV has consistently met reservations hold time goals for the past several years, this extensive experience lead to the development of its proposed staffing levels. MV has reviewed phone call data by 30-minute increments to determine the appropriate staffing levels. MV's proprietary modeling tool looks at both average talk time and amount of direct time spent on the phone. For purposes of this proposal, MV has based its staffing on an average talk time of 6.2 minutes. Based on historical averages, the reservationists actively talk to passengers 55% of the time during off-peak period and 67% of the time during the peak period of 3 p.m. to 4:30 p.m. After MV determines the number of reservationists needed each hour, the management team coverts these in to daily and weekly employee work schedules.

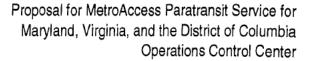
CURRENT CALL LENGTH TARGET: Peak Prod Off-Peak							6.2 minutes			STAFF SCHEDULED AT 55% PROD 08:00-14:59, AND 67% PROD 15:00-16:30							
CURRENT PPRODUCTIMTY	TARG	ΕT	0.67	0.55						MON	TUES		15:00 טכ THURS	-16:30 FRI	SAT	SUN	
CALL VOLUME BY HOUR		-						Tue-Fri	TTL Talk								
Reservations	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Avg	Hours	Agents	Agents	Agents	Agents	Agents	Agents	Agents	
8:00:00 AM	106	80	75	81	81	53	47	84	15.5	40	30	28	30	30	20	18	
8:30:00 AM	103	91	79	78	77.8	58	40	81	14.9	39	34	30	29	29	22	15	
9:00:00 AM	124	102	96	93	91.8	71	56	95	17.5	47	38	36	35	34	27	21	
9:30:00 AM	121	108	100	106	101.4	72	57	104	19.0	46	40	37	40	38	27	21	
10:00:00 AM	137	115	102	105	104.6	82	63	106	19.5	52	43	38	39	39	31	24	
10:30:00 AM	139	125	93	103	100	67	61	105	19.3	52	47	35	39	38	25	23	
11:00:00 AM	129	97	98	94	99	83	62	97	17.8	49	36	37	35	37	31	23	
11:30:00 AM	130	113	100	89	93.2	78	79	99	18.1	49	42	38	34	35	29	30	
12:00:00 PM	117	113	95	94	93.8	73	70	99	18.1	44	42	36	35	35	27	26	
12:30:00 PM	135	118	97	97	97.8	76	83	102	18.8	51	44	36	36	37	29	31	
1:00:00 PM	132	121	105	99	102	89	87	107	19.6	50	46	40	37	38	33	33	
1:30:00 PM	150	116	115	116	116.4	85	89	116	21.2	56	44	43	43	44	32	34	
2:00:00 PM	152	140	134	136	136.6	92	94	137	25.1	57	53	50	51	51	35	35	
2:30:00 PM	163	149	150	130	137.2	102	106	141	25.9	61	56	56	49	52	38	40	
3:00:00 PM	199	166	153	158	156	105	110	158	29.0	61	51	47	49	48	32	34	
3:30:00 PM	212	193	171	171	171.2	123	121	176	32.3	65	60	53	53	53	38	37	
4:00:00 PM	209	209	191	200	201.6	139	139	200	36.7	64	64	59	62	62	43	43	
4:30:00 PM	54	53	55	54	53.6	46	41	54	9.9	17	16	17	17	17	14	13	
•	2510	2206	2006	2000	2015	1494	1404	2062	378.0								

Reservationist Supervisors and Managers

MV has proposed two full time reservations supervisors. This will ensure that there is always at least one supervisor on duty during all hours of the department, seven days per week. It also allows for two supervisors for peak days/times.







MV has proposed a full time reservations manager, . Her primary duties will be ensuring the department is meeting strategic goals set by WMATA and the MV general manager. The manager will be available to meet with WMATA and QA staff during normal business hours and will audit weekend activities. She will be available 24/7 to assist with urgent issues.

2.2. Staff Job Descriptions

General Manager

The general manager is the daily operational liaison between MV and WMATA. This person is MV's field representative and WMATA's advocate. This person must embody the spirit of MetroAccess and work in partnership with WMATA, the service delivery contractors, QA contractor, MV's corporate support personnel, and the riding community to realize the mission and vision of WMATA.

This person is responsible for the safe and high quality operation of the MACS-OCC. This responsibility encompasses all efforts defined within the scope of work, including safety, training, personnel oversight, operating performance, data collection, reporting, community relations, budgeting, accounting and finance, adherence to policy and procedure, and more.

It is of utmost importance that the general manager and WMATA representatives have a productive and meaningful working relationship. As such, MV will accommodate WMATA's requests relating to personnel changes pursuant to this contract.

MV's general manager meets with WMATA staff often to provide updates on service quality, performance numbers, possible trends, and/or other statistics requested. In order to improve the ongoing education and training of its management team, MV requests that general managers attend periodic conference calls, training sessions, as well as regional and national meetings hosted by MV's support team.

Within the general manager's responsibility is the oversight of all reservations, scheduling, and dispatch operations. He works closely with MV's management and supervisor teams to confirm service is high quality.

This manager is proficient in the Trapeze system and monitors service using all available tools, which help identify areas of concern before they become a service problem.







Assistant General Manager

The assistant general manager oversees the safe and efficient operation of daily service, in compliance with WMATA policy and in conformance with MV standard operating procedures. This person has oversight responsibility for all dispatchers, reservationists, schedulers, managers, and supervisors. The assistant general manager coaches and counsels employees, administering progressive discipline when needed.

The assistant general manager reviews all logs and paperwork from the dispatch department, and ensures all operator and supervisor shifts are covered. He works closely with the dispatch, scheduling, and reservations teams to confirm vehicle operators are properly supported. This individual works to monitor service and make sure it is delivered on time and meets the expectations of the passengers.

The assistant general manager holds responsibilities in the complaint investigation process, serving as an additional liaison to passengers, clients, and community members. He may be asked to represent MV in community meetings, coordinate events with local charities, and/or organize volunteer efforts from the local operation.

Training Manager

The training manager oversees the training-related activities of the MACS-OCC for the reservations, WMR, dispatch, scheduling, and internal quality assurance staff. He is responsible for establishing the schedule and curriculum for ongoing training activities, including refresher and retraining, and maintains all training documentation for employees as required.

He is responsible for the preparation for and compliance with all audits performed by regulatory agencies, WMATA, and the QA contractor. The training manager is responsible for the creation and maintenance of an overall culture of safety at MV's location.

Administrative Support Manager

The administrative support manager oversees personnel-related functions of the MACS-OCC, including hiring/termination and other human resources functions, payroll, accounts payable/receivable, and reporting requirements. This person also administers MV's FTA Drug and Alcohol prevention program.







Human Resources Manager

The human resources manager serves as the EEO officer for the location and handles all reporting and documentation required by MV, WMATA, and all participating regulatory agencies. They have overall responsibility for the compliance of MV's local team with all applicable law and regulations. The human resources manager also works with Union leadership to resolve any issues that may arise. This person provides guidance to MV's management team relative to progressive discipline actions.

The human resources manager works closely with MV's corporate director of human resources, and MV's senior vice president of human resources, in administering all HR actions.

HR Generalist/Recruiter

The human resources generalist supports the human resources manager in the oversight of all HR activities. This person is responsible for the processing of benefits enrollments, resolving eligibility and enrollment issues, and providing first level contact for the resolution of any claims problems. This person handles any status changes, FML, medical leaves, Qualified Medical Child Support Orders, and manage the open enrollment process locally. This position coordinates with MV's corporate benefits team to ensure proper delivery of all benefits offerings. They are the employees' contact for all benefits related activities.

The human resources generalist assists in other administrative areas of the operation as assigned, including report compilation and production, as well as personnel file management and recruiting coordination.

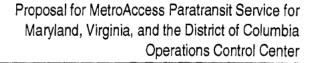
HR Administrative Assistant

The HR administrative assistant will support the human resources team in clerical and administrative functions as needed. This position assists in the preparation of reports and assists with the upkeep of personnel files and tracking employee attendance and training records.

Controller

The controller oversees all accounting functions including general accounting, accounts payable, accounts receivable, and payroll. This position is responsible for all budgeting and finance activities, including equipment procurements/purchases in







conjunction with the purchasing agent. He oversees fare collection and reconciliation procedures.

Billing Auditor

This position is responsible for auditing trip inconsistencies, and reviews vehicle AVL, Trapeze data, and vehicle operator manifests to ensure consistency. This person makes final determinations regarding changes to Trapeze, including no-show, cancel-at-door, or other trip statuses, and arrive/depart times. The billing auditor also reviews taxi trip information for accuracy.

Payroll Clerk

The payroll clerk is responsible for the timely completion of payroll processing related duties. They also support accounting functions to include timely processing of the monthly invoice, as well as all accounts payable and accounts receivable.

IT Manager

The IT manager is responsible for the ongoing management of all information technology and communications equipment. This includes management of all technology, including application servers, enterprise applications, domain/user maintenance, networking components, telecommunications infrastructure, proprietary and nonproprietary applications, and desktop support, as required by the RFP. This individual is MV's primary liaison to all IT equipment/service vendors, the QA and service delivery contractors' IT staff, the MV corporate IT support team, and WMATA's IT team. The IT manager will coordinate closely with the general manager to ensure proper support of the system, 24/7/365.

IT Administrator

The IT administrator is responsible for the ongoing management of all information technology and communications equipment, including all support operations for the entire MetroAccess system. This includes management of the local area network, all local workstations, and troubleshooting and repair of all MetroAccess systems and on-board equipment. This individual is MV's primary liaison to the service delivery contractors' and QA contractor's IT support team, the MV corporate IT support team, and WMATA. The IT administrator will coordinate closely with WMATA IT to ensure proper support of the system.







This team, comprising an internal customer service/QA manager and a two support personnel, is responsible for coordinating with the QA contractor to investigate and resolve complaints, and follow up on TAP evaluations.

ELIG Support Team

Please refer to section 1.8, Office of Eligibility Certification (ELIG) Support, for descriptions of the ELIG dispatch support, reservations coordinator, and receptionist positions.

Reservations Manager

The reservations manager oversees all reservations activities, including customer service delivery and call quality. This person ensures that reservationists adhere to WMATA-approved scripts in order to keep call times to a minimum, and monitors call hold times.

Reservations Supervisor

The reservations supervisor is responsible for monitoring and supporting the reservations team during reservations hours, ensuring that the reservationists are courteous, resolving any issues, and handling calls that must be escalated.

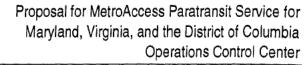
Reservationist

The reservationist is primarily responsible for answering calls and interacting with customers who are booking trips. This position is responsible for trip request intake using the Trapeze system and scheduling those trips at the time of the call.

Reservationists provide superior customer service and must remain professional, patient, and responsive at all times. They must be proficient in the use of Trapeze and maximize its use to minimize call time duration, and as a result shorten hold times.

The reservationist processes trip requests for both demand and subscription service. When necessary, they will negotiate trip times as permitted by the ADA, and as allowed by WMATA/MetroAccess policy.









Dispatch managers are on duty 24 hours a day, overseeing the dispatch and WMR teams. They are charged with ensuring clear and effective communication with the service delivery contractors' vehicle operators, window dispatchers, and yard supervisors. These managers oversee all dispatching activities, including trip movement, no-show processing, accident/incident management, and coordination with service delivery contractors.

Dispatch Supervisor

The dispatch supervisor manages the smaller dispatch teams assigned to jurisdictions (described in CDRL MACS-OCC-1:4, *Dispatch*). This position ensures that his/her team of four dispatchers works together to direct on-street service in compliance with WMATA/MetroAccess requirements, and handles issues that must be escalated to a supervisor.

Dispatcher and WMR Agent

The dispatcher directs all on road operations that occur from the daily pull out to return to yard. This position coordinates with vehicle operators while in service in order to monitor operations status, mitigate delays, and assist in resolving service disruptions.

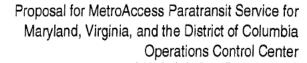
Dispatchers have responsibilities in the supervision of operators – they manage report times, vehicle assignments, distribution of bulletins and other information. They are also trained in reasonable suspicion and are responsible for assessing fitness for duty.

This position acts in compliance with the WMATA/MetroAccess policies in accordance with MV operating procedures. They monitor service delivery via radio and MDT throughout the service day, working closely with operators and road supervisors to efficiently respond to service needs, including accidents and on board emergencies.

The dispatcher coordinates with the service delivery contractor(s) to cover a route in the event that an operator does not report on time.

Within the dispatch team is the function of the Where's My Ride (WMR) agents, who answer incoming calls from MetroAccess customers with inquiries regarding the arrival time of their ride. This position uses Trapeze and AVL data to track the location of vehicle operators on route, gauge their adherence to the schedule, and determine their ETA, and provide information to the caller as appropriate. The WMR agent also manages same-day trip cancellations and handles calls regarding other same-day trip issues.







For a detailed description of each dispatcher's role within the dispatch team, please refer to section CDRL MACS-OCC-1:4, *Dispatch*.

Scheduling Manager

The scheduling manager directs the daily functions of the scheduling team. The scheduling manager manages subscriptions, oversees schedule optimization, and ensures that all routes for the next day are productive, attainable, comply with operators' hours-in-service requirements, and that they meet the service delivery contractors' service needs and support WMATA's goals. This position participates in run cut activities, performs forecasting and analysis, and makes recommendations to WMATA for adjustments to Trapeze parameters.

Lead Scheduler

The lead scheduler performs the duties of a scheduler, plus the additional duties of supervising the scheduling team on weekends or shifts when the scheduling manager is not on duty.

Scheduler

The scheduler is a valued member of MV's call center and is responsible for optimizing service requests so that trips are routed in a way that maximizes on time performance and meets customer expectations. This position must be proficient in the Trapeze software and its best use practices.

Schedulers create initial routes in Trapeze and then make manual adjustments for improved performance. They interact regularly with the dispatchers and reservationist to obtain feedback on system performance.

Other duties include evaluating and making recommendations regarding Trapeze templates, and managing subscription schedules.

3. Minimizing Turnover

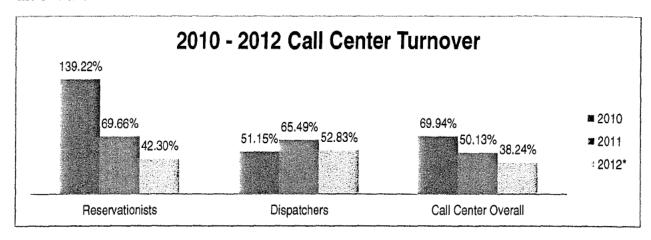
MV understands the importance of retaining a qualified team. Reduced turnover results in greater quality of service, levels of collective experience, and morale. Further, a high retention rate minimizes the costs associated with the loss and rehiring of personnel, which include costs related to overtime, added shifts, advertising, reviewing job applications, background screening and drug testing, training, and lost productivity.



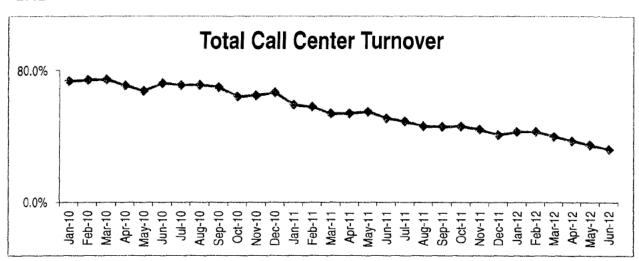


Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia

MV is proud of its improved record of retention in the MACS-OCC since 2010, as demonstrated in the charts below.



*2012 YTD



MV has employed a number of strategies to reduce turnover in its operation of the MACS-OCC, including:

Selection for Success: Managers receive focused training in effective and thorough selection techniques. proprietary program, "Selection for Success," emphasizes the importance of hiring the right candidate to fill a position, and that by doing so, managers can minimize the need to replace

Internal Promotions

MV is committed to promoting from within, which is demonstrated by the internal promotion of many of its supervisors and managers.





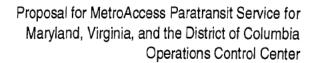


Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

unqualified candidates. The Selection for Success program has helped MV's MACS-OCC managers effectively screen applicants.

- Training: One of MV's most effective screening tools is its training program; once candidates have passed the interview and screening processes and are chosen for employment with MV, it becomes clear during the training process whether their abilities are a good match for their roles. A large percentage of terminations and job abandonment for probationary employees (those in their first 90 days of employment with MV) occur during this period.
- On-Site Human Resources Support: With such a large team performing tasks critical to the delivery of WMATA's MetroAccess services, it became apparent that a dedicated human resources manager was necessary to facilitate positive employee relations.
- Coaching and Counseling: MV's management team is diligent to monitor employee performance and provide continuous feedback.
- Continued education: Ongoing training improves job attractiveness, keeps employees motivated and engaged, and demonstrates MV's willingness to invest in its employees. MV provides on-the-job training, offers a number of continued training opportunities via web-based packages, hosts companywide training classes, and encourages employees to obtain new certifications.
 - In January of 2012, proposed dispatch manager, implemented a leadership seminar for department managers and assistant managers. Together, they go through a book about management techniques pertinent to their positions in the OCC.
 - Reservationists and dispatchers undergo assessments at 45 and 75 days after employment.
 They receive refresher skills training based on the evaluations they receive at these intervals.
 - In early 2012, all MACS-OCC employees participated in a "Walk a Mile in my Shoes" program to increase their understanding of MetroAccess passengers' needs and to increase passenger sensitivity. Employees rode the MetroAccess vehicles to local ARC centers and spent time with the participants there to get a better sense of the customers they assist on the phone and for whom WMATA provides these vital services.
 - MV hosts weekly campaigns to improve productivity, closing the gap between scheduled productivity and actual productivity.
- Opportunities for promotion: MV is committed to promoting from within and will maximize
 those opportunity as much as possible. The human resources team conducts meetings to
 inform employees of current job openings and to establish career paths for internal promotions.
- Employee recognition programs: Employees that demonstrate proficiency in their jobs, and those that set the standard for exemplary performance are rewarded in employee recognition programs. MV has implemented "on the spot" awards to recognize specific achievements,







along with an employee of the month award. MV also holds luncheons to show its appreciation for its team.

Employee Wellness

On July 25, 2012, MV "kicked-off" its first official "H.E.A.L Wellness Fair" at the OCC in Hyattsville, MD. The turnout was a great success! MV partnered with Kaiser Permanente who brought a medical team on site to conduct Cholesterol, Glucose, Blood Pressure and Body Mass Index (BMI) screenings. After receiving their results, employees met with a health counselor who provided guidance for healthy life style. Kaiser gave away tchotchkes and fruit and MV's Wellness Committee distributed water bottles and raffled off gift cards.

MV will continue hosting its series of H.E.A.L. at each of its MetroAccess operating bases throughout the summer of 2012.

4. Handling Work Slowdown or Stoppage Situations

MV Transportation and its subsidiaries have a long history of being labor cooperative, and view its union relationships as mutually beneficial partnerships. MV's Labor Relations team has decades of combined experience, and each member bargains between six and twelve labor agreements each year – many of which are with the Amalgamated Transit Union (ATU).

MV's employs several ex-union officials on its labor team; this team fully understands the process required to bargain an initial CBA and to then interpret and enforce such in a reasonable and consistent manner.

The company addresses labor relations from a strategic, results oriented position – with the goal of achieving maximum operational flexibility and profitability, while maintaining a positive working environment for its bargained employees and their authorized bargaining agents. This approach firmly rests on the relationships that exist (or are developed) between the affected local union leadership and MV's labor team.

Trust, integrity, attention to detail, a passion for problem solving, and a sincere desire to achieve a win-win result are all integral approaches that MV brings to the table.

MV's labor strategies are driven by a sense of reasonableness, fairness, and consistent compliance with the labor agreement as negotiated. This integrity-driven philosophy of performance and reasonableness extends from initial bargaining, to dealing with the day to day issues and grievances which arise within any work group. MV's policy of reasonableness and fairness does not interfere with the holding of standards and holding personnel accountable.







Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

Work Stoppage Contingency

Please see the confidential documents included in a separate sealed envelope in the pocket of this proposal binder for MV's Work stoppage contingency section.

Corporate Support to MetroAccess: , VP of Labor Relations
A Senior Executive in Labor Relations, possesses an established expertise in multi-unit unionized environments with an emphasis on the ability to analyze, strategize, implement and direct complex plans of action toward an organization's long term labor objectives. An accomplished negotiator, has successfully completed over 75 CBAs during his professional tenure. has served as Lead Negotiator in different industries including transportation, food processing and packaging plants, freight and manufacturing bargaining experience has culminated in his being the architect and lead negotiator for the first National Master Agreement between the Teamsters Union and a transit company.
has consistently assisted and advised MV's local Operations and HR functions in an effort to standardize MV's process and response to issues as they arise – grievance or otherwise. works collaboratively with MV's outside counsel in order to assist with Unfair Labor Practice charges and arbitrations.
As the Vice President of Labor Relations for MV Transportation, currently serves as the advisor to the MV Executive Team, providing and implementing company labor strategies to include interpretation of and compliance with CBAs, applicable laws, regulations, and investigative and disciplinary procedures. leads the MV Transportation Labor Relations team of four professionals and is responsible for LR function company-wide. In this capacity, he regularly works with the leadership from a number of Unions, including the Amalgamated Transit Union, International Association of Machinist and Aerospace Workers, International Brotherhood of Teamsters, Transport Workers Union and Communication Workers of America.
Prior to joining MV Transportation, served for eleven years as the President and Chief Negotiator for Teamsters Local Union #822 in Norfolk, VA. In this capacity, he was responsible for negotiating the CBA's for/with companies such as UPS, Titan America, and Pepsi.
During this time, he also served as the Principal Executive Officer for Joint Council #83, which is the statewide governing body for the Teamsters, and was also appointed as Trustee to a six-member Board that administers a Taft-Hartley fund. This Board was responsible for administering health and welfare and pension benefits for over 8,000 participants and held assets of approximately \$500M.







MV's compensation plan, including proposed benefits, is based on the continuation of union representation of the call center workforce. MV, along with all bidders who intend on hiring 50 percent of the existing staff, will recognize the ATU local 1764 as the bargaining representative for all full-time and regular part- time radio dispatchers, schedulers and reservationists based in Hyattsville.

In addition to the hourly compensation and safety incentive program awards, full time employees (35+ scheduled hours per week) will receive the following benefits.

- Recruiting Bonus: \$100 for recruiting another employee who stays over 90 days with no customer complaints and attendance infractions.
- Vacation Pay: MV will honor all existing drivers' level of vacation. Employees new to the system will receive 40 hours after one (1) year, with the amount increasing as seniority is gained to 80 hours

after 5 years and 120 hours after 10 years

"As the president of ATU Local 1764 it gives me great pleasure in endorsing MV Transportation as a contractor for WMATA to provide Para-Transit service in and throughout the Washington Metropolitan area.

... On behalf of the ATU we thank you for your leadership and desire to work with us for the betterment of not only hard working employees of MV Transportation, but for the precious cargo that ride Metro Access vehicles.

President - Business Agent A.T.U. Local1764

- Medical, Vision and Dental Insurance: MV will provide medical and dental insurance to full time employees. Each plan has dependent coverage available. Current employees with medical insurance will have no waiting period to avoid disruption in coverage. Please see the medical rates below.
- Life Insurance: A \$5,000 life insurance benefit is provided all full-time employees
- Holiday Pay: Seven paid holidays will be offered for full time employees after their probation has been completed.
- 401 (k): All employees are eligible to participate in MV's 401(k) retirement program MV has priced for the impending National Health Care Mandate as noticed in the steep increase of health care budgeted for 2014.







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Full Time Non-Exempt Medical

2013 Employee Cost	2013 Employer Cost	2014 NHC EE	2014 NHC MV
\$236.91	\$235.00	\$228.40	\$342.61

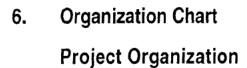
Full Time Exempt Medical

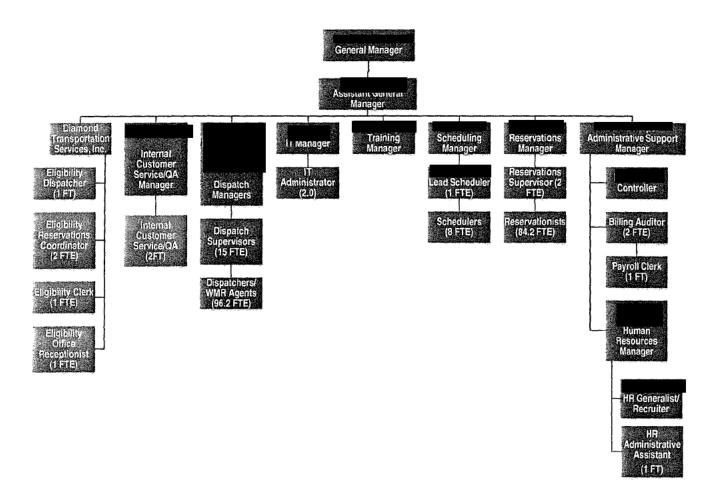
2013 Employee Cost	2013 Employer Cost	2014 NHC EE	2014 NHC MV
\$132.13	\$339.78	\$228.40	\$342.61

Recognition Award
In July of 2012, MV established the Recognition Award. The award honors MV's long-time employee House
The Recognition Award recognizes employees within MV's WMATA contract who exemplify the professional standard set forth by . Award recipients must demonstrate excellent customer service, enthusiasm, dedication, a "can do" attitude, and the utmost professionalism. All nominee(s) selected by MV's management team will be submitted to WMATA for approval.















Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

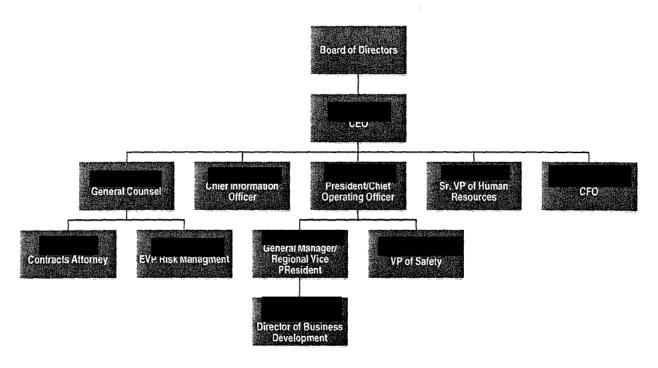
Position	Full-Time	Part- Time	FTE
General Manager	1	0	1
Assistant General Manager	1	0	1
Controller	1	0	1
Payroll Clerk	1	0	1
Billing Auditor	2	0	2
Reservations Manager	1	0	1
Reservations Supervisor	2	0	2
Reservationists	83	2	84.2
Dispatch Manager	4	0	4
Dispatch Supervisors	15	0	15
Dispatchers/WMR Agents	95	2	96.2
Scheduling Manager	1	0	1
Lead Scheduler	1 1	0	1
Schedulers	8	0	8
IT Manager	1	0	1
IT Administrators	2	0	2
Training Manager	1	0	1
Administrative Support Manager	1	0	1
HR Manager	1	0	1
HR Generalist/Recruiter	1	0	1
Customer Service /Internal QA Manager	1	0	1
Customer Service Staff (Diamond Transportation Services, Inc.)	2	0	2
Eligibility Dispatcher (Diamond Transportation Services, Inc.)	1	0	1
Eligibility Reservations Coordinator (Diamond Transportation Services, Inc.)	2	0	2
Eligibility Clerk (Diamond Transportation Services, Inc.)	1	0	1
Eligibility Office Receptionist (Diamond Transportation Services, Inc.)	1	0	1











About MV Transportation: Experience Record

The MV Story – an American Success

MV Transportation, Inc. and its subsidiaries have been providing transportation services for 56 years. MV's subsidiary company, Vallejo Citizens Transit Corporation (VCTC), began in 1956, when community leaders formed VCTC in an effort to preserve the City of Vallejo's fixed route service.

Just across the San Francisco bay, in 1975, formed an agreement with the City of San Francisco to provide transportation to persons with disabilities. They acquired three vans and pioneered transportation of persons with disabilities fifteen years in advance of the historic passing of the American with Disabilities Act into law in 1990.

Over the next two decades the company grew from a local bay area company to a national multimodal transportation provider. In 2005, MV acquired a controlling interest in VCTC, and added this organization's rich history to its own.







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"MV is a true American success story. Through dedication to our passengers, our clients and our employees, MV has grown to be the largest United States-owned transportation management company in the nation. Our people and our dedication to serve truly make us different." —

Today the company remains the nation's largest American-owned passenger transportation company. The MV name represents MV Transportation, Inc. and its affiliates.

MV's History with WMATA

MV was awarded a contract to manage both call center and service delivery operations for the MetroAccess Service. As part of its proposal to operate the service, MV partnered with Trapeze and Mentor to meet WMATA's clear expectations in realizing a highly efficient, well-coordinated, technology focused and data driven service.

The transition period was not easy. When the previous providers terminated their contracts early, MV was asked to accelerate its transition and step into its contractor role faster than



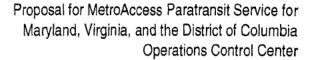
planned. Among the many challenges MV had to overcome during this period, the team inherited copious amounts of incorrect or incomplete passenger data, including incorrect addresses. Additionally, MV was required to hire and train an entirely new staff in the OCC. Together, MV and WMATA worked through these challenges and have, year over year, improved both the quality and the amount of service provided by MetroAccess.

Over the past six years, trip volumes have fluctuated dramatically, and MV has demonstrated its ability to efficiently scale service up and down, depending on the need. Always seeking new and innovative ways to improve productivity, MV has proven its dedication in this area, with 2012 improvements reaching 10 percent.

The implementation of the Trapeze enterprise introduced passengers to new flexibility and ease in trip booking, trip conformation, and trip changes. The deployment of the PASS-WEB and PASS-IVR modules transformed the MetroAccess service into a state-of-the-art paratransit service. Additional deployments of EZ Pay and flex scheduling procedures further enhanced the ease and accessibility of this service.







Over the past contract term MV has also worked closely with the Accessibility Advisory Committee (AAC), who reinforces, refocuses, and prioritizes service objectives for MV's team. The collaborative effort between the AAC, MV, and WMATA is reflected in MetroAccess' successful performance.

When WMATA initiated its door-to-door service in 2008, MV worked side by side with the ACC and WMATA staff to educate riders and ensure service parameters were understood by all. These efforts included creating a collaborative instructional video about the new service. In 2009, when President Obama vowed to make the inauguration events the most open and accessible in history, MV worked with WMATA to provide service among unprecedented traffic congestion and excessive strain on WMATA's transit infrastructure.

Despite these successes, MV still faced ongoing challenges in identifying and maintaining the right manager of the MetroAccess service. In 2010 MV brought on as its MetroAccess vice president/general manager. had previously served as the company's vice president for its contract with Microsoft Corporation, and had continuously demonstrated unprecedented skill in managing high-profile, high-demand, technology-driven demand response service. Under leadership, MV's service performance has reached an all-time high, with on time performance consistently meeting or surpassing 92 percent, improving productivity, superior safety performance, and the lowest customer complaint levels on MV's record in D.C.

These efforts mark MV's commitment not just as a contractor, but as a community partner who is vested in the success of the overall transit system. With the understanding that its operations must mirror WMATA's overall strategic initiatives and performance goals, MV has put WMATA-approved procedures in place for MetroAccess which parallel WMATA's fixed route and rail systems. This includes, but is not limited to reaffirmations of building and living a safety culture, with increased attention and management relating to fatigue issues.

Safety campaigns, incentive programs, retraining and coaching initiatives, and detailed statistical analyses are some of the primary contributors to MV's success in reducing injuries and accidents. Additionally, MV's successful completion of third party audits of the MetroAccess fleet along with coordinated safety promotion between the OCC and dispatch, have further validated MV's safety program offers a 360° approach to safety management.

In closing, MV is confident that its experience operating the MetroAccess service demonstrates its clear qualifications to continue as a WMATA contractor. With the summer 2012 release of the MetroAccess RFP, MV is proud to report that customer satisfaction, on-time performance, and safety performance is at an all-time high. MV is well positioned to continue its successful operation of service, in partnership with WMATA staff.







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Company Size and Statistics (As of August 2012)

Number of Employees: 16,860

Number of Vehicles: 9,290

2011 Annual Revenue

\$828,991

(000s):

Number of Contracts: 201

Number of Clients: 171

Number of Locations: 137 (27 states, Washington DC, British Columbia, Newfoundland

and Labrador, and Saudi Arabia)

Failure to Complete a

Contract:

In no case has MV had a contract terminated for default, or been

assessed liquidated damages as a result of the failure to complete a

contract within the specified time.

Concerns for Which Work is Performed

MV offers effective solutions in passenger transportation to cities, counties, transit agencies and private companies. Its breadth of experience encompasses fixed route, flex route, shuttle service, commuter service, as well as disabled transportation/paratransit, demand response, brokerage and call center service, and non-emergency Medicaid transportation (NEMT/NET). Most of MV's operations include the provision of ancillary services including bus maintenance, trip reservations and scheduling/call center, operator training, transit technology and support, facility management and maintenance, among many other services common to transit contracts.

Paratransit Experience

Operating more demand-based, reservation-based transportation than any other company, MV coordinates transportation services for multiple agencies and passenger groups in a manner that maximizes resources and controls costs. The company manages more than 100 demand-based transportation services programs across North America, serving diverse metropolitan areas such as Orlando, FL; Los Angeles, CA; New York, NY; Baltimore, MD; Phoenix, AZ; Fairfax, VA; Anchorage, AK; Cincinnati, OH; Vancouver, British Columbia; and of course, Washington, D.C.





Customer Profile

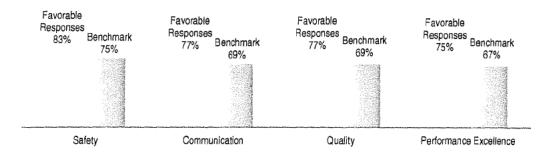
MV and its affiliates contract with cities, counties, special-purpose districts (both chartered and governmental), federal agencies, as well as private companies to provide customer-focused passenger transportation services. The company's history of satisfied customers and solid financial backing demonstrates its reliability and stability as a strong corporate partner. Further, the organization's dedication to serving the transportation needs of individual communities is evident in its operations and manifests in a myriad of functional approaches that promote customer care, leverage new technologies, recognize best practices, and control operating costs.

While each of MV's customers differ in size, service mode, scope, fleet composition, and operating environment, each trust MV to provide safe, reliable, professional transit service.

Employee Driven Excellence

In 2011, MV Transportation, Inc. initiated a semi-annual Engagement Survey to measure employee morale and monitor the consistency of company values and priorities throughout the organization. Facilitated by Kenexa, an independent research firm, the confidential survey was made available via a secure web portal to MV's 15,545 employees, with an initial response rate of 50 percent. Surveys were presented in both English and Spanish language options, and were based on a 5-point scale ("strongly disagree" to "strongly agree").

Percentage of favorable survey ratings (does not include "neutral")

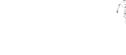


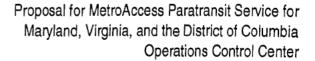
Employee responses gave the highest favorable ratings to the company's performance on **Safety, Communication, Quality** and **Performance Excellence**. MV employee responses for these top priorities were more favorable than the transportation industry benchmark by 8%.

MV strives to ensure that each and every MV employee – from front line staff to the chief executive officer – makes safety the top priority. This survey confirmed that safety, along with the company's other core values, are well integrated across the organization.









MV is committed to conducting this survey every six months in an effort to identify all opportunities to maintain and improve these performance indicators.

Success and Accolades

MV has been recognized by industry associations, community organizations, and businesses across the North America for its successful operations. Notably, the company was selected as the 2011 Corporate Citizen of the Year by the Conference of Minority Transportation Officials (COMTO). MV also received the prestigious MSVP Quality Excellence Award for the Microsoft Corporation for its shuttle work in Redmond, Washington. MV has been listed on INC Magazine's List of America's Fastest Growing Companies and remained on Black Enterprise Magazine's B.E. 100 list for eight consecutive years.

About MV's Board of Directors

Since becoming MV Transportation's CEO in August 2011, has been committed to the continuous improvement of MV's MetroAccess contract and, most importantly, the safe and reliable transportation services it provides to its clients every day. By making safety his #1 priority, MV has continued to meet WMATA's safety contractual goals. believes in having a direct, open and responsive relationship with the client and looks forward to his continued partnership with WMATA. In his role as CEO, has focused on keeping MV committed to the delivery of world-class passenger transportation service by building

the delivery of world-class passenger transportation service by building upon the strength and values of MV's 35 year foundation.

believes MV's success is directly tied to the success of its customers, and appreciates the partnership he experiences with WMATA in meeting all of the challenges of the MetroAccess operation.

has met directly with MV's local supervisory team to discuss his concerns regarding customer service complaints and to determine the quickest and most efficient way to remedy passenger's worries about service.

has nearly 35 years of consulting, management, and executive leadership experience and comes to MV from PricewaterhouseCoopers LLP. Throughout his 15 years here he was the global and U.S. managing partner for Capital Projects and Infrastructure practice and co-leader of the Global Government practice.







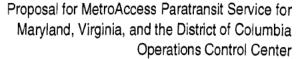
Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

	was a partner of	providing management and	
	areas of restructuring management and corp	porate turnarounds.	
also is the author of which is used in	business school courses and has been transla	ted into five languages.	
CHAIRMAN OF	THE BOARD		
	is the chairman of MV's bo chief executive officer. In his 30+ year car greatly to the passenger transportation ind transportation possess his resume, qualificat	reer, has contributed ustry. Few leaders in public	
	From 1999 through 2008, serior serior officer. Under his direction and lead considerably – from \$25M to more than acquisition or merger – and transformed from Area company to a national industry leader.	\$450 million without major om a local San Francisco Bay	
has been instrumental in a number of MV's contract awards, including the Company's work with the Washington Metropolitan Area Transportation Authority, New York City Transit, and the Central Florida Regional Transportation Authority in Orlando, Florida. A leader in paratransit management, guiding philosophy remains that "we must treat passengers with the dignity and respect that reminds each and every person that they are the reason MV is in business."			
, Founder/Own	ER, DIRECTOR		
majority shareholder. He directors, and has served to	der of MV Transportation, Inc. and remains le is a member of the company's board two terms as Chief Executive Officer, from to 1975 through 1999, and again from 2008 ur	of he	
has remained steadfast. UMV transformed from a aggressive competitor in thas consistently challenged	owth and execution of the company's missingled and astute business acume family-owned mom and pop business to the ever-changing transportation industry. If MV's executive leadership team to surpass widing excellent service to both clients a	en, an He its	

An entrepreneur at heart and an architect in spirit, wision of building a quality and customer focused company that also offers MV's clients a cost-effective solution to their







is the visionary who transformed transportation

transportation needs has been realized. Tole on the company's Board of Directors assures corporate governance that is consistent with not only this vision, but effectively meets the changing dynamics of public transportation and its operating environment.

Throughout MV's existence, it has not been uncommon to find in one of the company's many divisions greeting drivers during their 4 a.m. pullouts, dispatching routes dressed in a driver's uniform, motivating employees to achieve their performance goals, or meeting with passengers to assure them MV is always ready to serve their transportation needs.

FOUNDER/OWNER, DIRECTOR

contracting with the founding of MV Transportation. She remains a majority owner of the company, a member of MV's Board of Directors, and a fierce defender of disability rights.

commitment to serving individuals with disabilities, as well as giving back to her community, is fueled by an unwavering drive to improve the quality of life for those most in need. MV's motto, "we provide freedom" reflects her story, and captures the spirit with which

Beginning as MV's first vehicle operator, dispatcher, road supervisor, manager, and community liaison, exemplifies all that MV represents – a commitment to professional development for employees and dedication to providing the best service possible to MV's clients and riders. She has travelled the roads – literally and metaphorically – that each of MV's 12,000 employees travels each day, and has never forgotten what it takes to serve the passenger community.

she leads the organization.

Instrumental in MV's historic volunteer efforts during Hurricane Katrina, spearheaded the company's caravan to disaster stricken New Orleans in 2005. Under leadership, MV sent 52 vehicles and more than 100 personnel to assist in rescue and recovery operations for more than 2 months. While there, the MV team established shuttles between New Orleans and Baton Rouge for hospital patients to three of the city's functioning hospitals, and transported military personnel and residents to various parts of the state. Shortly thereafter, established the Freedom of Mobility Foundation, a charitable branch of the company with the ongoing goal to increase access to transportation for persons with disabilities and seniors.

is a member of several organizations, but finds her greatest joy in helping others through her many philanthropic endeavors, including her annual contributions to organizations such as Lighthouse For the Blind, the National Multiple Sclerosis Society, CASA (Court Appointed Special Advocates for Children), Centers for Independent Living, the National Coalition of 100 Black Women, Inc. and many others.



SBLPP LETTERS OF INTENT

August 2, 2012

MV Transportation

Dear

Diamond Transportation Services, Inc. (DTS) is a twenty-eight (28) year old company established to provide transportation management services in the Washington Metropolitan area. DTS is a current MetroAccess provider and has a thorough knowledge of the MetroAccess system.

Please accept this proposal to provide a total of 6 positions in the Operations Control Center (OCC) for the new bid. Four (4) staff members for the WMATA Eligibility Certification Office Support positions and two (2) Quality Assurance Specialists (phone assessments and recommendation of corrective action to Control Center Managers and investigate and respond to customer service complaints from the Quality Assurance vendor and keep track of open complaints.)

Please accept this letter as our intent to provide staffing for the Operations Call Center as follows:

1. Staffing Level: Six(6) full time Supervisors

Current Pay Levels: \$16.00 per hour
 Labor Overhead: 32% of payroll
 Corporate Overhead: 6.45% of payroll

5. Profit: 5% of payroll

DTS is currently registered in the Small Business & Local Preference Program. We look forward to working with MV Transportation on this important project.

Respectfully Submitted.

Diamond Transportation



July 27, 2012

Director of Business Development, Washington D.C. Metro Area MV Transportation 6505 Belcrest Road, Ste. 502 Hyattsville, MD 20782

Dear

I acknowledge that SIMON & SIMON Research and Associates, Inc. is identified by name as a participant in the proposal entitled MetroAccess Paratransit Service for Maryland, Virginia, and District of Columbia, RFP No. CQ12169/KAM. The firm intends to carry out all responsibilities as identified for SIMON & SIMON Research and Associates, Inc. in this proposal and interested in continuing to conduct business with MV Transportation.

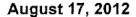
I understand that the extent and justification of participation as stated in this proposal will be considered during the review, in determining the merits of this proposal. In addition, I am interested in being kept abreast of any modifications related to this proposal and RFP.

Sincerely,









MV Transportation 6505 Belcrest Rd. Suite 502 Hyattsville, MD 20782

Re: RFP No. CQ12169/KAM-MetroAccess Paratransit Service for Maryland, Virginia, and District of Columbia

To whom it may concern:

S. L. King Technologies, Inc. is pleased to submit this letter of confirmation to provide Professional Consulting Services as a sub-consultant to MV Transportation for the above referenced project.

Should you have any questions or concerns, feel free to contact our office.

Sincerely,

Vice President of Business Development

CC:

Chairman and CEO



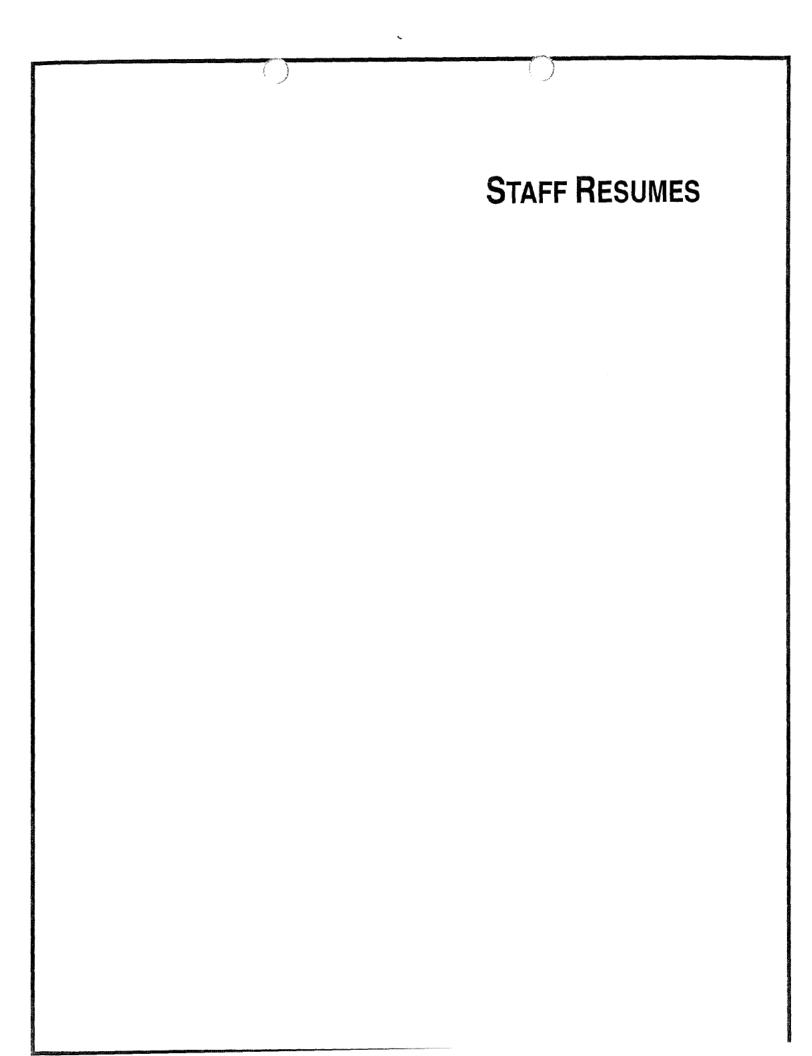
6505 Belcrest Rd. Suite 502 Hyattsville, MD 20782

RFP No. CQ12169/KAM-MetroAccess Paratransit Service for Maryland, Virginia, and District of Columbia.

Dear

I am pleased to inform you that Hanover Uniform Company would like to continue to do business with MV Transportation in the new contract in Maryland, Virginia, and the District of Columbia.

Sincerely, /



Leland Petersen

General Manager

Mr. Leland Petersen is MV's General Manager for the WMATA MetroAccess Paratransit Services – MACS-OCC.

Summary of Qualifications

Paratransit Management

- More than 15 years' experience in paratransit supervision and management with operations as large as 600 vehicles and 2,000 employees
- Experience in supervising and managing a diverse operator workforce to meet the unique challenges of paratransit work
- Experience training operators in both ADA requirements and paratransit passenger sensitivity
- Developed, implemented, and managed driver shift bids to match changing patterns of passenger demand to ensure that driver shifts balance the needs of the employees and the passengers

Information Technology

- Four years' experience in Local Area Network (LAN)
- Trapeze Transit Software:
 - Certification from Trapeze Software on PASS paratransit product, 275+ hours of hands-on training
 - System Administrator, Operations Training, System Setup and Customization, Extensive use of advanced user functions including: template creation and maintenance, customizing system and user properties
 - Four years' experience as System Administrator
- Microsoft Windows NT 4.0: Networking Courses 803-Administering NT 4.0; 922-NT 4.0 Core Technologies; 689-NT 4.0 Server in the Enterprise
- One-year experience as LAN Network Administrator
- Novell Networking Courses: 1105-Hardware; 1106-Operating Systems; 1400-Network+
- Microsoft Office: Advanced training on Excel, Word, Access, Outlook and PowerPoint including database design and administration, spreadsheet linking, formula design and modeling, and the creation of custom decision-support models and forecasts

Experience

Project Manager/Regional Vice President, MV Transportation, Inc. (Washington, DC Metro Area) 2005 to 2009

- Supervise seven paratransit garages, 600 vehicles, and over 2,000 employees for MetroAccess paratransit service
- Ensure that contract performance goals in safety, on-time performance, call center hold times, and productivity are met
- Ensure that corporate profitability, client expectations, vehicle and employee safety goals are met
- Manage \$100M+ annual operating budget
- Reduced fatigue related safety incidents by 84%
- Reduced passenger complaint by 55%

Leland Petersen

General Manager

Regional Vice President, MV Transportation, Inc. (Western US) 2006 to 2009

- Managed \$40M+ annual operating budget
- Supervised seven general managers and more than 1,000 employees in region
- Ensured business contracts were retained at target margins
- Ensured corporate profitability, client expectations, vehicle and employee safety goals are met

General Manager, MV Transportation, Inc. (Redmond, WA) 2005 to 2006

- Managed all aspects of a 225-vehicle fixed route and demand response transportation system for the Microsoft Corporate Campus
- Managed \$25M annual operating budget and staff of 300 employees
- Led MV to success resulting in two-time receipt of Microsoft Quality Excellence Award

Operations Manager, MV Transportation, Inc. (Jacksonville, FL) 2002 to 2005

- Managed daily operations of Jacksonville Transportation Authority's Connexion Service, providing more than 2,000 trips a day for Medicaid, Transportation Disadvantaged, ADA, and private services
- Oversaw accounting, IT, scheduling, dispatch, reservations, customer service, maintenance, and quality assurance departments
- Increased passengers per hour from 1.4 to over 1.9
- Improved on-time performance from below 60% to over 85%
- Monitored subcontracted provider contract compliance
- Drafted revision of the JTA Connexion rider's guide distributed to the community
- Oversaw Medicaid billing and reconciliation processes

IT Special Projects Manager, MV Transportation, Inc. (East Region) 2001 to 2002

- Corporate-level support for MV Trapeze contract sites
- Perform operational reviews, software/hardware troubleshooting, and system settings review
- Setup and configuration including: run definition, system parameters and weights, service standards and local jurisdiction policies and procedures, development of run templates, report customization and manifest design
- Development of training program and schedule for staff (supervisors, schedulers, dispatchers, customer service, and reservations)
- Operational reviews to improve vehicle productivity and staff operational efficiency.

MIS Manager/Call Center Operations Manager, Laidlaw Transit Services (El Cajon, CA) 2000 to 2001

 Daily operations management for reservations call center, radio dispatch, and passenger scheduling departments

Leland Petersen

General Manager

- Increased passengers per hour from 1.4 to over 2.0, 97% on-time performance
- Designed and implemented policies and procedures for data collection and reporting mechanism for the preparation of operations, compliance, and billing reports
- Windows NT LAN administrator and Trapeze system administrator
- Served as representative on San Diego Accessible Services Advisory Committee (ASAC)

Various Positions including: operator, dispatcher, road/operations supervisor, Laidlaw Transit Services (Irvine, CA) 1996 to 2000

- Oversaw scheduling of more than 2000 trips per day
- Responsible for shift scheduling and attendance tracking for more than 200 drivers
- Cross-trained in payroll, human resources, applicant screening, data-entry, record keeping, radio dispatch, and accident investigation
- Three years' experience as a first and second-line driver supervisor/operations supervisor

Education

University of Phoenix, Jacksonville, FL Campus

Master of Science in Computer Information Systems

Pepperdine University, Graziadio School of Business

 B.S. Degree in Management, with an emphasis on quantitative analysis and financial analysis (Magna Cum Laude)

Coastline College

A.A. Degree in Business Administration (with Honors)

Training, Associations and Awards

- Orange County Transportation Authority Para-Transit Operator Training, Class B Commercial Driver's License
- California Designated Subjects Teaching Credential
- California Basic Educational Skills Test (CBEST) Permanent Passing Status
- Leadership Seminar/Evaluation, Pepperdine University
- Student Council, Coastline College
- Editor Student Newspaper, Golden West College
- Dean's Merit Scholarship, Pepperdine University
- President's Scholarship, Coastline College

Assistant General Manager

is MV's proposed Assistant General Manager for the WMATA MetroAccess Paratransit Services – MACS-OCC.

Experience

MV Transportation, Inc. 2009 – Present

Director of Operations, 2012 - Present (Hyattsville, MD)

- Hold responsibility for call center and on-street operations of WMATA MetroAccess brokerage, comprising dedicated and non-dedicated providers, taxi providers, and MV operations bases
- Oversee safety and efficiency of daily service in compliance with contractual obligations, and MV and WMATA policy

Special Projects Manager, 2011 – 2012 (Baltimore, MD)

- Conducted version-specific review of system, parameters, and data validation exercises
- Evaluated existing operations
- Customized parameter and violation sets for reservations, scheduling and dispatching
- Made recommendations on service improvements
- Worked with MTA staff to ensure compliance with guidelines

Director of Safety and Training, 2011 (Hyattsville, MD)

- Accountable for the safety and training programs for WMATA MetroAccess brokerage, comprising three MV locations, four dedicated subcontractors, and several non-dedicated subcontractors
- Improved DriveCam coaching effectiveness throughout the brokerage by setting minimum expectations and holding departments accountable
- Implemented a minimum standard of 80% coaching effectiveness
- Managed safety program, including safety campaigns, retraining, conference calls, and meetings, resulting in improved AFR and PAFR

Assistant Project Manager, 2009 – 2011 (Hyattsville, MD)

- Controlled the daily operations of MetroAccess service, in compliance with the policies of WMATA and MV company procedures
- Held responsibility for performance of call center and on-street operations, including personnel management, safety, training, payroll, purchasing, contract administration, productivity, and oversight of subcontracted providers

Director of Corporate Operations, 06/2008 to 02/2009

- Charged with expanding operations of freight forwarder company, responsible for domestic operations, pricing, vendor management, regulatory compliance, and contract negotiation and review
- Implemented new operating platform (CargoWise), saving more than \$90,000 through effective negotiation with vendor

Assistant General Manager (Continued)

- Assisted in creating and implementing new operational procedures for both company-owned offices and franchise locations
- Restructured claims department and introduced clear risk management procedures, resulting in a 62.5% insurance premium reduction
- Renegotiated company insurance programs and implemented measures to reduce potential rate increases

1998 - 2008

Vice President of Administration, 2005 - 2008

- Administered restructure of all domestic operations through technology, process changes and extensive office training
- Spearheaded the implementation of \$1.5 million in technology upgrades which led to increased productivity and more effective dispatching
- Supervised company safety program for drivers
- Served as the ISO management representative responsible for the audit process to identify and correct underproducing facilities and set forth corrective measures
- Originated company-wide sales orientation program, educating new sales personnel on negotiation tactics and effective presentation style
- Achieved cost savings of over \$600,000 through new automated billing procedures and training
- Achieved cost savings of over \$750,000 by negotiating vendor contracts

Manager of Administration, 2003 – 2005

- Managed corporate claims department, as well as overseeing real estate, contracts and negotiations, compliance for cargo freight company
- Held responsibility for company safety program, including training, file audits, and safety recognition
- Implemented corrective measures resulting in decreased cargo insurance risk, preventing cargo insurance policy termination
- Increased worldwide coverage over three years while lowering overall program costs over 70%
- Created and implemented company C-TPAT; FAST; PIP; CBSA and BASC programs
- Received the Star Award for overall excellent performance

District Manager, 2000 - 2003

- Held responsibility for \$6M international operation encompassing sales, warehouse, and operations personnel
- Managed OSHA reporting and accident prevention meetings, implemented safety awareness and training programs, resulting in reductions in accidents and insurance costs
- Achieved profitability within 18 months of establishing operation, leading sales team to award for highest gross revenue, company-wide
- Established market share of over 3% in first year of operations

Operations Supervisor/Manager, 2000

- Held responsibility for safe operations of personnel and vehicle operators for \$1.5M warehouse and freight operation, including safety meetings, training, and implementing safe loading and unloading procedures
- Increased profit margins in excess of 7% through standardization of billing practices and staff training

Assistant General Manager (Continued)

Customer Service, 1998 (Customer Service, 1998)

Education and Training

University of Toronto, Ontario, Canada

- Master of Arts Degree
- President of Near Eastern Graduate Students Association
- Chairman of Near Eastern Graduate Students Symposiums

Brock University – St. Catherine's, Ontario, Canada

- Bachelor of Arts Degree, with Honors
- Vice President of Brock University Archaeology Society
- Chairman of the Brock University Archaeological Society Symposiums
- Editor of the Brock University Archaeological Society Student Journals

Certifications

- Metro Incident and Injury Investigation
- Motor Fleet Safety Basics
- Managing Motor Fleet Safety Programs
- Member of NATMI

Scheduling Manager

is MV's proposed Scheduling Manager for the WMATA MetroAccess Paratransit Services – MACS-

OCC.

Experience

General Manager, MV Transportation, Inc. (Alachua County CTC) 2009 – Present

- Effectively manage customer relations through both direct contact and outreach programs
- Oversee vehicle maintenance plan and ensure fleet availability to meet service requirements
- Oversee safety and training programs, plans and processes to ensure compliance with company, contract and regulatory requirements
- Maintain client contact routinely to ensure MV meets or exceeds expectations
- Conduct periodic departmental audits
- Perform daily, weekly and monthly review of key operational metrics
- All location financial metrics are managed continuously, exceptions are reported and action plans are developed to ensure the location meets its financial, safety and operational expectations
- Successfully completed triennial compliance reviews performed by FDOT (April 2011); FLCTD (July 2011) and Drug and Alcohol FTA (August 2011)

Accounting Manager, MV Transportation, Inc. (Alachua County CTC) 2008 – 2009

- Ensured accuracy of preliminary and final financial statements, prepared journal entries to make corrections to ensure that an accurate picture of local finances is available, prepare projections as required by local, regional and corporate management for forecasting purposes
- Processed payroll for all employees including garnishments, taxes, and relevant fare deductions on biweekly basis to ensure that all employees are paid accurately for their working hours
- Completed daily and weekly reports for operations/general manager review to ensure that hours and payroll are within budgeted amounts for service provided
- Acted as guardian of petty cash and funds, submit regular petty cash reimbursement requests and expense reimbursement requests as necessary on behalf of other management staff
- Submitted PCNs for all new hires and job/wage changes in the appropriate time frame to ensure accurate payroll and employee records at corporate
- Provided purchasing assistance to local management staff
- Managed staff, with direct responsibility for customer service, reservations and payroll departments

Operations Manager, MV Transportation, Inc. (Jacksonville, FL) 2005 – 2008

- Managed staff with direct responsibility for daily operation of service
- Responsible for ensuring all departments operated at full efficiency and met performance standards
- Implemented new scheduling techniques which increased on-time performance to over 90% in the paratransit system

Scheduling Manager (continued)

- Responsible for ensuring high levels of customer service to passengers and client
- Tracked all complaints/compliments to ensure proper follow up
- Monitored all vehicle accidents/incidents and in service vehicle failures to ensure proper response and follow up
- Oversaw dispatch activities and radio communications with drivers
- Reported all operational standards, including on-time performance to general manager daily
- Counseled and/or disciplined employees, with appropriate verbal and written follow up within company and contract guidelines

Call Center Manager, MV Transportation, Inc. (Orlando, FL) 2004 – 2005

- Held responsibility for the day-to-day operation of the scheduling and reservations departments
- Decreased average telephone on-hold time to less than 2 minutes after 45 days in this position
- Improved customer satisfaction

Scheduling Manager, MV Transportation, Inc. (Orlando, FL) 2003 – 2004

 Held responsibility for the daily operation of the scheduling department in the Call Center for Access Lynx paratransit service

Scheduling Supervisor, Tulsa Transit Authority (Tulsa, OK) 2000 – 2003

 Achieved cost savings to Authority through improved productivity – increased passengers per hour from 1.2 to 2.0 on lift vans and from 2.0 to 3.0 on dedicated sedans

Scheduler, 2000	
Validation Clerk, 1999	I
Reservationist 1998 – 1999	
Bus Driver Aid 1996 – 1998	
Training	

Trapeze Software

Scheduling Manager (continued)

Awards

Winner of the 2011 Commission for the Transportation Disadvantaged Safety Award

Dispatch Manager

is MV's proposed Dispatch Manager for the WMATA MetroAccess Paratransit Services – MACS-

OCC.

Summary of Qualifications

Software Applications

- Trapeze
- StrataGen
- Microsoft Office Suite
- Microsoft Project
- Software development, beta testing, customer installations, software upgrades, and implementation checkout/acceptance testing activities

Experience

Director, Operation Control Center, MV Transportation, Inc. (Washington, D.C.) 2010 to Present

- Oversee 130-person team performing reservations, scheduling, and dispatch functions for 650-vehicle WMATA MetroAccess operation, delivering approximately 8,500 daily trips
- Reorganized management structure in call center, adding additional levels of supervision and dedicating supervisors to each base operation to ensure efficient dispatching, and assigning assistant managers for day and night shifts to support managers by assuming administrative duties
- Worked with WMATA staff to develop standard operating procedures for call center, streamlining and consolidating existing policies and procedures
- Developed leadership program for managers and supervisors
- Successfully met WMATA's on time performance standards for past 13 months

Director, 2008 to 2010

- Directed management oversight and contract administration of one of the nation's largest ADA/paratransit bus system, providing more than 13,000 trips daily
- Recognized by executive management for leadership in ensuring contractual and regulatory compliance by contracted providers
- Ensured contracted providers met key performance indicators and directly and immediately addressed issues
 that could impact service or harm
- Worked with suburban and urban rider committees to address and resolve concerns
- Member of acquisition community responsible for the review, assessment, and selection of prime contractor for the combined ADA/Paratransit Call Center for

Dispatch Manager (Continued)

Various Positions 2001 to 2008

General Manager, Call Center

- Hired to repair and expand underperforming call center
- Created and deployed phased-in approach to providing call support to all regions in completing the transition within seven months
- Grew team from 18 to 70 to accommodate increase in call volume
- Replaced antiquated third party reservations system with Stratagen system in only five months, including developing transition plan and training materials
- Planned and directed the relocation of call center in less than 96 hours, with no interruption of services
- Expanded and upgraded telephone system in an effort to modernize call center and increase productivity
- Assisted in establishing call center standards, techniques, and key performance indicators based on customer feedback, developing a timeline to provide improvement, and then reporting such achievements back to the customers
- Assisted with establishing call center standards, techniques, and key performance indicators

Business Development

 Participated in contract procurement activities, including field research, developing a sales strategy, proposal editing, and analysis of Company's and competitors' proposal evaluations

General Manager,

- Managed 40-route fixed bus operation fo
- Successfully negotiated expansion of three additional routes to existing contract to increase service to the financial districts

Interim General Manager,

- Assisted operations manager and chief scheduler with use of Trapeze system for reservations and scheduling
- Conducted weekly community outreach training to senior and disabled groups to apprise passengers of changes impacting their service area
- Worked with client to identify areas of improvement and implement best practices to maintain high levels of customer satisfaction
- Maintained consistent 99% call answer rating
- Served as the senior business improvement practitioner to reengineer methodologies/principles and business process modernization projects in support of overhauling Medicaid prior approval process programs

Deputy Program Manager,

1998 to 2001

Led "Y2K" project team of 56 engineers tasked assessing 7500 buildings for Y2K compliance

Dispatch Manager (Continued)

- Coordinated project, oversaw daily operation, held bi-weekly meetings clients and attorneys to assess progress and develop action plans as needed
- Oversav Integrated Information Network project for City of Integrated Department; delivered product tive weeks ahead of schedule
- Served as deputy program manager of Bureau of Prisons Inmate Telephone System projects for the Federal Bureau of Prisons, overseeing staff of 50 in support of 90 prison facilities

Captain, United States Marine Corps (Quantico, VA) 1991 to 1998

- Taught one summer reserve officer communication officer course and two annual classes at Basic Communication Officer School to new second lieutenants and warrant officers
- Invited by former instructors to teach as telecommunications instructor/faculty leader

Education and Training

Capitol College, Landover, MD

Master of Science Degree: Information Telecommunication Systems Management

Capitol College, Landover, MD

Master of Science Degree: Systems Management

Virginia Military Institute, Lexington, VA

Bachelor of Arts Degree: English and Fine Arts

Dispatch Manager

MV's proposed Dispatch Manager for the WMATA MetroAccess Paratransit Services - MACS-

OCC

Experience

Operations Manager, MV Transportation, Inc. (Hyattsville, MD) 2010 - Present

- Manage the day-to-day operation of the WMATA (Metro Access) contract
- Monitor on time performance
- Manage, coach and evaluate the performance of approximately 98 supervisors and dispatchers union and non-union employees
- Knowledgeable of the union's labor agreement and have a growing work relationship with the shop stewards
- Maintain accurate records/documentation of attendance, vacation time, FMLA, leave of absence, coach/counseling, payroll, bid assignments, seniority records
- Growing work relationship with the HR team, safety, providers, and the management staff throughout the divisions
- Formulate action plans for additional capacity and the repositioning of resources
- Maintain communication with senior management/client management
- Provide direct support to the call center director
- Ensure that the staff is knowledgeable of all policies/ procedures and are adhering to them
- Create Supervisor schedules that support the operation
- Responsible for submitting daily operation summaries
- Employee, union and client relations
- Implement action plans to develop the staff and hold them accountable to their own success/growth
- Continue to look for ways to make positive improvements in the department

Various.

2000 - 2010

Project Manager, 2007 - 2010

 Manage the day-to-day operation of the contracts

- Supervise, coach, and evaluate the performance of approximately 62 supervisors, dispatchers, and drivers
- Ensure that the staff is trained, licensed, tested and certified as required by law to operate the equipment and function in safety sensitive positions
- Handle personnel concerns/issues and conduct performance evaluations
- Answer customer and client complaints and ensure timely resolutions
- Dispatch and plan the positioning of drivers and vehicles to provide superior customer service
- Manage budget, assuring that expenditures are appropriate and within allowable reserves
- Ensure that company directives and guidelines are adhered to and enforce compliance of federal and state laws and DOT regulations
- Maintain accurate records/documentation of training, licensing, testing, physicals, driving records

- Assess transportation and training needs, evaluate requests for service and current expertise levels of drivers, and create plans to assure that both adequate transportation and qualified drivers are available to meet operational needs
- Conduct in-depth service analysis to determine where service improvements are needed

Transportation Coordinator/Operations Manager, 2006

- Coordinated administrative activities
- Handled complex projects such as research, statistical analysis, and training
- Provided daily support tools to operations staff for financial viability

Dispatcher, 2000 - 2006

- Scheduled and dispatched operators throughout
- Handled customer and operator complaints and issues
- Updated and distributed manifests and routed unscheduled trips
- Operated Trapeze dispatch software
- Maintained records, logs, and schedules of calls that were received
- Prepared detail report of activities which occurred during shift

Dispatch Supervisor, 1999 – 2001

- Supervised the distribution and timely completion of transportation in multiple jurisdictions within
- Oversaw the day-to-day functions of approximately 50 operators as well as dispatch personnel
- Monitored data entry to ensure accounting accuracy

Education and Training

- Advanced Career Training
- Harassment Prevention
- Going for Green Management Support
- Step Up to Managing People
- Safety Leadership
- Leadership
- Positively Affecting Performance
- Conflict Resolution
- Managing Within the Law
- Improving Your Productivity
- Sensitivity and Diversity

s MV's proposed Dispatch Manager for the WMATA MetroAccess Paratransit Services - MACS-OCC

Summary of Qualifications

Qualification

- Skilled in the effective design, implementation, and management of customer relations programs.
- Especially adept in written and verbal communication.
- Excellent reputation for maintaining productivity, organizational effectiveness, and cost efficiency.
- Expert at managing and directing large transportation concerns in major urban environments.

Experience

Assistant General Manager, MV Transportation, Inc. (Capital Heights, MD) February 2011 to Present

- Manage daily operations for WMATA MetroAccess paratransit operations base
- Responsible for more than 400 operators and 200 vehicles
- Managed the successful execution of 175 pulls from terminal daily through the effective direction of a staff
 of gatekeepers, dispatchers, operation supervisors and managers
- Responsible for the development and implementation of service adjustments to operations to meet established levels of service goals
- Provides expert advice to avert/resolve operations problems and customer service issues
- Develops and recommends modifications to operating plans and practices

General Manager, MV Transportation, Inc. (Beltsville, MD) July 2009 to February 2011

- Directed and managed WMATA MetroAccess operations base
- Successfully established hiring and training protocols to recruit, train and manage a staff of 300 drivers and mechanics
- Achieved high customer performance standards in a safe, efficient and reliable manner
- Maintained a fleet of 145 vehicles
- Managed employee and labor relations while motivating team to exceed established safety requirements

Director of Operations. February 2007 to July 2009

- Managed the daily operations for the taxi and sedan division (150 vehicles) and the school bus division (50 vehicles)
- Managed call center operations, human resources, customer and client relations, driver development, safety and training.
- Directed the startup and continuous operation of the school bus division.
- Ensured vehicle and driver compliance as required for various governing agencies federal, state and local

Dispach Manager (Continued)

Director of Operations, August 2005 to February 2007

- Coordinated the development and implementation of program participants for the Taxi Access program
- Researched and implemented best hardware and software solutions for providers
- Developed and implemented service adjustments to the contractors operations to meet established levels
 of service goals
- Provided expert advice to avert/resolve operations problems and customer service issues
- Developed and recommended modifications to operating plans and practices
- Provided oversight and evaluation of participants' performance
- Established efficient processes to track trends and responses to customer complaints and issues
- Developed programs that respond to customer needs or programs to build the relationship between staff, program providers and MTA customers

Management Analyst, September 2002 to February 2005

- Responsible for conducting authority-wide performance analysis and measurement, benchmarking and process improvements for the BWI airport shuttle bus operation
- Provided business information to GM/CEO, executive staff, senior management and governmental officials for short-term and long-term financial operational and organizational decision-making and improvements
- Responsible for the development and overview of the Maryland Aviation Authority's (MAA) performance
 efforts as they relate to strategic and operational plans
- Ensured proper linkage with the Authority's strategic plan, long range/short range financial plans, operational plans and annual budget development for performance levels
- Conducted performance management reviews to assess the bus operations progress against the plan, recommending new directives based on results
- Responsible for conducting risk analysis, root cause analysis and authority-wide benchmarking
- Prepared reports providing the basis for the most effective and efficient management planning, operating controls, and performance measurement standards

Assistant General Manager, July 2001 to July 2002

- Organized and implemented the pupil transportation system for the
- Established and monitored fleet management division budget
- Developed resource (staffing and funding) guidance for subordinate activities and performed continuous appraisal of the utilization of resources in accomplishing program objectives and goals
- Responsible for hiring, supervision and discipline of staff
- Managed the daily operations of the Public Schools Transportation Division utilizing 1200 bus drivers and attendants and approximately 630 buses
- Duties include the supervision of five bus terminals, five terminal managers, ten assistant terminal
 managers, 10 dispatchers, 1 information specialist, two office assistants and one secretary. Monitored
 allocation of bus fleet and fleet services and the day-to-day activities of drivers and attendants

Dispach Manager (Continued)

- Interpreted transportation procedure and regulations to the public and staff
- Assisted general manager and deputy general manager with the development of the transportation divisions strategic plan, business and operating plans, and formulation of revised organizational structure

Assistant General Manager.

February 1999 to July 2001

- Managed daily operations for the fixed route system serving
- Held responsibility for dispatching, scheduling, driver management and development, customer relations, employee and union relations and safety and compliance issues
- Managed over 80 drivers, eight mechanics, and 12 support staff members
- Held profit and loss responsibility for revenues of \$18 million

General Manager, I

September 1996 to February 1999

- Managed and directed paratransit system and was responsible for the completion of 250 daily trips throughout
- Managed for 15 vehicles, more 20 drivers, seven staff members, and profit and loss for revenues of \$2M

Branch Manager

September 1994 to August 1996

- Managed and directed paratransit division responsible for the completion of 2,500 medical trips daily throughout
- Managed daily operations including dispatching, routing, scheduling, driver management and development over 100 drivers and their vehicles, four routers, 10 dispatchers, and 10 customer service agents.

Acting Director of Human Resources, May 1994 to September 1994

Employment Manager, January 1991 to May 1994

Chief, Payroll/Personnel, August 1988 to October 1991

Education and Training

Morgan State University (Baltimore, MD)

Bachelor's Degree Business Administration

Morgan State University (Baltimore, MD)

M.B.A. Management

is MV's proposed Dispatch Manager for the WMATA MetroAccess Paratransit Services-MACS-

OCC

Experience

GIS Technology Manager, MV Transportation, Inc. 2005 – Present

- Assist with operations and maintenance support for successful delivery of Microsoft Connector and Shuttle services
- Develop and implement Microsoft consultancy projects for both Connector and Shuttle projects including staff training and delivery of services
- Manage all Microsoft communications projects and system maintenance
- Developed training program and schedule for staff (supervisors, schedulers, dispatchers, customer service, and reservations)
- Manage IT support, development and delivery of Microsoft projects, strategic Geographical Information Systems (GIS) analysis projects and development, and MDC and AVL hardware and software implementations
- Act as liaison between MV and vendors, including Trapeze, Feeney, Mentor, Version, Sprint
- Analyze mapping solutions for scheduling optimization
- Perform analysis for schedule adherence, demand-forecasting, location and origin-destination analysis
- Perform implementation of Trapeze Database Scheduling Software for paratransit projects
- Participate in MDC and AVL hardware and software implementations
- Perform setup and configuration including run definition, system parameters and weights, service standards and local jurisdiction policies and procedures, development of run templates, report customization and manifest design
- Developed demand management strategy
- Perform operational reviews to improve vehicle productivity and staff operational efficiency
- Develop hardware specification analysis and manage procurements
- Development of daily, weekly, monthly software maintenance/backup procedures
- Analyze agency Requests for Proposal/Bid
- Assisted with IT and operations support for successful contract start-ups

Senior GIS Analyst, 2001 – 2005

- Responsible for development, costing and implementation of GIS consultancy projects for both fixed route and paratransit projects including staff training and delivery of services
- Provided on-site/off site GIS and transportation consulting and training for transit authorities, agencies and brokerages in North America, Scandinavia, United Kingdom, Europe and the US Commonwealths
- Developed, advised and implemented policy and procedure for integrating city, county, state and federal GIS
 databases with intelligent transportation systems (ITS) and incorporation of spatially enabled transit data
 collection from mobile data terminals (MDTs), automatic vehicle location (AVL) and interactive voice
 response (IVR)
- Responsible for GIS database conversions

- Developed, advised and instructed methods of spatial analysis for ridership analysis, schedule adherence, demand-forecasting, location and origin-destination analysis
- Developed client based solutions and systems for geographic implementation of ADA requirements and compliance
- Consulted with clients on a fixed route map, map book and timetable design
- Developed protocols to ensure GIS data integrity and trained clients in mapping applications
- Advised collection of socioeconomic, environmental, regulatory and ridership data related to agency functions.
 Utilized by planning and administrative personnel in government and private sectors
- Participated in and presented at National Transit and GIS conferences

President, 1999 – 2001

- Demonstrated experience in organization, planning and implementation of projects and managing programs
- Market areas: transportation research, transportation analysis, network analysis, intelligent transportation systems (ITS), linear referencing, transportation geography and GIS
- Held responsibility for development, bidding, costing and implementation of GIS consultancy for both fixed route and paratransit projects with diverse city, state and federal agencies
- Managed geographic analysis, development of spatial analysis procedures and special database projects for international transit authorities and contracted service providers
- Participated in and presented at National Transit and GIS conferences

Scheduling Systems Consultant, 1998 – 1999

- Provided national on- and off-site support and training for intelligent transportation systems (ITS)
- Managed strategic GIS analysis and development projects, and database conversions
- Provided national implementation support for public transit contractors and medical brokerages
- Participated in projects to define requirements of computer aided dispatch systems, request for proposal process and vendor selection
- Wrote, designed and produced workshops in transit reporting and requirements
- Participated in and presented at National Transit and GIS Conferences

Scheduling Systems Supervisor, 1993 – 1998

- Supervised customer management, trip booking, automated scheduling, real-time dispatching, eligibility, funding, billing management and service coordination for state department of social and health services (DSHS) medical and county paratransit brokerage providing daily service of 6,000+ shared ride and demand response trips
- Coordinated local, county and inter-county paratransit services
- Worked with county and local paratransit coordination councils.
- Administered dispatch and scheduling services
- Coordinated production of reporting, planning and analysis of transportation services
- Developed methods and policy for shared ride programs, service runs and coordination of ambulatory and non-ambulatory contract providers for state DSHS program

- Installed, configured and updated server-based computer aided scheduling system and records database, analyzed user requirements, procedures and problems improving existing computerized scheduling system
- Successfully designed, wrote and implemented an agency GIS application for reservations, dispatch, scheduling
 and vehicle tracking of county deviated fixed-route services
- Created and maintained GIS database layers and coordinated update submission with City, County and State agencies
- Provided operational support and spatial analysis on contract acquisitions and bids
- Trained and supervised team of 15 medical and paratransit transportation schedulers responsible for tri-county ADA paratransit program and state DSHS medical transportation

Transportation Coordination Supervisor

1990 – 1993

- Responsible for daily operation of computer aided dispatch system and communications equipment for West Coast's largest computer dispatched taxi fleet
- Act as liaison between DSHS transportation brokerage points of contact and corporate representatives to facilitate the successful delivery of \$7M annual medical transportation contract and
- Monitored adherence to contractual guidelines
- Resolved questions of program intent, data input, output requirements and inclusion of internal controls for corporate and public transportation accounts
- Developed, planned and implemented training programs for demand response drivers and dispatch/scheduling personnel for computer aided dispatch system and mobile data terminals (MDTs)

Education and Training

- University of Washington
 Bachelor of Arts
- Fluent in English, Spanish, Portuguese

Scheduling Manager

MV's proposed Scheduling Manager for WMATA MetroAccess Paratransit Services — MACS-OCC.

Summary of Qualifications

- Extensive transportation experience in planning, directing, managing, and implementing all aspects of paratransit operations
- Significant experience with Trapeze in development, management, implementation, training, parameter settings, and support.

Experience

Director of Information Technology Operations, MV Transportation, Inc. (Dallas, TX) 2009 – Present

- · Monitor and improve scheduling, on time performance, and productivity at company locations as needed
- Act as key liaison between company, clients and employees
- Provide support, leadership and direction to assigned IT employees to ensure delivery of established business plans
- Collaborate with customers to develop technical specifications and long range planning concepts
- Oversee deployment of technology in both new and existing contracts.
- Ensure plans and processes are in compliance with company, contractual and regulatory requirements
- Support and improve technology in use

General Manager, MV Transportation, Inc. (Portland, OR) 2005 – 2009

- Oversaw daily operation of 90-vehicle paratransit contract, ensuring compliance with client, company, and regulatory policies and procedures
- Held responsibility for system performance in all areas, including personnel administration, safety training, payroll, purchasing, and contract administration
- Acted as a company liaison to passengers, clients and community leaders
- Responsible for all operating performance measures such as on time performance, trips per hour and ride time measures.

1996 – 2005

Project Manager

- Facilitated all aspects of implementation of company's software at new customer sites including training and consulting with site management to determine most appropriate use
- Held responsibility for budgeting, documentation, product support, troubleshooting when necessary, public relations, and managements of other Trapeze staff performing duties on site
- Led projects for multiple Trapeze applications for nearly 40 clients across the United States

Scheduling Manager

Consultant

 Provided consultation services to transportation companies, primarily to improve productivity in addition to software solutions.

Staff Development Coordinator

- Participated in employee interview and selection process
- Managed new hire training and ongoing training for employees

Operations Manager, 1993 – 1996

- Performed all duties necessary for daily management of a startup paratransit service, including administration of contract with service provider, policy development, marketing, staff management, budget responsibilities, grant reporting, public relations, and maintenance of computer network and scheduling software applications
- Ensured full compliance with all applicable state and federal regulations including the Americans with Disabilities Act (ADA)

Operations Manager, 1991 – 1993

- Performed all duties necessary for daily management of a startup paratransit service, including: policy development, marketing, staff management, budget responsibilities, grant reporting, public relations, and maintenance of computer network and scheduling software applications
- Ensured full compliance with all applicable state and federal regulations including the Americans with Disabilities Act (ADA).

Bus Operator 1989 – 1991

Assistant Operations Manager,

1984 - 1989

- Interviewed prospective employees and individuals being considered for promotion, set work schedule for the operations department, facilitated interdepartmental communication to ensure that friendly, timely, and efficient public transportation was delivered to the community
- Assisted planning in development of new services and in route design

Debriefer/Electronic Technician 1979 – 1980

Education and Training

Kent State University

Bachelor of Arts, Mathematics

Information Technology Manager

s MV's proposed Information Technology Manager for the MetroAccess Paratransit Services - MACS-

OCC.

Summary of Qualifications

Executive Management

- Profit and loss management for an international software company specializing in transportation software.
- Prepared and implemented financial and product strategies

Paratransit Operations Analysis and Consulting

- Paratransit consulting services for over 50 paratransit agencies across N.A., E.U. and the U.K.
- Corporate operational consulting for MV's public transportation contracts throughout North America

Project Management

- Over 20 years project management experience in the public transportation industry.
- Managed and mentored over two dozen project management professionals in the public transportation industry

Information Technology

- 10+ years of system administration and IT management experience
- SQL and Oracle database administration and extensive query experience.
- 8+ years Crystal Reports instructor
- 20+ years of application training and support

Experience

Corporate Special Projects, MV Transportation, Inc. (Hyattsville, MD) 2010 - Present

- Act as corporate level operational consultant for MV's contracts
- Provide management consulting, business improvement practices, and support for company's use of Trapeze products for clients
- Provide statistical and operational analysis for MV's contracts throughout North America
- Serve as IT Director for the Metro Access Services division of the Washington Metropolitan Area Transit Authority in Washington, DC

1999 - 2010

Director of Projects, Intelligent Transit Systems (ITS) Division

- Managed a team of project managers, project engineers, implementation specialists and administration staff
- Prepared and implemented strategic financial and product development for the ITS Division
- Held responsibility for revenue forecasting, calculating ROI for all projects, preparation and presentation of quarterly and annual financial statements

Information Technology Manager

- Prepared and presented monthly and quarterly status reports to executive management
- Held responsibility for ITS business development and contract preparation, review and approval
- Multi-year representative for Trapeze in Constellation Software's Executive Management Competition
- Turned first quarterly profit for ITS division within first year in this role

Project Manager, North American Transit Division

- Supervised Trapeze project staff and subcontractors
- Responsible for project management, including risk analysis and mitigation, development and maintenance of project plans, action item lists, status reports, project invoicing, identifying project success criteria, monitoring project implementation, obtaining milestone acceptance, developing dependency flow diagrams, maintaining project budgets, obtaining and assigning project resources, development and delivery of testing, training
- Managed FX, BB, INFO, IVR, COM, OPS, WEB, ITS, PASS, PASS-CT, CERT, SUS, MON, CO, PLAN
 and IT consulting contracts for more than 100 properties throughout North America and the Caribbean
- Administered training in PASS, PASS-CT, CERT, SUS, MON, COM, PLAN, Crystal Reports, System Administration applications
- Provided paratransit consulting services for more than 50 agencies across North America, Europe, and the United Kingdom
- Developed application documentation, training programs, support procedures and certification tests for PASS product suite

Manager of Information Systems and Program Research,

1986 - 1999

- Developed and maintained a paratransit information system (PARIS) for Chapter 508 and ADA Paratransit service including intergovernmental interfaces with State and local departments to automate information flow and processing and all reporting services.
- Prepared and supported State and Federal grants
- Researched, prepared and presented transportation studies and analysis
- Managed numerous projects
- Served as system administrator of UNIX based system of 60+ workstations and 20+ printers
- Telecommunications and network applications for main facility and 10+ remote facilities

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1985 – 1987

Education and Training

University of Wisconsin Milwaukee

Master of Science, Urban Planning – Transportation

University of Wisconsin – Whitewater

Bachelor of Arts, Political Science/History

Training Manager

is MV's proposed Training Manager for the WMATA MetroAccess Paratransit Services – MACS-OCC.

Summary of Qualifications

Qualification

- 15 years of transportation industry experience
- Oversaw more than 200 successful implementations of the Trapeze Product suite, serving as senior technical resource for key implementations for PACE, Miami-Dade Transit, State of Missouri, and Dallas Area Rapid Transit
- Experience with Trapeze training for call centers

Experience

Senior Project Manager, April 2011 to Present

- Manage installation of 2400 buses of AVA, APC, AVM, Turn Warning System, Bus Link and Bus Time for the
- Manage the migration of CleverCad with VoIP communications for state wide dispatch operations
- Plan, track and monitor all aspects of installation ensuring adherence to project scope and timelines while defining overall project forecasting, billability effectiveness, and deliverables

Paratransit Operation Manage January 2005 to April 2011

- Held responsibility for the planning, forecasting, budget and ROI for paratransit division
- Managed responses to and pricing for Responsible for Requests for Proposals
- Developed project delivery methodology and documentation for all paratransit products
- Coordinated development efforts and priorities by measuring client demands and performing market analysis
- Performed business process reviews, including how effectively Trapeze products are used to support operational infrastructure
- Provided professional services for transit operations reviewing operational policy and procedures
- Performed site health checks to assist with increased efficiencies and scheduling optimization

Project Manager,

January 2001 to January 2005

- Consulted with clients to provide advice on risk assessment, procedures, make technical recommendations, operational reviews and documented all requirements before proceeding with project implementation
- Planned, tracked, and monitored all aspects of application implementation, migration, and upgrades, ensuring adherence to project scope and timelines while defining overall project forecasting, billability effectiveness, and deliverables

Training Manager (Continued)

Provided ongoing technical communication with development as a liaison for the clients production needs

Technical Product Specialist 1999 – 2001

- Provided both initial implementation and ongoing support to the Trapeze client base
- Monitored the customer initial setup and ongoing maintenance processes regarding the installation, training, and ongoing support burdens
- Performed training, consulting, and other support services, including telephone support and production services for customers as directed

Operations Manager, 1997 – 1999

- Managed daily service delivery for paratransit and flex route transit operations for Rio Transit
- Monitored system performance and coordinated operational personnel as needed
- Ensured compliance with contractual obligations, policies, and procedures
- Assisted client in union negotiations

Recognition and Awards

Trapeze Small Sector Salesperson of the Year 2001

Administrative Support Manager

is MV's proposed administrative support manager for the WMATA MetroAccess Paratransit Services

Experience

Regional Human Resources Manager, MV Transportation, Inc. (Dallas, TX) 2009 - Present

- Work in partnership with regional vice presidents and division management to communicate human resources policies, procedures, programs and laws
- Provide leadership training and workshops to assist in aligning the workforce with the strategic goals of the company; workshops include performance management, coaching and counseling and effective communication
- Determine and recommend employee relations practices necessary to establish a positive employeremployee relationship and promote a high level of employee morale and motivation
- Make recommendations regarding policies and objectives on topics associated with employee relations and employee rights
- Work with regional vice presidents to employ and measure best practices for employee satisfaction and employee engagement
- Work with labor relations directors to ensure compliance with collective bargaining agreements
- Conduct investigations and make recommendations for resolution of employee complaints or concerns
- Monitor and advise managers and supervisors regarding progressive discipline
- Develop and monitor the implementation of performance improvement processes for non-performing employees
- Review, guide, and approve management recommendations for employment terminations

General Manager, MV Transportation, Inc. (Colorado Springs, CO) 2005 – 2009

- Provided all direction, coordination and evaluation for the City of Colorado Springs, Transit Services Division's paratransit operations
- Managed team of 57 employees providing nearly 800 ADA rides per day
- Daily objectives included providing safe, on time and efficient services while meeting financial objectives
- Directed staffing and recruiting, training and development, and employee relations
- Ensured collaboration between managers and staff to promote positive employee morale
- Effectively communicated policy and procedure change and general information affecting employee performance
- Oversaw division drug and alcohol program, OSHA standards and reporting requirements, and managed division workers' compensation claims
- Ensured compliance with EEO regulations
- Worked in partnership with union to maintain labor peace within the division and for the company
- Received and responded to employee grievances per the collective bargaining agreement including grievance arbitration

Administrative Support Manager

- Served as liaison with City of Colorado Springs maintenance department to ensure sufficient vehicles for daily service
- Received Safety Gold Club Award from MV in August, 2006

Special Projects Manager/Call Center, MV Transportation, Inc. (Various) 2004 – 2005

District Manager 2001 – 2004

- Oversaw Safe Ride Services' 350-vehicle non-emergency medical transportation services to more than 50 clients throughout Arizona and New Mexico
- Served as customer liaison and ensuring operations meet or exceed customer expectations regarding service quality, efficiency and productivity
- Managed budget total of \$18M and staffing levels for all operating locations
- Held responsibility for employee communication, efficiency, and morale
- Ensured contract and regulatory compliance for all clients; received a 100% compliance rating for the 2002 annual audit

Transit Planner II, K 2000 – 2001

- Oversaw two contracted paratransit call center providers and monitored compliance with service standards and contractual obligations
- Completed special projects, including evaluating and implementing service cuts post I-695, and Conditional Eligibility project, which included working directly with senior staff to determine effects of changes to current ridership, developing project plan for implementation of change, and developing policy and procedure for call center staff to ensure compliance with ADA regulations while meeting service needs
- Determined ADA "service buffers" and implemented policy and procedures at call center level to ensure compliance with ADA regulations while meeting service needs
- Received award for work as project manager for Trapeze Scheduling System, which included budget
 management, determining hardware and software needs, bid procurement, developing training and
 implementation plans, developing scheduling for approximately 100 staff and managers, and working
 directly with vendors and senior staff to complete implementation

Call Center Manager, 1997- 2000

- Managed call center operations contract with
- Oversaw customer service, scheduling, and dispatch departments coordinating on-street service with three transportation providers throughout?
- Exceeded service standards for call statistics, customer complaints, ADA eligibility and trip requirements, productivity and on-time performance

Administrative Support Manager

- Managed call center systems, including automated scheduling and dispatch software, ACD systems, radio communications and complaint/ commendations programs
- Served as project manager for automated scheduling software program upgrade for Laidlaw's Paratransit operations in Indianapolis, Indiana

Paratransit Manager, 1996 – 1997

- Managed 15-vehicle paratransit operation and team of 30 staff and operators
- Successfully improved and maintained on-time performance levels above contractual requirements
- · Significantly increased ridership and reduced customer complaints within the first year of operation
- Held responsibility for the City's ADA service contract with Access Services, Inc.
- Developed and maintained improved relationships with local senior center and day care facilities
- Worked closely with the director of operations in improving fixed-route and commuter service, as well as
 maintaining section 15 reporting for the entire contract, operator payroll and attendance records and
 participated in paratransit operator sensitivity training

Implementation Specialist, 1992 – 1996

- Installed and trained personnel on PASS at approximately 15 paratransit contracts across the country.
 Installations included basic setup and maintenance of Novell Networks, reservations/customer service training, dispatch and scheduling training and operator training
- Provided 24-hour technical support before, during and after installation. Promoted to Technical Support Manager in August 1996

Education and Training

- Senior Professional in Human Resources (SPHR) Certification received January, 2006
- Regis University, Human Resources Management Certification.
- University of Phoenix, Human Resources Management,
- ADA/Paratransit Efficiency Program, Long Beach, California
- Certified Development Dimensions International Facilitator

Controller

is MV's proposed Controller for the WMATA MetroAccess Paratransit Services - MACS-OCC.

Experience

Director of Accounting, MV Transportation, Inc. (Washington, D.C.) 2012 to Present

- Manage 18 employees on a daily basis and provide direct oversight to the payroll department, reconciliation department, billing audit department, no-show department, and accounting department
- Responsible for the financial reporting, billing, accounts payable, accounts receivable, and overall accounting
 and finances for a \$110M annual revenue contract
- Absorb responsibilities held by payroll manager, controller, and director of accounting into one position at a cost savings of \$165,000
- Compile financial trend reporting to identify potential cost savings and to provide feedback to operations on what inefficiencies should be focused on to increase profitability
- Responsible for integrity and clarity related to monthly and annual financial reporting and billing. Third party data expert's annual report showed great improvements in reconciliation and data integrity
- Point of contact for all questions and conversations with external auditors and other third party auditing agencies
- Responsible for compiling, preparing, and submitting annual national transit database reporting
- Work closely with regional vice president, corporate controller, CFO, and COO by providing analysis and updates related to profitability and overall financial stance

Controller, MV Transportation, Inc., (Washington, D.C.) 2010 to 2012

- Responsible for \$277,000 in accounting department cost savings in 2011
- Reduced accounting department overtime costs by \$45,000 in 2011 vs. 2010
- Responsible for a reduction in accounts receivable interest expense of \$67,000 in 2011 vs. 2010
- Reduced payroll discrepancies by 50% and worked to improve confidence and trust in the payroll process
- Managed 12 reconcilers/accounting employees on a daily basis including managing the archiving process and made sure this process is completed accurately and timely each month
- Worked closely with providers on a daily basis on issues involving monthly billings, providing manifests timely, and other financial questions that arise
- Contact person for all financial inquiries, billing questions, and other requests that arise day-to-day from the WMATA client
- Compiled, prepared, and submitted contract modifications involving reconciliation that were approved for future billings to the client
- Responsible for ensuring financial statements are accurate and reflective of current financial state and lead monthly financial calls for WMATA divisions involving regional vice president, CFO, and COO
- Worked closely with CFO and COO by providing daily updates regarding accounts receivable, staffing levels, and overall financial stance



Senior Accountant, MV Transportation, Inc. (Washington, D.C.) 2010

- Worked to decrease \$18 million in aging accounts receivable to \$5 million as well as provide well supported invoice documentation to WMATA to ensure timely payment
- Led audit team during investigation and audit of ParaMed (provider) billings in which a billing resolution was reached
- Led monthly financial calls for WMATA divisions involving regional vice president, CFO, and COO
- Responsible for ensuring financial statements are accurate and reflective of current financial state
- Worked closely with maintenance managers and general managers to ensure PO's are created and processed timely to improve vendor relations and help ensure financial statement accuracy
- Developed staff level tracking system that has enabled cost savings and created department ownership of staff levels at all times

Staff Accountant, MV Transportation, Inc. (Elk Horn, IA) 2010

- Responsible for accounting support for 12 divisions in the midwest region
- Led monthly financial calls involving general managers, directors of accounting, and regional vice presidents
- Researched current international financial reporting standards and developed strategy for MV to implement in 2011
- Worked with the newly created MVSL (MV Sales & Leasing) division as accounting support as it prepared for its late fall 2010 MV1 vehicle release
- Worked with general managers and maintenance managers to ensure purchasing process was being used correctly and timely
- Responsible for monthly corporate AMEX credit card use and approval process; ensured employees were using card appropriately, appropriate approvals were recorded, and ensured charges were coded to proper divisions and accounts

Accounting Assistant, 2007 to 2009

 Managed financials for sororities and fraternities, including preparing monthly financial statements, paying invoices, balancing checkbooks, payroll, preparing federal and state tax documents, and managing cash disbursements

Audit Intern, 2008

- Identified, designed, and built budgeting and forecasting reports used by financial analysts and members of the senior management team
- Researched banking relationships to determine the drivers of a \$2.0M annual expense and then proposed new allocation scheme
- Analyzed, gathered, and organized leasing contract information for new Wind Energy Department as it prepared for its first audit
- Tested a daily business report for any inefficiencies and recommended improvements

Controller

Finance Intern, 2007

- Identified, designed, and built budgeting and forecasting reports used by financial analysts and members of the senior management team
- Received intensive training by consultants for Hyperion Essbase 7x, Hyperion BI+ Financial Reporting Studio, and Hyperion System 9 Planning systems
- Researched 5 different banking relationships to determine the drivers of a \$2.0M annual expense and then proposed new allocation scheme
- Analyzed, gathered, and organized leasing contract information for new Wind Energy Department as it prepared for its first audit
- Tested a daily business report for any inefficiencies and recommended improvements

AmeriCorps VISTA Intern, 2006

- Organized and supervised 50+ volunteers at build sites on a daily basis
- Planned and implemented move of donation collection warehouse(ReStore) to new site location
- Managed and updated database containing volunteer and donation inventory information

Education and Training

The University of Iowa, Iowa City, IA

- Passed 4/4 of CPA Exam Sections (certified in
- Masters of Accountancy, GPA: 3.13/4.00
- B.B.A Accounting with distinction (top 10%), GPA: 3.78/4.00
- Dean's List & National Society of Collegiate Scholars

Professional Affiliations & Awards

- AICPA (American Institute of Certified Public Accountants) Member
- Beta Alpha Psi Honorary Organization Member
- Volunteer Income Tax Assistance Program
- Habitat for Humanity Volunteer

Donna L. Snowden

Human Resources Manager

Ms. Donna Snowden is MV's Human Resources Manager for the WMATA MetroAccess services — MACS-OCC.

Summary of Qualifications

- More than 20 years of professional experience, distinguished by commended performance and proven results
- Extensive background in HR management affairs, including experience in labor relations, strategic management, employee recruitment and retention, staff development, mediation, conflict resolution, benefits administration and compensation, HR records management, HR policies development and legal compliance
- Demonstrated success in negotiating win-win compromises regarding collective bargaining, developing teambuilding programs, and writing personnel manuals, corporate policies, job descriptions and management reports
- Working knowledge of the Service Contract Act (SCA), Federal Acquisition Regulations (FAR) and Code of Federal Regulations (CFR)

Experience

Human Resource Manager, MV Transportation, Inc. (Hyattsville, MA) 2010 to Present

- Provide oversight, guidance and direction in employee relations, policy, and practice for both field operations and corporate support centers
- Review and participate in the approval process of all involuntary terminations
- Participate, lead, and/or guide all employee complaint investigations
- Manage the company's open door hotline respond to calls within 48 hours, support the investigation of
 agency complaints, and own the exit interview process, analysis and communication of data
- Facilitate the "Selection for Success" Program for successful candidate evaluation and hiring
- Interpret policies and procedures
- Coordinate the company's Employee Wellness Program and established employee wellness committee
- Significantly reduced the amount of claims and settlements through improved employee relations
- Reduced the amount of legal exposure, ensuring all policies and procedures are consistently and fairly implemented and upheld
- Disparate treatment and impact prior to her team's arrival
- Implemented employee recognition programs
- Saved company \$16k by correctly interpreting language in agreement regarding holiday pay

Human Resource Manager, 1998 to 2010

- Responsible for human resource development, strategic management, employee relations, and labor relations, including collective bargaining
- Created HR policies and procedures, developed and administered employee benefit plans
- Served as the facilitator for the company's bi-annual supervisor meetings

Donna L. Snowden

Human Resources Manager

- Trained new managers in the area of employee relations and benefits
- Input new hires and employee changes into the ADP Payroll/HR system
- Oversaw the analysis, maintenance, and communication of records required by federal, local and/or state law
- Responded to employee grievances, conducts investigations and took corrective action
- Met with broker to ensure benefits are competitive and cost effective, designed new benefits plans, and conducted Open Enrollment meetings and inputted new benefit changes
- Recruited, interviewed, tested, and screened all new hires and conducted orientation
- Prepared and submitted government mandated reports
- Acted as company representative at job fairs, unemployment hearings, and collective bargaining negotiations
- Conducted employee exit interviews
- Acted as the case manager for all worker's compensation, short-term disability, COBRA, and FMLA claims
- Responded to class action, EEO, AA, USSERA, and Unfair Labor Practice (ULP) claims against the company
- Acted as the company's Facility Security Officer (FSO)
- Processed security clearances using the OPM Equip and DSS JPAS Systems

Sales Assistant, 1994 to 1998

Human Resource Technician 1981 to 1994

Education and Training

Prince Georges Community College

Certificate, Human Resource Management

Howard Community College

Applied Associates of Arts, Business Administration

State of Maryland

Certified Notary Public

Society for Human Resource Management (SHRM)

Certificate in Human Resources Management

Professional Affiliations & Awards

- Society for Human Resource Management (SHRM)
- Human Resource Society of Prince George County (HRSPGC)
- Employment Management Association (EMA)

Human Resources Generalist/Recruiter

is MV's proposed Human Resources Generalist/Recruiter for the WMATA MetroAccess Paratransit Services
– WAS-OCC.

Experience

Human Relations Generalist, MV Transportation, Inc. (Hyattsville, MD) December 2010 to Present

- Act as human resources business partner across four work sites for 1,300 employees in a unionized environment
- Work in all facets of human resources with an expertise in managing employee relations issues
- Conduct employee relations investigations and provide formal, written responses to corporate legal counsel, assist managers when responding to Union grievances, answer information requests, participate in effects bargaining negotiations with union representatives
- Work in all areas of human resources including performance management, selection and placement, progressive discipline, on-boarding of new hires, records management, HRIS data entry, and recognition/retention
- Ensure compliance with Federal and State employment laws including, but not limited to, FLSA, Title VII, FMLA, GINA, EPA, ADEA
- Coach supervisory and management team members at 4 work sites within the metro area on HR issues

Human Resources Specialist Sr.,

February 2008 to December 2010

- Managed the strategic and daily human resources functions across nine work sites for 450+ employees
- Acted as the human resources business partner within a unionized environment to 50+ division directors, managers and supervisors responsible for transportation infrastructure, fleet services, natural resources and environmental quality, public works, comprehensive planning, development services, parks management and law enforcement
- Supervised and developed three human resources professionals supporting recruitment, selection and placement of staff, employee relations, talent management, progressive disciplinary procedures, performance management, benefits, compensation, worker's compensation, training, grievances and labor relations matters
- Conducted employee relations investigations and provided formal, written responses to the County attorney's office for EEOC and grievance complaints
- Managed the drug and alcohol drug testing program in compliance with DOT regulations for CDL holders
- Conducted market salary surveys for maintenance level positions to support the request and subsequent approval by Commissioners' Court for a \$2.00 increase for maintenance staff
- Eliminated 30% turnover rate for the road maintenance division by organizing the first employment hiring conference resulting in 20 on-the-spot new hires for road maintenance and equipment operators
- Contributed toward the development of a career path track for park law enforcement employees

Human Resources Generalist/Recruiter (Continued)

- Developed a reduction-in-force plan to address potential budgetary concerns due to current economic conditions and reduction in tax revenue
- Directed the development of strategic initiatives to improve employee morale by 20%
- Interact with key officials on a monthly basis on county-wide committees responsible for developing, implementing and revising county polices and creating best practices to include the NEOGov Electronic Application Implementation Team, Compensation Committee, Travis County Sheriff's Office Annual Community Job Fair and the Interdepartmental Training Council

Human Resources Manager, January 2007 to June 2007

- Managed daily human resources functions including staffing, training, employee relations, benefits and payroll for more than 180 employees
- Re-evaluated succession plans and helped the management team identify key performers to enhance the talent management process

Director of Human Resources, May 2000 to July 2001

- Managed all human resources responsibilities including maintenance of personnel and payroll transactions for 275+ employees across two campuses in New York City and Norwalk, Connecticut
- Functioned as part of the senior management team developing and implementing HR best practices, policies and procedures
- Investigated and resolved complex employee relations issues including four with significant legal implications
- Coached managers on the application of effective performance management strategies and progressive disciplinary actions

Human Resources Manager

October 1999 to May 2000

- Managed all human resources functions, including employee relations and payroll, for 500+ employees across four unionized work locations within the Northeast and Mid-Atlantic divisions
- Implemented HR best practices and aligned the policies and culture of new acquisitions to the mission, values and objectives of the parent company
- Negotiated resolution of complex employee relations issues with employees and union reps

Human Resources Manager, June 1997 to August 1999

- Managed human resources and payroll functions for 90+ faculty and classified state employees
- Developed new employee orientation and on-boarding practices to reduce turnover by 25%
- Led a university-wide team of eight professionals to re-classify all program support positions

Human Resources Supervisor,

Human Resources Generalist/Recruiter (Continued)

February 1996 to May 1997

- Supervised a six-person human resources staff in a fast-paced, call center environment for UPS with 1300+ employees
- Fulfilled monthly staffing quotas of 100-300 employees during peak season hiring
- Counseled supervisors on employee relations matters and progressive disciplinary actions

Human Resources Supervisor.

June 1992 to November 1995

- Managed daily human resources and payroll functions for 125+ exempt and non-exempt employees
- Supervised two part-time human resources professionals
- Received "Best of the Best" Award for performance after first year of employment

Education and Certifications

Rutgers University (New Brunswick, NJ)

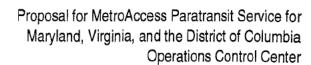
Bachelor of Arts in Psychology

Villanova University (Villanova, PA)

HR Management Certificate

SPHR Certification

DRC Mediation Certificate







General Manager is actively involved in MetroAccess system performance. For example, he works directly with the scheduling team to find innovative approaches to scheduling and improving productivity. Implemented flex routes in the last run cut performed by MV; these routes allow the scheduling team to adjust revenue hours and trips to meet demand.

demands the highest level of performance from his team, and meets with the managers regularly to ensure that staff members are consistently adhering to WMATA policy and prioritizing safety, on time performance, and productivity while overseeing street operations and communicating with the operators.

1. On Time Performance

MV is proud of its record of on time performance. For the last 18 months, MV has met and exceeded WMATA's on time performance standards. MV uses the performance strategies outlined below to maintain on time performance.

Forecasting

MV examines historical trip volumes and growth, and forecasts ridership trends by time of day, by day of the week, and by season. As discussed in section CDRL MACS-OCC-1:8.4, System Adjustments, forecasting is critical to meeting trip demand, which supports on time performance; an insufficient number of routes and operator resources can lead to overbooking, which can lead to delays to the route.

Staffing Levels

It is important to maintain adequate staffing levels within the MACS-OCC to monitor, direct, and adjust daily service. Further, it is important to ensure the service delivery contractor has sufficient operator resources to cover the projected number of runs. This is determined by seasonal run cuts and ongoing quality assurance reviews.

Training and Accountability

It is the responsibility of every member of the MACS-OCC team to prioritize safety, on time performance, and productivity. MACS-OCC management must ensure that all members of the staff are thoroughly trained in their responsibilities, and that they understand what part(s) their individual tasks play in maintaining on time performance. To this end, the initial training program









Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

and ongoing training for all departments of the MASC-OCC emphasize and address strategies for on time performance.

MV management addresses on time performance and productivity adherence through its score card coaching tools, mentioned in section CDRL MACS-OCC-1:6, Internal Customer Service/Quality Assurance.

Communication with Service Delivery Contractor

MV is committed to ongoing positive communication with each service delivery contractors selected for this service. Details regarding daily communications are provided in section CDRL MACS-OCC-9: Service Delivery Interface Plan, and an overview of these efforts are provided below.

MV understands that creating a productive partnership with the service delivery contractor(s) is critical to the performance of the MetroAccess service as a whole. The scheduling department communicates with the service delivery contractor(s) the each night to confirm that they have ample operator coverage for the next day, and again the next morning, two hours prior to pullout, to discuss any changes. If the service delivery contractor is unable to cover the route, the dispatch manager will contact another contractor, which will call in a recovery route. MV and the service delivery contractor(s) will also communicate regularly about operator shortages.

It is also important for the MACS-OCC team to communicate with the service delivery contractor(s) regarding out of service vehicles and any maintenance issues that could be causing inservice vehicle failures, which would create delays to service.

Monitoring Pullout

The late pullout dispatcher will use Trapeze real time views to monitor pullouts, and will proactively call the service delivery contractor throughout the morning and afternoon pullouts to ensure they are on schedule (and give direction to get pull-out back on schedule, if needed).

The dispatchers will engage yard supervisors to ensure that operators download their manifests prior to leaving the yard, to avoid idling after pullout. Dispatchers also monitor the AVL to ensure vehicle operators go directly to their first stop after pullout, and monitor areas where operators tend to sit and idle. Dispatchers will contact operators that are idling and direct them to get back on the road. The dispatcher may send a road supervisor to common locations where operators idle to ensure they remain on their routes.







There are many factors that could result in unforeseen delays to pull-out or on-street service; this could include inclement weather, road construction, traffic congestion, accidents, on-site QA reviews, or training exercises. MV's MACS-OCC team will try to stay ahead of information as much as possible; i.e. checking the weather report for the next day, and reviewing notifications of route/street closures for events, in order to plan for these delays ahead of time. The dispatch team monitors traffic patterns on a monitor in the dispatch room, and can project a late running route based on traffic congestion or accidents.

For delays that cannot be planned for, MV uses contingency response plans. The scheduling team examines the next day's reservations, peak hours, projected cancellations, delays with passenger loading, and other factors to designate an appropriate number of flex routes. These routes can be assigned to extraboard operators and put into service to pick up excessively late trips or others.

Manager Oversight and Involvement

All levels of management, from General Manager

involved in monitoring dispatch activities, both on the floor and in Trapeze. This constant involvement in the dispatching process allows the management team to quickly respond to issues that could impact on time performance.

Daily Trip Movement

As discussed in section CDRL MACS-OCC-1:4.1, Effective Trip Movement, trip movement can directly impact on time performance. In the event a route is running late, the late trip dispatcher can reassign trips to other routes to get the route on time. It is imperative, however, that trip movement occur within the guidelines determined by MV and WMATA to minimize negative impact to other trips or routes, or would cause an operator to be on duty in excess of the allowed hours of service.

to the dispatch supervisors, are



Daily Messages Reinforce Safety

Daily, a corporate issued safety message is published and delivered to all MV locations. Each message is posted at the MACS-OCC, and the dispatchers deliver the message to the operators by reading it over the radio, transmitting it to the MDT. Additionally, a daily safety message is printed on the operators' trip manifests. All meetings and conference calls must begin with a safety message.



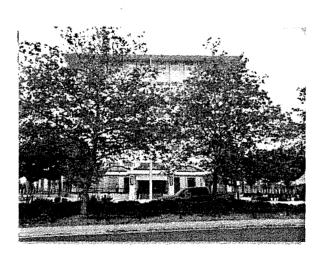






As the MACS-OCC contractor, MV understands its responsibility in recognizing and contributing to the overall success of the service delivery. It is incumbent of the MACS-OCC team to provide actual performance data gleaned from the various systems to each of the service delivery contractors regarding their own operators' performance.

MV will issue monthly reports to each service delivery contractor identifying the top performing operators in the areas of productivity, on-time performance, and Drive



Cam incidents. MV will also issue a morning and end of day report identifying operators who have left the yard late that day.

Meetings with the Service Delivery Contractors

MV will schedule weekly meetings between the managers of each of the service delivery contractors' garages, and its OCC managers to ensure ongoing and production conversations. Additionally, MV is willing to make space available for any service delivery contractor who wishes to station a supervisor in the call center.

2. Excessively Late Trips

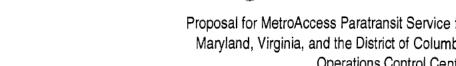
MV will monitor late trips in Trapeze throughout the service day. The Late Trip and Late Appointment Time views in Trapeze display and organize trips by the number of minutes late. This assists the dispatch team in prioritizing their response to late trips to minimize excessively late trips.

Supervisors use the following chart as a guideline for prioritizing responses to late trips:

	Trips that are less than 45 minutes out				
Number of Late Trips Per Run	1	2	3	4	5
< 15 Minutes Late	DNR	DNR	DNR	R	R
15 - 30 Minutes Late	DNR	DNR	R	R	R
>30 Minutes Late	R	R	R	R	R







	Trips that are more than 45 minutes out				
Number of Late Trips Per Run	1 3724	2	3	4	L,
< 5 Minutes Late	DNR	DNR	R	R	R
5 - 15 Minutes Late	DNR	R	R	R	R
> 15 Minutes Late	R	R	R	R	R

R = RESCHEDULE		
DNR = DO NOT RESCHEDULE		

3. Missed Trips

The internal customer service/quality assurance manager will review missed trips to determine the root cause in order to prevent future occurrences.

4. **Productivity**

Understanding that achieving strong on-time performance cannot be done at the risk of all other performance indicators, MV has initiated a program to reinforce the importance of productivity management in concert with on-time performance.

Under the theme "Productivity Never Stops" MV reminds its call center teams of the various methods of managing service productivity.

MV's schedulers are required to, as part of their daily responsibilities:

- improve scheduled productivity on all routes
- establish maximum taxi utilization
- establish the hours of taxi utilization
- close routes as necessary
- anticipate customer cancelation rates for the following day of service
- anticipate No Strand Trip rate for the following day
- consult weather forecasts and anticipate the frequency /severity of Out of Service events (based on predictive modeling).

MV's dispatchers are encouraged to consider the following:

Monitor and maintain service as close to scheduled productivity as possible







- Attempt to keep routes intact as much as possible, reducing trip movement when possible
- Reduce dwell times and maintain No Shows and Cancelled at Door dwell durations under 10 minutes and as close to 6 minutes as possible.
- Maintain scheduled taxi usage below 2% and same day taxi usage under 2%.
- Find the balance between OTP and Productivity

In an effort to motivate employees to improve productivity, MV has introduced some incentive programs to encourage its team and positively reward their efforts. For example, dispatch teams that achieve lowest dwell times for example (per team for the day) win gift certificates.

5. Complaints

In MV's experience with the MetroAccess service, the primary cause for complaints is late pickups or drop-offs; when on time performance increases, complaints decrease. It is therefore essential to control on time performance to achieve customer satisfaction, to improve communication with customers and provide accurate ETAs, and to minimize excessively late trips.

If the MetroAccess service experiences on time performance issues that are directly related to the service delivery contractor's staff (e.g. vehicle operator performance), MV will work with the contractor to identify and create a plan to correct these issues; this may include retraining, reevaluating management coverage, and/or hiring more operators. process will also communicating these issues to the QA contractor in order to follow up and make further recommendations to the service delivery contractor(s).

Additionally, MV has actively increased its customer service and outreach efforts, which have resulted in improved customer satisfaction. Detailed throughout this proposal, these efforts include the "Walk a Mile" program and



System Safety in MetroAccess

MV's System Safety Program Plan (SSPP) is consistent with federal, state and local regulations, and assures that industry standards are maintained in accordance with the standards of the American Public Transportation Association (APTA) and the Federal Transit Administration (FTA).

This program is audited biannually to ensure adequate overall compliance with the SSPP, operating rules, regulations, standards, codes and procedures.



the Telephone Doctor Customer Service training module.







6. Timely Response to Complaints

MV's complaint response procedures are detailed in section CDRL MACS-OCC-1:6. MV is committed to quickly and immediately resolving complaints. The internal customer service/quality assurance manager will be tasked with complaint investigation, and will carefully review all documentation related to the complaint. In the event the internal customer service/QA team has a large volume of complaints, MV's supervisors will assist in the complaint investigation process to ensure that complaints are resolved within two business days.

7. Timely Reporting of Incidents to WMATA

In the event of an incident, the vehicle operator is to immediately report it to the MACS-OCC dispatcher. The dispatcher alerts the dispatch supervisor, who completes an online form required by WMATA, sends the form immediately to the WMATA distribution list.

MV was excited to donate \$400 towards this years' NFB National Harbor annual picnic. MV also made a \$100 donation in their name to the BELL program (Braille Enrichment for Literacy and Learning).

8. Monthly Reporting or Administrative Failure to Perform

MV has prepared all required reports for the MACS-OCC for the last six years, and is extremely familiar with WMATA's requirements. Reports will continue to be generated, compiled, and submitted in a timely fashion.

9. Call Management

Minimizing call hold times is essential for customer satisfaction, and it is imperative that the MACS-OCC be sufficiently prepared to handle the call volume. To do this, MV's reservations manager examines historical call volumes by day and by season to forecast call volumes and create staffing projections.

MV uses a proprietary modeling tool that uses historical data (such as call volume, peak and non-peak employee productivity, etc.) to forecast staff requirements over the course of a given day, week or month(s). The tool uses both quantitative and qualitative forecasting methodologies to construct short-intermediate range models (both manpower and trip volume) in order to estimate staffing needed based on service requirements changes.







Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

For example, there was a surge in the call volumes on Mondays and Thursdays. MV responded by adjusting staffing levels and adding part time employees to handle overflow calls and other duties as needed. In the next contract term, WMR agents will augment the reservations team, handling overflow calls on busier days.

Forecasts can be made for the month, week, and day, and can accommodate variations for holidays. Once the project is completed, MV's management team reviews results for accuracy, and submits to WMATA for approval.

It is also important to mitigate other factors that could cause excessive hold times, such as calls in the queue that need to be redirected to other departments, or reservationists/WMR staff staying on calls with customers too long. The supervisors will monitor the queue and respond as necessary to assist agents to successfully reroute calls as needed, and to ensure they adhere to WMATA-provided scripts to manage call length.



TOUCH TAGE





Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

CDRL MACS-OCC-6: Electronic Data and Archiving System

MV's proposal contemplates use of the EDAS for the purposes of storing employee records, including but not limited to hiring information, training and coaching documentation, documentation of disciplinary action, reviews, and other hard copy personnel documentation. Further, MV's proposal contemplates scanning, indexing, and storing of all manifest data to be the responsibilities of the QA contractor. As such, MV's pricing for the Iron Mountain solution is limited to a maximum of 100 pages of data per day. Should WMATA require additional pricing for this solution to include manifest scanning, indexing, and storing, MV can provide this information immediately upon request.

MV is proposing the services of Iron Mountain for records management and data protection services. Iron Mountain is an industry leader in these types of services and offers WMATA turnkey infrastructure and support for this critical business process.

Weekly, Iron Mountain will pick up documents from MV's location, moved to their site where they are scanned and stored in an Iron Mountain warehouse. MV will be able to retrieve a scanned (indexed) copy of all collected documentation via web application and retrieve hard copy stored in local warehouse within 48 hours of pickup. Iron Mountain services include the following:

- Iron Mountain's Records Management services include:
 - Records management program development and implementation based on best-practices and expertise to help customers meet specific regulations that impact their business
 - Policy-based records management programs that feature secure, cost-effective storage, flexible retrieval access and retention management
 - Secure shredding and record destruction services provided in conjunction with records retention schedules, that ensures secured chain of record custody
 - Customized services for vital records, film & sound, and regulated industries such as financial services and healthcare.
 - Digital Record Center Content Management
- Iron Mountain's Data Protection services include:
 - Secure, off-site vaulting of data backup tapes for fast and efficient data recovery in the event of a disaster, human error or virus
- Iron Mountain's Digital services include:
 - Digital Archiving services for secure, legally compliant and cost-effective long-term archival of electronic records, including SEC-compliant email
 - Content Monitoring and Supervision





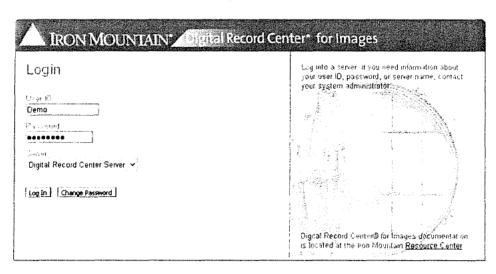




Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

- Managed, online data backup and recovery services for PC and server data Connected Backup and LiveVault
- Intellectual Property Management services to secure source code and other proprietary information with a trusted, neutral third party – IPM
- Domain Name Registration and Management
- Digital Archives for Medical Images
- Data Restoration and Electronic Discovery Service
- Email Continuity Service
- Data Defense

MV has attached a copy of the document titled "System Description of the Information Technology (IT) Infrastructure Environment System relevant to Security, Confidentiality, Availability and Processing Integrity" received from Iron Mountain, following this section.



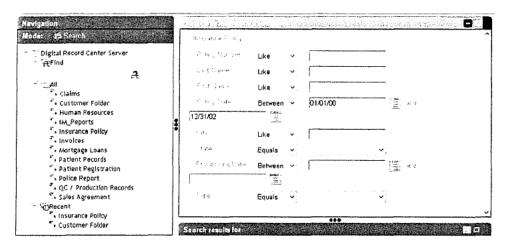
Login Screen



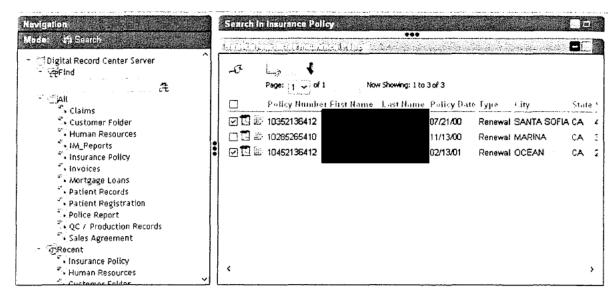








Search Screen



Search Results Screen

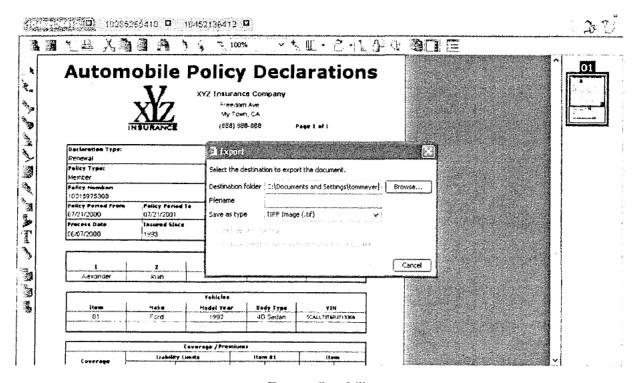






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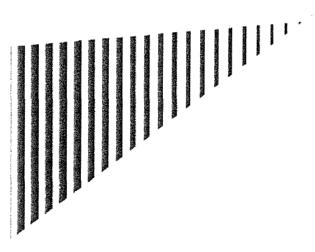


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Page 1 of 12 100%

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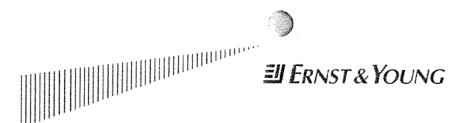
Iron Mountain, Inc.

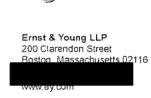
SOC 3 SysTrust for Service Organizations Report

System Description of the Information Technology (IT) Infrastructure Environment System relevant to Security, Confidentiality, Availability and Processing Integrity

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Report of Independent Accountants	2
Assertion of Management	3
System Description	2





Report of Independent Accountants

To the Management of Iron Mountain, Inc.:

We have examined <u>management's assertion</u> that Iron Mountain, Inc. ("Iron Mountain"), during the period January 1, 2011 through December 31, 2011, maintained effective controls over its Information Technology Infrastructure Environment System ("IT Environment" or "System") to provide reasonable assurance that:

- the IT Environment was protected against unauthorized access (both physical and logical);
- the IT Environment was available for operation and use as committed and agreed;
- the IT Environment was complete, accurate, timely, and authorized; and
- information from the IT Environment designated as confidential was protected as committed or agreed;

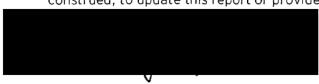
based on the <u>AICPA/CICA Trust Services Criteria for Security</u>, <u>Availability</u>, <u>Processing Integrity</u>, <u>and Confidentiality</u>. This assertion is the responsibility of Iron Mountain's management. Our responsibility is to express an opinion based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included (1) obtaining an understanding of Iron Mountain's relevant security, availability, processing integrity, and confidentiality controls, (2) testing and evaluating the operating effectiveness of the controls; and (3) performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion.

Because of inherent limitations in controls, error or fraud may occur and not be detected. Furthermore, the projection of any conclusions, based on our findings, to future periods is subject to the risk that the validity of such conclusions may be altered because of changes made to the system or controls, the failure to make needed changes to the system or controls or a deterioration in the degree of effectiveness of the controls.

In our opinion, Iron Mountain's management's assertion referred to above is fairly stated, in all material respects, based on the <u>AICPA/CICA Trust Services Criteria for Availability</u>, Security, Processing Integrity, and Confidentiality.

The SOC 3 SysTrust® for Service Organizations Seal on Iron Mountain's Web site constitutes a symbolic representation of the contents of this report and it is not intended, nor should it be construed, to update this report or provide any additional assurance.



March 15, 2012



Report by Management on the Controls Over the Information Technology (IT) Infrastructure Environment System Based on the AICPA/CICA Trust Services Criteria for Security, Availability, Processing Integrity, and Confidentiality

Iron Mountain maintained effective controls over the security, availability, processing integrity, and confidentiality of its Information Technology Infrastructure Environment System ("IT Environment") to provide reasonable assurance that:

- the IT Environment was protected against unauthorized access (both physical or logical);
- the IT Environment was available for operation and use as committed and agreed;
- the IT Environment processing was complete, accurate, timely, and authorized; and
- information from the IT Environment designated as confidential was protected as committed or agreed;

during the period January 1, 2011 through December 31, 2011, based on the <u>AICPA/CICA</u> Trust Services Criteria for Security, Availability, Processing Integrity, and Confidentiality.

Our attached <u>System Description</u> of the IT Environment summarizes those aspects of this system covered by our assertion.

Senior Vice President Global Infrastructure Services Iron Mountain

March 15, 2012



System Description of Iron Mountain's Information Technology (IT) Infrastructure Environment 2011

Executive Summary

The following system description covers Iron Mountain's Information Technology Infrastructure Environment ("IT Environment" or "System") including: data center operations, database administration, storage management, server administration, help desk support, system backup and disaster recovery processes, as well as network operations, system monitoring tools and processes, system security (both logical and physical), change management and common support processes, applicable to all lines of business.

The System is comprised of the following components:

- Infrastructure (facilities, equipment, and networks)
- Software (systems, applications, and utilities)
- People (developers, operators, users and managers)
- Procedures (automated and manual)
- Data (transaction streams, files, databases, and tables)

The following sections of this description define each of these five components comprising the System.



<u>Infrastructure</u>

The Iron Mountain IT Environment includes four data centers, located in Pennsylvania, United States; Missouri, United States; Quebec, Canada and Ontario, Canada. Housed within these data centers are the supporting operating system platforms (UNIX, Linux, and Windows based), networking components (routers, switches, firewalls), and data storage devices. The data centers are inter-connected to several designated Iron Mountain office locations by an IP based network architecture. The IT personnel that support these data centers are primarily based at the Company's corporate office facilities in Massachusetts and Pennsylvania as well as each of the Company's datacenter locations in Pennsylvania, United States; Missouri, United States; Quebec, Canada and Ontario, Canada.

This system description covers the IT infrastructure (e.g., network, operating system and database components) supporting the following technology solutions, which are managed by Iron Mountain's Infrastructure Services group:

- Document Management Storage Digital Records Center Imaging
- Document Management Storage Kofax
- Iron Mountain Connect Web Portal
- SafeKeeper Plus (SKP)
- Secure Base

Infrastructure Services is presently responsible for supporting approximately 300 servers supporting the in-scope technology solutions. These servers are summarized below by operating system and the various purposes served.

Operating System	Server Purpose	
UNIX: HP-UX 11.11 HP-UX 11.23 AIX Solaris 8 Solaris 9	Database servers System management tools Networking systems Backup/Recovery services	Web servers and FTP Monitoring tools Application servers
Linux: Redhat Linux AS 2.1 Redhat Linux ES 3.0 Redhat Linux ES 4.0	Web servers and proxies Customer data intake servers (ESF, MQ, FTI) Backup/Recovery services	Monitoring tools FTP services Application servers Data Ingestion Processes
Windows: Windows 2003 Windows NT4 Windows NT5	Data Ingestion processes Monitoring tools Application servers Database servers	FTP services Backup/Recovery services Domain controllers



Software

Software utilized by Infrastructure Services to manage and support the Iron Mountain IT Environment includes 1) storage management, 2) system monitoring, 3) job scheduling, processing and monitoring, 4) network monitoring, 5) security monitoring, 6) change management, and 7) help desk support. The Iron Mountain IT Environment described herein does not include application software supporting the technology solutions provided by Iron Mountain to individual clients or Iron Mountain's business unit applications.

People

Infrastructure Services personnel provide the following core support services over the Iron Mountain IT Environment components above:

- Data Center Operations
- Database Administration
- Data Storage Management
- System Administration
- Network Operations
- System Monitoring
- Network Administration
- Information Technology Security Administration
- Application/System Access Administration
- Help Desk Support
- Service Management
- · Change Management

In order to provide these services, Infrastructure Services is divided into four functional areas: Network Services, Computing Services, IT Security Administration and Support. Below is a brief description of each of these functional areas:

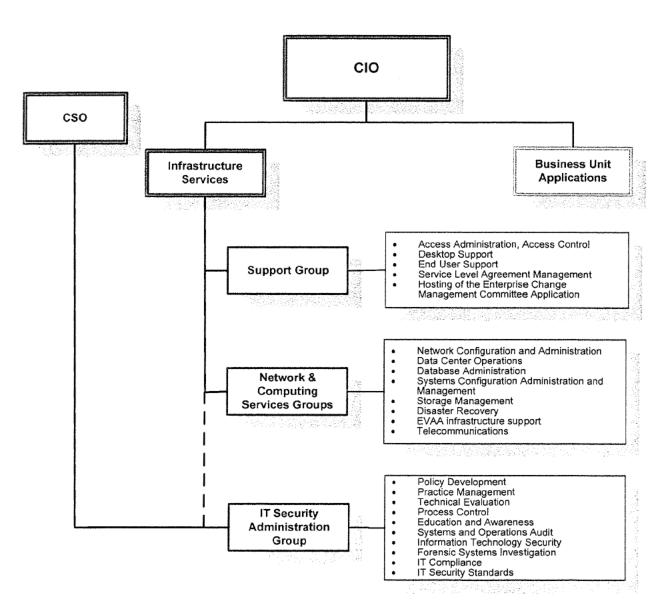
- The Network Services and Computing Services groups are responsible for Network Configuration and Administration, Data Center Operations, Database Administration, Systems configuration, administration and management, Storage Management, Disaster Recovery, EVAA infrastructure support and Telecommunications. Telecommunications services performed by the Computing Services group are excluded from the scope of the SysTrust® examination.
- The Information Technology Security Administration group is responsible for
 ensuring the protection of all information and telecommunications systems
 through policy development, practice management, technical evaluation,
 process control, education and awareness, systems and operations audit,
 information technology security and forensic systems investigation, IT
 Compliance and IT Security Standards.

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<u>The Support group</u> is responsible for Access Administration, Access Control,
Desktop Support, End User Support, Service Level Agreement Management and
hosting of the Enterprise Change Management committee Application. The
Business Unit specific tasks (e.g., end user administration, application support and
security) performed by the Support Team are excluded from the scope of the
SysTrust® examination.

The following diagram depicts the organizational structure described on the previous page.

*Grayed out areas are out of scope of this SysTrust® examination





Procedures

Iron Mountain has documented policies and procedures to support the operations and controls over its IT Infrastructure Environment managed by Infrastructure Services. Specific examples of the relevant policies and procedures include the following:

- Policy management and communication
- System security administration
- Server security configuration
- Computer operations
- Network operations
- Disaster recovery planning
- Job scheduling and monitoring of data processing
- Enterprise change management
- Incident/Problem management
- Physical security administration
- Tape back-up and offsite storage

Data

Infrastructure Services manages the following four database platforms within the Iron Mountain IT Infrastructure Environment: Oracle, SQL, DB2 and Progress. Access to data is limited to authorized personnel in accordance with the Company's system security administration policies.

Infrastructure Services is also responsible for the overall availability of data, including system backups, monitoring of data processing and file transmissions as well as identifying and resolving problems.

The scope of the IT Environment covered by this system description is limited to the IT infrastructure supporting the technology solutions above, which are managed by Infrastructure Services. Infrastructure Services also provides the following functions, which are not in scope of this report:

- Telecommunications
- Business Unit specific tasks
- Application software and support tasks



Company Overview

Iron Mountain is a trusted Global outsourcing partner for both records management and data protection services. The Company's comprehensive services help businesses save money and manage risks associated with legal and regulatory compliance, protection of vital information, and business continuity.

Iron Mountain's Records Management services include:

- Records management program development and implementation based on best-practices and expertise to help customers meet specific regulations that impact their business
- Policy-based records management programs that feature secure, cost-effective storage, flexible retrieval access and retention management
- Secure Shredding and record destruction services provided in conjunction with records retention schedules, that ensures secured chain of record custody
- Customized services for vital records, film & sound, and regulated industries such as financial services and healthcare.
- Digital Record Center Content Management

Iron Mountain's Data Protection services include:

 Secure, off-site vaulting of data backup tapes for fast and efficient data recovery in the event of a disaster, human error or virus

Iron Mountain's Digital services include:

- Digital Archiving services for secure, legally compliant and cost-effective longterm archival of electronic records, including SEC-compliant email
 - Content Monitoring and Supervision
- Managed, online data backup and recovery services for PC and server data Connected Backup and LiveVault
- Intellectual Property Management services to secure source code and other proprietary information with a trusted, neutral third party – IPM
- Domain Name Registration and Management
- Digital Archives for Medical Images
- Data Restoration and Electronic Discovery Service
- Email Continuity Service
- Data Defense



User Entity Control Considerations

In designing its system, Iron Mountain has contemplated that certain complementary controls would be implemented by user entity organizations (Iron Mountain's Clients, etc.) to achieve certain criteria applicable to security, confidentiality, availability and processing integrity. The complementary user entity controls are listed below.

- Clients are responsible for safeguarding the passwords used to access Iron Mountain
 applications, and do not share them with un-authorized personnel. Furthermore, any
 need for creation, deletion or modification of user access must be timely notified to
 Iron Mountain. (Criteria S3.2).
- Clients are responsible for the appropriateness (and maintaining the confidentiality) of data provided to Iron Mountain and/or entered into Iron Mountain applications. (Criteria C3.2)
- Clients are responsible for adequately securing data contained in output reports provided by Iron Mountain, including appropriateness of individuals accessing any output reports through the Iron Mountain system. (Criteria C3.8).

DRIVECAM LETTER OF SUPPORT



8911 Ba Avenue San Diego, CA 92123 United States of America



July 26, 2012

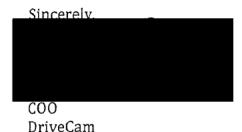
To Whom It May Concern,

I've had the pleasure of working closely with MV Transit throughout the US for over 3 years. In that period, I have come to appreciate how diligent MV manages their entire safety and risk management program. They were one of the first DriveCam programs to institute a consistent progressive discipline policy including targeted DriveCam behaviors and points-based thresholds. I have found MV to be consistently searching for improvement ideas to make their safety program better, and have been particularly impressed by the vigor with which they have focused on recent improvements over the last six months.

To describe some of these recent efforts, MV and DriveCam have begun collaborating more closely to ensure MV is maximizing the potential of the DriveCam system. This closer relationship involves sharing more data for additional reporting, enrolling MV personnel in DriveCam training on a consistent basis, and sharing best practices learned through DriveCam's experience in the transit industry. MV also now has a DriveCam employee working out of MV's headquarters to support and provide customized training to all of MV's divisions. The results of this collaborative relationship can be seen in the significant decrease in risky behaviors and better insight into where the risk lies across MV's divisions, including WMATA.

The WMATA division has excelled in managing their DriveCam program recently. MV's dedicated DriveCam analyst visited the division in March of this year in order to observe how the division managed its program to produce outstanding key performance indicators. The analyst was able to learn best practices that have been shared with other divisions across the country. The MV WMATA team also expressed what additional information they needed to have better insight to the risk within their fleet. The division now receives the custom reporting they need on a weekly basis, and members of the WMATA team have received additional personalized training. The division has all of the resources it needs to continue to have valuable insight to what risky behaviors are occurring and to prevent future occurrences.

As the relationship between MV and DriveCam continues to grow, we can expect the additional sharing of knowledge to lead to better reporting, insight, and improvements in safety. The daily communication between MV safety personnel and DriveCam has created a symbiotic relationship that produces constant improvement to MV's DriveCam program. This improvement will help MV and the WMATA division in accomplishing their key priority of their keeping drivers and passengers safe.







CDRL MACS-OCC-7: Service Interruptions Plan

MV is committed to ensuring that the MetroAccess service operates safely and continually, and recognizes the importance of having contingency plans for a range of common and uncommon service interruptions, including on-road vehicle failures, severe weather events, or Trapeze system failure or malfunction.

In the event of severe weather or other event that could impact service, General Manager will be on site to personally ensure the MACS-OCC remains open until the last service vehicle completes its run and returns to the yard.

On-Road Emergency Response

MV's dispatch team is trained and prepared to respond to in-service including vehicle emergencies, passenger incidents and accidents, and other interruptions to service. Vehicle operators are expected to immediately report incidents to the radio dispatcher, who will respond appropriately and immediately. If necessary, the dispatcher may contact emergency services to respond to the scene. The dispatch supervisors will closely monitor the situation.

When a road call occurs, the operator will notify the MACS-OCC radio dispatcher of the issue immediately via radio. The dispatcher will call the appropriate service delivery contractor's yard supervisor and provide the location of the vehicle. The dispatcher will then



Threat Reduction Training

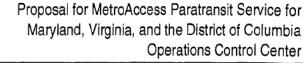
In the next contract term, MV's classroom training for the MACS-OCC will include a 30-minute presentation of the Warning Signs video, produced by the National Transit Institute's Workplace Safety and Security Program through the funding and support of the FTA.

This training guides dispatchers in talking operators through threatening situations and will aid the entire staff's response to a threat or emergency in the field or at the PGP.



notify the dispatch supervisor, who will ensure that the driver is in a safe location and attempt to talk the operator through troubleshooting and correcting the issue. If the situation cannot be resolved, the dispatch supervisor will call the appropriate service provider's window dispatch and notify them of the issue.







If the issue is not safety-related, the operator will be instructed by the dispatcher to proceed to the next drop off and wait for the responding party. This eliminates the need for the on-board passenger to wait for the resolution of the roadcall.

If a replacement vehicle is required, the window dispatcher will notify the MACS-OCC dispatcher of the vehicle swap. Once service resumes, the operator will notify the MACS-OCC and will log into his or her MDC to receive their manifest.

The MACS-OCC will issue a road call report each week to all service delivery contractors. Service delivery contractors are required to complete the road call, citing the issue that was identified and corrected.

2. Backup Reservations, Dispatching, and Scheduling Procedures

In the event of a Trapeze system failure, MV has extensive backup procedures for reservations, dispatching, and scheduling.

Dispatching

When the Trapeze system is down, the dispatch team relies heavily on radio communications with vehicle operators on the road. They must be knowledgeable as to how to obtain the status of the operator and vehicle and how to manage trips/routes without the use of Trapeze. The dispatch team, under the direction of their dispatch supervisors, will use the Sprint Radio System to maintain communication with the operators at all times. Dispatchers will be directed by the dispatch manager or dispatch supervisor to access the emergency management manifest. This manifest is an online document containing trip and run information, allowing the dispatcher to guide the vehicle operator on his/her route by radio.

Agents are expected to:

- Stop all trip movement;
- Communicate to operators and service delivery contractor(s) to only use paper manifests;
- Gain access to and use the Emergency Manifest;
- Continually communicate with each operator to assess all pickup and drop-off times as displayed within their paper manifest;
- Maintain a written log for each route/operator they are responsible for maintaining and document time for each remaining pickup and drop-off, to include times, locations, etc.; and
- Communicate any/all discrepancies to their dispatch supervisors as it relates to the routes they
 are responsible for managing.







At shift change, dispatch supervisors and agents are to turn over any/all documentation (i.e., emergency manifest, logs, notes, etc.) as it relates to the status of their respective routes to the next agent and ensure they are fully apprised as to the status of each run prior to the agent taking charge.

In the event of a stranded rider, dispatch agents are to:

- Document the name, location, and call-back number within their log;
- Alert the dispatch supervisor;
- Openly communicate within the dispatch area the need for identifying an operator/vehicle that
 may be able to assist with a stranded rider; and
- Document within the log the vehicle number and route that the stranded rider was placed upon
 and the name of the dispatch supervisor whose service delivery contractor will be responsible
 for the pickup of the stranded rider.

Reservations

Pursuant to WMATA policy, MV requires the fare calculator function in Trapeze to book trips. When the Trapeze server goes down, MV will, with WMATA's permission, temporarily close the reservations line and on-line trip booking. If the system goes down in the middle of the day, however, MV will extend trip booking hours once the system is operable again, to allow people to book trips for the next day. If the Trapeze system goes down locally, as in the case of a power outage at the MACS-OCC, MV can temporarily move the scheduling team to the emergency call center facility at JGB to complete the schedules for the next day.

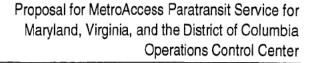
Scheduling

If the Trapeze server goes down, the scheduling function will need to stop until the problem can be rectified. If the Trapeze system goes down locally, as in the case of a power outage at the MACS-OCC, MV can temporarily move the scheduling team to the emergency call center facility at JGB to complete the schedules for the next day.

3. Facility Contingency Plan

In 2010, burst pipes in the PGP facility made the MACS-OCC office unavailable. General Manager and his management team quickly moved agents to the JGB alternate location within three hours with no interruption to service. After successfully directing on-street service and managing call center operations for two days in the alternate location, his team, and WMATA met to review and refine procedures to create a plan for future occurrences.







In the event the OCC facility at Prince George's Plaza must be evacuated, or cannot be occupied due to a fire, flooding electrical damage, or other unsafe conditions, MV will relocate OCC operations to the emergency call center (ECC) at WMATA's headquarters at JGB, or another location as designated by WMATA.

Procedures

General Manager will contact WMATA to initiate the relocation procedures.

MetroAccess staff notifies WMATA IT to start the set-up of the ECC at JGB; at a minimum, call center operations need to be established for dispatch and reservations. MV IT works with WMATA IT on establishing the ECC and the stability of the system.

The staff is directed outside of the building to the predetermined rendezvous place. Supervisors take a head count of all employees.

A manager will be placed in charge of coordinating with service delivery contractors or WMATA fixed route to arrange for transportation of all employees to JGB. Another manager will remain on site at the MACS-OCC to direct employees who arrive after the initial evacuation to JGB.

Once employees begin arriving at JGB, a manager will be stationed outside to direct employees into the designated ECC areas. Other supervisors will be located at strategic spots within JGB to ensure employees only go where assigned, and to limit their access to other locations in the building.

Radios, chargers and batteries are taken out of the OCC prior to evacuation in order to keep contact with operators.



Emergency Action Drills

MV holds monthly meetings with its staff to review the emergency action plan, confirm safe meeting points, identify team members that may need assistance to safely exit the building, and what equipment or other items to bring out of the building. These monthly reminders ensure that, should an emergency take place, MV's MACS-OCC team is prepared to respond safely and quickly.



All dispatch radios shall be taken and accounted for by the last senior manager out of the OCC.

MV IT works with WMATA IT to shut down the Reservations Phone Queue, and to change the IVR Message: e.g.: "The MetroAccess Operations Control Center in Hyattsville has been evacuated due to an emergency. MetroAccess asks customers to expect significant delays during this period."







The IT manager will ensure that all of the operator manifests have been printed. If the evacuation occurs during the morning or afternoon dispatch shifts, the IT manager will work with the other managers to distribute the manifests, along with radios, to all of the dispatchers. Dispatchers are to update their manifests, to the best of their abilities, while waiting for transportation down to IGB and the ECC.

Departments will be set up in the following order:

Dispatch: Dispatchers arrive at IGB and continue to work off of the emergency manifests until the ECC Trapeze system is operable. Management shall determine the best course of action for which teams start on Trapeze, and which continue off of emergency manifests. Dispatchers will update Trapeze with the information on their manifests as quickly as possible, starting with the last trip performed for the route, moving backward to update the system. The goal is twofold: to establish the current location or last location of vehicles and to establish

which clients have been picked up and which ones are still waiting for their rides.

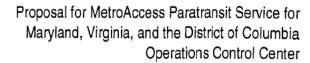
- WMR: Sole function is to answer the calls. When the WMR queue is first established, WMR agents will not be able to effectively update customers on the location of the vehicles. WMR at this juncture will state: "The MetroAccess Operations Control Center was evacuated due to an emergency. At present, we are not able to effectively inform you of the location of your vehicle and are advising customers to expect significant delays today. Please let us know if you have any cancellations for your trips today." Regardless of the volume of calls in the queue, WMR shall be dedicated to answer all calls, leaving dispatchers to be able to dispatch operators. As needed, supervisors will assist with WMR calls.
- Reservations: The reservations team will be transported down to JGB after the dispatch teams. Reservationists will be assigned duties as needed until reservation stations are set up.
- **Accounting:** If the event occurs on a payday Friday, accounting shall be relocated down to JGB to print paychecks and process payroll. Checks are handed out at JGB to employees to ensure that all employees are paid.
- Reconciliation: At the discretion of WMATA, reconcilers (due to their skills in other departments) will be sent to JGB to enter pickup and drop off times from operator from the emergency manifests.

Roles

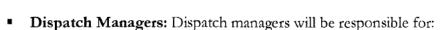
•	General Manager:	will be responsible for overall command of situation
	and communication with WMATA	

Assistant General Manager: will be responsible for the relocation of the MACS-OCC to the ECC, coordinating with all units and departments.









- Coordination with service delivery contractors;
- Transportation of OCC staff to ECC at JGB;
- Coordination with MACS-OCC managers and setting responsibilities for managers in all departments;
- Overseeing and motivating ECC staff to start working as quickly as possible
- Reservations Manager: shall report to JGB to establish the Reservation ECC and to work with getting personnel ready and established in their seats.
- IT Manager: will communicate with WMATA IT regarding IVR and Trapeze. He will provide assistance with emergency manifests. He will set up of temporary ECC until WMATA IT arrives at the scene.

Department managers will contact all employees in dispatch, WMR, reservations, scheduling, all department heads and managers in accounting and reservations, and supervisors in all departments. All managers and supervisors are to report at JGB at set times to assist with the communications, organization and leading departments.

Supervisors show up for their regular shift schedule; managers are put on as needed, to ensure coverage throughout the period of relocation.

Note: After the ECC has been set up, and the system has been stabilized, General Manager
Assistant General Manager shall rotate shifts at the ECC to ensure that a senior manager is on duty at all times at JGB until the crisis is resolved.



Security & Emergency Preparedness

The System Security and Emergency Preparedness Plan (SSEPP) is a set of comprehensive security goals, objectives, and strategies that maximize the security of MV's passengers, employees, and property.

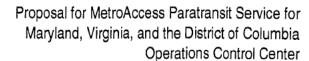
MV's SSEPP was developed in cooperation with the U.S. Department of Transportation's Federal Transit Administration (FTA), Office of Transit's System Security and Emergency Preparedness Training and Technical Assistance Program.



4. Severe Weather Plan

In the event of severe weather, MV follows WMATA's Severe Weather Policy. General Manager will be on site at the MACS-OCC for all severe weather events to ensure that MV's







operation complies with WMATA policy and that passengers are safely transported to their destinations. Throughout a severe weather event, will stay in constant communication with WMATA staff regarding operations, following WMATA's direction and remaining in compliance with MetroAccess policy as alert levels change.

Passenger Transportation

Generally, when weather conditions do not allow for safe transport, outbound trips are discontinued and only return trips are provided (this is only done upon authorization from WMATA). Customers are notified if their trips are cancelled.

It is the policy of MetroAccess to attempt to operate all return or inbound trips before MetroAccess operations are discontinued.

No passenger shall ever be left stranded due to severe weather. The OCC will ensure that customers who have taken a trip that service day are safely returned home.

Dispatch

Dispatch is the key operations function during severe weather. During a crisis situation, the number one priority is the safety of passengers, operators, and OCC staff. Communication

between operators and dispatch is to be clear and constant.

Throughout its tenure as the MetroAccess provider, MV has worked closely with WMATA and its operations team to respond to emergency situations, natural disasters, severe weather, and other unforeseen events. From winter storms, to earthquakes, to carjacking, MV's team has remained calm and managed service in a manner that minimizes the impact to the MetroAccess passengers.

During heavy snowfall, for example, operators are to communicate street conditions from around the city. If a side street, court, or subdivision has not been properly ploughed, the operator is to communicate the potential problems. Dispatch will inform passengers of any problems with vehicles arriving safely to their pickup locations, so that the passenger can make other arrangements. If a drop-off location is not accessible, dispatch will call passengers' family members or caretakers to make arrangements for a secondary drop-off location close to the passenger's destination, where the vehicle would wait for the passenger's family or caretakers to arrive to pick up the passenger. This ensures that the vehicle does not become stuck and reduce the chances for an accident or incident.







The WMR function in dispatch is staffed to handle the calls from clients during the severe weather event. When WMATA's Alert Levels change, the WMR team will inform customers. If the service increases to an Alert Level 3 or Level 4, where service is reserved for returning customers home, the WMR team is assigned to calling all customers who have not had their return trips, to notify them of the changes. MV will constantly call customers until all are reached with the weather information and make arrangements to pick up customers earlier, whenever possible.

Service continues until all passengers who have travelled that day are safely accounted for and returned home.

IT

IT is responsible for IVR messaging and ensuring that systems are available for personnel. If the OCC has to be evacuated, MV's IT teams works in conjunction with WMATA to ensure a smooth transition to the Emergency OCC (in conjunction with the COOP plan).

IVR

IVR and E-Alert Text messages are sent out in accordance with MACS Severe Weather Plan, based on the alert level:

- Alert Phase: "Weather advisory is in effect. Please listen to weather reports on your local radio or television station and plan your travel accordingly."
- Level 1: "Weather advisory is in effect. Although MetroAccess intends to operate on schedule, weather conditions may cause some delays."
- Level 2: "A winter weather advisory (or storm warning, or hurricane warning, if applicable) is in
 effect. Although MetroAccess intends to operate on schedule, weather conditions will cause
 some delays. We suggest that you consider canceling your trips if your travel is not essential."
- Level 3: "Due to severe weather conditions, and for your safety, MetroAccess will operate on a limited service schedule. MetroAccess will provide only medically essential trips (such as for dialysis treatments) and return trips for other customers who are already traveling. All other trips will be canceled. We apologize for any inconvenience this may cause."
- Level 4: "Due to severe weather conditions, and for your safety, MetroAccess service has been suspended and all trips have been canceled. If you have a medical emergency, please hang up and dial 911."

MV will make recommended changes to the IVR messages, if conditions are projected to change during the next 24 hours. For example, if conditions are projected change the system from Alert Phase to Level 2, MV will recommend changing the IVR message to include part of the Level 2 message.









After storm messaging is important. For example during the power outages in July 2012, caused by heavy winds, the IVR message informed passengers to ensure that their destinations were also open for service and to expect delays due to downed trees, power lines and power outages.

Reservations

The goal is to have reservations open during normal business hours. MV may make recommendations to WMATA, when the weather system has passed and street conditions have improved, to stay open later to be able to take reservations for emergency services (for example dialysis clients). MV will make arrangements to pick up personnel to ensure that the OCC Reservations department is staffed.

Transportation and Housing for Personnel

In the event of Metrobus and MetroRail outages, MV may make arrangements to transport key personnel from their homes or common locations to the OCC, in order to ensure staff coverage for all departments. MV may also elect to arrange for hotel accommodations for staff as well, and run a shuttle service from the hotel.

Leadership in the OCC during Severe Weather

With the projection of severe weather, MV will have	a senior manager on duty in the OCC to lead
the entire operation during the crisis	(general manager) will lead the team, and will
be supported by dispatch and reservations managers.	_

or the senior manager on duty will provide continual updates to WMATA and make recommendations based on the weather forecast, street conditions, accidents, stuck vehicles, road closures. MV will continue to watch the weather forecasts projected into the following day service and make recommendations regarding the level of service that can be safely performed.

or the senior manager will communicate with all service delivery contractors regarding to service needs. This individual will also be in communication with road supervisors for street information.

Weather Updates

Hourly weather updates are provided by the Senior Manager in the OCC. Weather updates will include:

- Projected weather forecasts
- Vehicles Ready









- Estimated Operators for shifts
- Operators confirmed for shifts
- Status of Side Streets
- Access Major Roads to Highways
- Requests
- Notes
- OCC Staffing Plans
- Notes from road supervisors on street conditions.

Communication with Service Delivery Contractor(s)

Managers supervisors communicate with all facilities on an hourly basis, regarding operators on the street, conditions of side streets and parking lots, number of operators projected for service the following day, and any other problems.

Key Departments

Due to safety considerations, MV may recommend, based on severity of the weather system, to close departments that are not key to the actual operations of the service. These departments include customer service, no shows, reconciliation, HR Customer and Internal Service/Quality Assurance. Dispatch, WMR, scheduling, and reservations will remain open.

About SVP of Safety

As senior vice president of safety, as MV's foremost safety authority and holds executive-level oversight of the company's safety and training programs. He is a 20 year veteran of transportation safety, and began his career working for the National Transportation Safety Board.

directly oversees MV's team of vice presidents of safety and is charged with the ongoing management of MV's safety infrastructure. He establishes policy and procedure that is consistent with the company's mission and values, and which keep safety in the forefront of each of MV's operations. His span of supervision includes training, fleet safety, occupational safety, injury and illness prevention, and systems security policy and procedure.

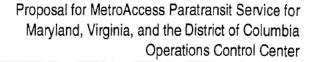
Joining MV in the summer of 2012, formerly served an 11-year term as the safety and chief safety officer for Jet Blue Airways. Despite Jet Blue's significant growth, realized a culture of safety that cascaded throughout the organization and resulted in accident-free performance through this time. Jet Blue employs 14,000 professionals, operates a fleet of 169 aircrafts, and is the seventh largest U.S.-based Airline in the world. His work resulted in the company's number one ranking among major US airlines with the lowest number of employee injury (reduction of 47 percent over five years) and aircraft damage rates (reduction of 75 percent over five years).

Prior to joining Jet Blue, Steven served at Delta Air Lines. As director of safety performance and quality, he established several unique and effective safety programs throughout the operation, and was integral in operational data reporting management. While working for the National Transportation Safety Board, Predmore conducted research in areas of transportation safety, providing technical support and conducting studies on transportation safety issues.

earned his PhD in Social Psychology at the University of Texas at Austin.







CDRL MACS-OCC-8: QA Interface Plan

General Manager has overseen the Quality Assurance department since his arrival at MetroAccess in 2009. Under the new contract structure, this department will no longer fall under his oversight; however, he will work in partnership with the new QA contractor to ensure it has the data and access its personnel need to effectively evaluate MV's performance in the MACS-OCC.

The operations structure of the current contract does not include a separate and dedicated Quality Assurance (QA) contractor; all quality assurance functions are handled by either the MACS staff or MV's team.

MV is not submitting a proposal for the quality assurance contract. As WMATA's current contracted partner for both service delivery and OCC operations, MV is confident that its operating strength in these specific areas provides the best option for WMATA moving forward, with quality assurance outsourced to a third party. Further, the structure change presented in the RFP will result in greater operational focus, improved accountability, and detailed reporting – while still achieving a fair, unbiased review process.

Although not bidding the $Q\Lambda$ work, MV's experience in managing

QA activities for the MetroAccess contract affords the company a great advantage in understanding the intricacies of these activities, and the necessary interfaces between the new QA contractor, the Service Delivery contractor, and the MACS-OCC contractor.

Safety

Safety is a core tenet of MV's operations; all quality assurance activities – internal or those interfaced with third party contractors – place safety at the top of MV's priority list.

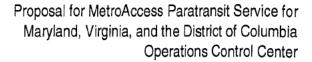
As the MACS-OCC provider, MV understands its role in assuring the highest quality by placing an emphasis on safety. This includes activities such as:

- Proper logging of all trip requests so as to ensure all detail regarding trip requests are appropriately
 logged and confirmed (i.e. passenger needs and accommodations such as mobility devices), managing
 parameters to accommodate load times, average speeds, seasonal conditions, etc.; documentation and
 communication regarding pickup/drop-off locations; etc.)
- Enforcing and complying with MV's Zero Tolerance Drug and Alcohol policy









- Announcing Safety Messages to operators via radio and/or MDT
- Appropriate monitoring of service using Trapeze system
- Coordination with Service Delivery contractor in the event of road calls
- Appropriate coordination of resources needed to respond to an on-board and/or on-road emergency
- Filling out an incident report within 15 minutes of the accident/incident. This report goes out to safety and the WMATA.
- Coordinating with the safety manager to have a road supervisor sent to the scene of the accident/incident.
- When necessary, coordinating EMS service for the passenger and operator.

MV will work cooperatively with the QA contractor with the understanding that safety is the number one goal of the service.

Transparency and Accessibility

In establishing productive relations with its passengers and its customers, it is critical that MV conducts its business with the utmost honesty and integrity, thereby creating a level of transparency and accessibility for all stakeholders. MV will make its operations open and available to both WMATA and the QA contractor so as to expedite the QA process while ensuring complete and thorough analysis. Specifically, MV will:

- Make available all performance, personnel, and compliance data, electronically through the EDAS,
 Trapeze, and Mentor Streets systems;
- Provide immediate and ongoing access to MV's services including but not limited to those relating to its call center and passenger transport activities;
- Provide the QA contractor with training class schedules
- Recognize and accommodate a Mystery Rider program; including service remediation activities;
- Cooperate in all complaint investigation, providing access to data, personnel, records, and recordings to QA staff as needed; and
- Execute corrective action plans and provide access to supporting records, data, and other information for review and closure.
- Make results of its own internal audits as well as third party audits available to the QA contractor and WMATA staff.

Internal Auditing and Monitoring

With its 2005 submittal of its proposal to WMATA, one of MV's primary goals was to offer WMATA a contracting experience that was based in a positive, honest partnership. This approach included regional





auditing procedures, open access to operating records, extensive corporate support, and strict oversight of operations – including those of subcontractors.

While the plans outlaid in its original submittal were not always successful in the manner proposed, MV's team has been able to establish and refine the procedures that deliver quality service.

MV will continue a number of these practices as part of its own internal auditing, and will make the findings of these audits available to the QA contractor and WMATA for review. Specifically MV's proposal includes the following controls:

- Fatigue Management Review and Oversight
- Pull Out procedures
- Training and safety files of employees
- Trip and manifests review through Trapeze.
- Billing Audit procedures
- Comparing operator lists vs. safety sensitive employee lists to ensure that all operators are part of the safety sensitive pool

Partnership and Cooperation

MV's presence within the MetroAccess service will be one marked by a commitment to partnership and guided with a corporative spirit. MV will provide the QA contractor immediate and unrestricted access to its records and data as required.

MV understands that the QA contractor will be located near the MACS-OCC facility; however the two contractors will not share a workspace. As needed MV will make workstations available for QA contractor staff while visiting the MACS-OCC.

MV will continue its current practice of creating quality-based committees that lead proactive management of service issues. For example, when planning MetroAccess' first-time participation in the Bus Roadeo, MV established a committee

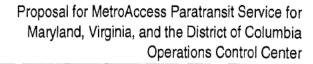


of safety and operations managers who met monthly to prepare for the competition. MV also established a complaint review panel comprising representatives of different departments to review complaints after investigation and identify ways to improve areas of consistent challenge.









Under the new contract, MV's operations team will retain and/or establish new committees applicable to the MACS-OCC contract, coordinating closely with the QA Contractor and WMATA staff to ensure appropriate and proactive involvement. For example, MV is interested in forming a Mystery Rider committee that can meet with the QA Mystery Rider group to discuss effectiveness of MV's corrective actions.

Assuring Quality: Complaint Review Panel

In an effort to identify root causes of challenges within the MetroAccess system, MV has worked closely with WMATA's and its own Quality Assurance Staff to create a Complaint Review Panel. These monthly panel discussions center on recent complaint trends and the formulation of remedial action plans.

Complaint panel reviews are led by MV's Customer Service Manager and include the participation of all departments, including dispatch, reservations, operators, management staff, maintenance staff, and safety staff. Additionally, WMATA's management team and operations managers are in attendance.

Interfaces and Touchpoints with Quality Assurance (QA)

MV has reviewed the RFP requirements regarding the Quality Assurance contractor activities and understands its requirements as the MACS-OCC Contractor. Specifically addressing each of the points outlined in section 13 of the MACS-OCC scope of work, the remainder of this section identifies the manner in which MV will interface its operations with the QA Contractor under the new contract term. These interfaces will exist with the understanding that the QA department will work with MV and WMATA locate the root cause reason for the situation and to work with MV on a corrective action program.

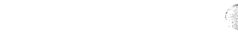
Safety Oversight and Audits

The new contract structure for the MetroAccess service offers the OCC, QA, and Service Delivery contractors the opportunity to promote and promulgate a core safety message, together triangulating the delivery of a system-wide safety promotion. While the remainder of MV's proposal will focus on MV's safety efforts relative to control center operations, it is important to recognize the significant interface that MV will have with the QA contractor in this area. As the MAC-OCC contractor, MV's primary responsibilities in safety to exist in the following core areas:

- Employee screening and selection
- Employee training and retraining







- Fatigue management program
- Dispatcher supervisors' role in enforcing MV's zero tolerance drug and alcohol policy
- Employee observations and reviews
- Accident/incident and emergency response
- Daily safety messaging

In its interface with the QA contractor, MV understands that it must accommodate announced and unannounced safety audits of its facilities, and that its training schedules must be made available for review and audit.

The QA contractor will additionally be provided service reports including all OCC-related safety data, in order to confirm MV's compliance with contract performance standards. This includes confirming schedule changes and operator monitoring activities comply with MV's fatigue management policy, safety messages are broadcasted consistently, and incident and emergency response is delivered according to policy.

MV welcomes the QA contractors' safety audits of its facility, and will make all data available to the QA contractor. This will include including all personnel information such as license, background checks, driving records, payroll records, and other information required in order to conduct thorough assessments of safety activities.

Complaint Investigation

The addition of the QA contractor into the complaint investigation process will provide additional measures in ensuring customer satisfaction. While the WMATA Office of Customer Service (CSVC) will continue its role in the initial intake of customer feedback (using the Trapeze COM module); the QA contractor will then coordinate with the OCC and Service Delivery contractors to manage the complaint investigation and resolution/response process.

This change does not affect MV's current practice, and still requires that MV actively participate in this process. Recognizing its need to improve in this area, MV has added two positions dedicated to customer feedback investigation and response, including an internal customer service/quality assurance manager.

All responses to customer feedback will be reported to the administrative QA team for processing and determination of corrective action, as required.

Field Observations

MV recognizes the importance of impartial and unbiased field observations. While the company performs field observations as part of its ongoing employee monitoring programs, field observations performed by the QA contractor will provide additional observation to confirm the company is providing the







MetroAccess' call center services in a manner that aligns with both WMATA's standards and passenger expectations.

The QA contractor will have unlimited and immediate access to all call center work schedules and Additionally, MV can make call recordings available from the NICE system, as well as AVAYA reporting. MV understands that the QA Contractor will perform unannounced observations of MV's team, so as to gain an honest and candid view of service delivery.

MV will continue its practice of hosting weekly meetings with road supervisors, internal customer service/QA staff, and training staff to review trends, discuss trending complaint types, and ensure consistency in service delivery. If WMATA and the QA contractor find it beneficial, MV welcomes the participation of the QA field observation staff in these meetings.

Reporting and Data Requests

MV will provide immediate and unlimited access to all reporting and data requests made of the QA contractor. This includes access to all data logged and stored in the following systems:

- Trapeze
- FleetFocus
- DriveCam (online portal)
- NICE
- Safety Measurement System
- Avaya
- EZ Pay
- Maximo
- EDAS

MV's IT staff will avail themselves to the WMATA and the QA Contractor to ensure access to these systems and guidance in their use is provided in a clear and professional manner. MV recognizes that WMATA will lead all IT initiatives, and serve as the foremost authority on each of these systems and their use.

Training Observations

Currently, WMATA staff attends, monitors, and audits training classes to ensure completeness, appropriateness, and consistency with WMATA standards. This practice will be replaced by the QA contractor, who will perform all training observations. All training schedules will be made available to the QA Contractor, complete with date and location of training.





Staff Level Monitoring and Review

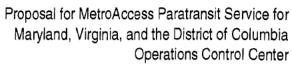
MV will continue to use its daily operations report and make this report available to the QA Contractor for the purposes of monitoring staff levels to ensure MV operates under the appropriate and proposed ratios for this contract. MV will make its Daily Operation Update report available to the QA Contractor to augment this monitoring process.

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Corporate Support to MetroAccess: , CPA, Chief Financial Officer
CPA, is the chief financial officer for MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships and affiliates. He initially joined MV as the director of finance, was promoted to corporate controller, and in 2010 was appointed by the board of directors to his current role as CFO.
personally recruited , CPA, out of Big 4 accounting to serve as the WMATA financial controller for the last two years. has been on-site monitoring performance and addressing issues at the Silver Springs, Hyattsville, Beltsville, and Capitol Heights locations throughout his career.
holds oversight of all daily finance functions and systems, including accounting, payroll, treasury, tax, pricing, and IT. Additionally, he is accountable for the organization's design and execution of annual and long-term business and strategic plans. This includes the management and coordination with the firm's external auditors.
Making great strides in positioning the company for growth over the next decade, has worked closely with MV's board and executive team to ensure accuracy and integrity of data reporting and minimize the firm's exposure to economic risk.
Serving as a manager for the ABAS Audit Group at PricewaterhouseCoopers LLP for three years, auditing responsibilities focused primarily in transportation industries, including Burlington Northern Santa Fe (ticker: BNI) and Kansas City Southern Railroads (ticker: KSU). There he oversaw teams responsible for US Generally Accepted Accounting Principles (GAAP) and managed the audits of Securities Exchange Commission (SEC) customers.
He also spent five years as a director of finance at SPX Corporation's Constructed Products Group, managing \$400M global division P&L and was responsible for general, project and cost accounting, estimating, and project management functions at all U.S. manufacturing and distribution operations.







Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

CDRL MACS-OCC-9: Service Delivery Interface Plan

As general manager of MV's MetroAccess brokerage since 2009, General Manager overseen service delivery for four MV locations and MV's subcontracted provider. He understands how the MACS-OCC must effectively interact with the service delivery contractor(s) for the good of the entire MetroAccess service, and will actively engage the manager(s) of the SD contractor(s) in the next contract term to establish a productive, professional relationship.

The current delivery of the MetroAccess service does not separate the Operations Call Center from the Service Delivery operations; however, MV's organizational structure clearly defines the distinct roles within each service mode.

As WMATA's current contracted partner for both service delivery and OCC operations, MV is well positioned to provide clear communication ample support between these interfacing roles. MV's proposed staff understands the expectations of the Service Delivery Contractor in its interface, affording the company a great advantage in understanding the intricacies of these activities.

Interfaces and Touchpoints with Service Delivery

MV has reviewed the RFP requirements regarding the Quality Assurance contractor activities and understands its requirements as the MACS-OCC / Service Delivery Contractor. Specifically addressing each of the points outlined in section 13 of the MACS-OCC scope of work, the remainder of this section identifies the manner in which MV will interface its operations with the QA Contractor under the new contract term.

Safety Messages

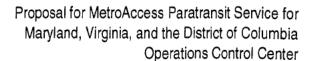
Safety is a core tenet of MV's operations; all call center activities place safety at the top of MV's priority list. All service begins with a safety message.

Each day, the Service Delivery safety director will distribute a daily safety message to the OCC dispatch manager. The OCC dispatch manager will send the safety message out to all MetroAccess operators via MDT, as a non-high priority message received at the start of the shift. The dispatch manager will also distribute the message to the dispatch supervisors and dispatchers. Dispatchers will repeat the message to each operator at least once per shift.

Weather conditions will also play a factor with the safety message given to operators. For example, if the weather is to change to heavy rain, dispatchers will remind the operators to watch their following distance. During foggy conditions, operators are reminded to watch their visibility and to drive with their low beams. The OCC Dispatch team encourages operators to communicate any changes to road conditions.







Transition Period

During the transition period MV will work closely with WMATA staff and the Service Delivery contractors to affect a smooth and reliable MV will establish weekly transition period. meetings with WMATA and the Service Delivery contractors to ensure all activities are coordinated and well planned. During the second half of the transition period, the frequency of these meetings may increase to twice weekly. In addition to these transition meetings, additional transition activities that will require interaction and meeting with the Service Delivery contractors include:

- Establishing appropriate points of contact
- Setting up the window dispatch systems and training window dispatch in Trapeze
- Creating and distributing a new run cut with revised service allocations
- Establishing daily procedures to discuss and assign additional runs (flex scheduling)
- Coordinating and accessing information via the EDAS system

Patriot's Cup Corporate Challenge 8K Race

In April of 2012, MV sponsored a table at the Patriot's Cup Corporate Challenge 8K Race, which benefitted the Arc of Northern Virginia. One of MV's larger clients in Virginia, the Arc is a non-profit organization that provides advocacy and direct



MV set up an outreach table, where representatives gave away MV bags and spoke with participants about the MetroAccess service. MV also manned one of the water tables that provided water for the runners.

Achieving On-Time Pull-Out

The OCC dispatch team communicates in real time with Service Delivery operators to ensure that operators' names, radio numbers, and start times are entered into Trapeze before pull out.

Using the Trapeze console, the OCC dispatch team will monitor yard pull outs. OCC Dispatchers will send trips for uploaded onto the operators' MDTs before the vehicle leaves the yard.

As needed, dispatch will communicate with the operator via radio. In the event a safety issue is detected during the pre-trip inspection, the operator will notify the dispatcher of the issue and the will coordinate a vehicle swap with the yard supervisor. If an operator does not pull out on time, the dispatcher will radio the operator to determine whether a trip needs to be moved to another vehicle to prevent late running service.









Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

Reporting Fatigue Issues

Pursuant to MV policy, if an operator is in service and states that they are fatigued, they are to immediately notify the OCC dispatcher.

The dispatcher will instruct the operator to pull over and wait for a road supervisor to report to the scene. The operator is considered unfit for duty is not permitted to operate a vehicle.

The dispatcher will dispatch the Service Delivery road supervisor to the scene, and will instruct the Service Delivery contractor will make arrangements to return the MetroAccess vehicle back to the facility. The road supervisor will remain with the operator and the vehicle until a relief operator arrives to claim the vehicle. Upon resumption of service, the OCC dispatcher will resume communications with the relief operator throughout the duration of the route.

Reasonable Suspicion

All dispatcher supervisors will be trained in reasonable suspicion. Reasonable suspicion testing may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc. provide reasonable suspicion of the influence of alcohol/ drugs. If an OCC dispatcher notices an operator is exhibiting behaviors that could warrant reasonable suspicion, such as slurring, he or she will connect the operator to the dispatch supervisor. The dispatch supervisor will assess the operator and determine if reasonable suspicion exists regarding the sobriety of an operator based on their communications and/or behaviors. If it is determined that reasonable suspicion exists, the dispatch supervisor will notify the service delivery road supervisor and safety manager immediately.

Preventing, Managing, and Communicating Delays

Timely and professional service delivery that meets WMATA and the MetroAccess' standards of performance requires proactive and frequent communication across the entire operational enterprise. The MACS-OCC and the Service Delivery contractor communicate through two methods: Sprint Radios and MDTs.

Operators are only permitted to respond on the Sprint radios when they are stopped and the vehicle is not in motion; therefore, the MACS-OCC dispatcher's initial communication to an operator will be to respond back to the dispatcher when the vehicle is no longer in motion.

The operator will also communicate at pickups and drop offs with Dispatch via the MDT. If the MDT is not working, operators will communicate via Sprint. Operators will communicate with dispatch via Sprint radio when asking questions regarding passenger fares or addresses, requesting dispatch contacts the client; to communicate no shows, to inform dispatch that a passenger has cancelled at the door, to help respond to passenger questions, and asking service related question.





Operators and dispatchers each use MDTs Standardized "Canned Messages" which are set up in the MDTs for the operators to be able to communicate with OCC Dispatch. These messages include:

OUT CANNED MESSAGES

Msgld	Comments	
22	Please Login On Your Ranger	
29	Have A Good And Safe Day	
44	You Appear To Have Left The Pick-Up Location! Please Pull Over To A Safe Location Immediately	
45	Please Be Prepared To Give Me Details About The Location	
46	No-Show Confirmed. Continue To Your Next Stop. Drive Safely!	
48	Cancel At Door Confirmed. Continue To Your Next Stop. Drive Safely!	
50	Client Is Visually-Impaired. Have You Asked For Him/Her?	
51	If You Need To Request A No Show Please Press The No Show Button On Your Ranger	
52	We've Received Your N/S Request But There Are Others Ahead Of You. Please Stand By - If No Response In 5 Mins, Send Text Msg "Is No Show Confirmed?"	
54	Your Pick-Up Has Been Performed. If Client Is On Board, Please Send Mail Message "Disregard". Thank You.	
56	Drop Off Clients Only At The Address On Your Manifest/Ranger	
57	Call Silver Spring Base Please	
59	If Cli Is Not Out, Please Press The No-Show Button	
62	If The Cli Is Not Out Yet, Please Press The No Show Button, Thank You	

IN CANNED MESSAGES

Msgld	Comments
1	Yes
2	No
3	Disregard No-Show - Client Is On-Board
4	Is No-Show/Cancel At Door Confirmed?
5	Requesting Voice
6	Please Review Route Order
7	Eta Less Than 5 Minutes





Msgld	Comments
8	Eta Less Than 10 Minutes
9	Eta Less Than 15 Minutes
10	Eta More Than 15 Minutes
11	Running Late
12	Cannot Arrive/Perform Trip On Ranger
13	Emergency - Require Assistance
94	Not At Correct Location
95	Arrive W/ GPS Lost Lock
96	No GPS Target Data In Trip
97	Arrive Trip Out Of Order
98	GPS Disconnect
99	No Activity Msg

Dispatchers are trained to use the MDT center to send messages to and respond to requests from operators.

Navigating Traffic Conditions

As the MACS-OCC contractor, MV will require that all Service Delivery operators remain in contact with the OCC dispatch team, updating them of any traffic conditions, road closures, or other challenges on the streets. The OCC dispatch team also monitors traffic on a live traffic map posted in the call center.

During severe weather conditions, operators are asked to report up-to-date street conditions. This information assists in the assessment of the overall conditions of the service area.

Customers Issues

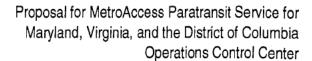
Customers communicate either with the operators or with the WMR (dispatchers) with concerns.

Issues communicated to WMR personnel are typically in regard to the vehicle's estimated time of arrival. In these situations, if the vehicle is running late, the dispatcher will contact the operator for a status of the vehicle.

Issues communicated to operators include being late for the pickup; a passenger for another trip asking the operator for status on their trip; or concerns regarding the route of the passenger. When these inquiries are made, the operator will radio the dispatcher in order to appropriately respond.







In the event that a customer issues is a medical emergency, the operator will pull over to the nearest safe location and contact dispatch for EMS services. If the operator is not able to reach dispatch, he/she will contact their window dispatcher for immediate assistance. If he/she is not able to reach their window dispatcher, the operator will call 911. A road supervisor will be dispatched by the OCC to the scene to assist. The road supervisor will then follow the EMS to the hospital and follow up on the passenger's condition.

There are also instances where customer incident occurs. The incident is immediately reported to dispatch. Dispatch coordinates corrective action between the service delivery road supervisors, safety team, and WMATA staff. The operator will complete a written incident when he/she returns to the yard. At times, passenger incidents may require temporary suspension of service; recommendations for this action will be sent to WMATA for determination. The operator will complete a written incident upon returning to the yard.

Vehicle or Vehicle Operator Incident and Service Interruption Response

Vehicle or operator incidents are reported by the operator to OCC dispatch as quickly and safely as possible. The OCC dispatcher sends an online incident report within 15 minutes of the event. Service Delivery road supervisor staff and safety personnel are notified of the accident/incident. A Service Delivery road supervisor is immediately dispatched to the scene of the event for investigation. The OCC dispatcher coordinates with the service provider to arrange for the operator and vehicle (when appropriate) to return to base.

Road Calls and In-service Failures

When a roadcall occurs, the operator will notify the MACS-OCC dispatcher of the issue immediately via radio. The dispatcher will notify the dispatch supervisor, who will first attempt to talk the operator through troubleshooting and correcting the issue. The dispatch supervisor will ensure that the operator is in a safe location and will minimize delays for the passenger. If the situation cannot be resolved, dispatch the dispatch supervisor will call the appropriate service provider's window dispatch and notify them of the issue.

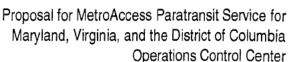
If a replacement vehicle is required, the window dispatcher will notify MV's dispatcher of the vehicle swap. Once service resumes, the operator notify the MACS-OCC and will log into his or her MDC to receive their manifest.

MV will issue a road call report each week to all service delivery contractors. Service delivery contractors are required to complete the road call, citing the issue that was identified and corrected. Using this data, the MACS-OCC creates trend reports for all service providers and WMATA.









Technology Service Calls

MV will staff its MACS-OCC IT and communication support staff seven days a week, from 7:00 a.m. and 6:00 p.m., as required. This will be supplemented with on-call staff who are able to support the multitude of systems used by the MACS-OCC, the Quality Assurance contractor, and the Service Delivery contractors. While primary systems support provided by MV's MACS-OCC team will include Server administration, applications support, network/telephony and wireless technology/on-board vehicle systems, on-call support will additionally provide assistance to the various technology and communications equipment used by other contractors (desktop hardware, IVR & WEB interfaces and systems maintenance activities).

When MV's helpdesk receives a call for request, the issue is first documented, including the nature of the issue and the affected systems, along with the contact information of the caller. The caller is asked to provide any supporting information such as screenshots.

If the agent responding to the call is able to assist with resolving the issue over the phone, he or she will begin the process of basic troubleshooting, asking the caller to walk through the steps that led to the issue. If the issue is software based, the agent may attempt to replicate the problem.

If the issue cannot be immediately resolved, it will be escalated as described in the flow chart included in MV's Information Systems Plan.

If the issue reported involves on board technology, such as a radio, DriveCam or a Mentor Ranger unit, MV will dispatch one of its IT support staff to the scene to troubleshoot and repair the issue. At times, it may be advantageous to simply swap out the unit for a functioning one, in order to expedite service. MV will work in partnership with the Service Delivery provider to determined urgency and timelines relating to these activities.

Coordinated Campaigns

Successful delivery of the MetroAccess service will rely on clear communication and coordination between the MACS-OCC and the Service Delivery contractor. Integral to this effort is the ongoing cooperation in creating and promoting coordinated campaigns throughout the operation. Like dissemination of daily safety messages, coordinated campaigns are used to remind and reinforce operators of critical on-road behaviors that improve the overall delivery of service. MV recently promoted a new approach to no-shows to both operators and dispatchers, reminding each of the important ways to expedite the no-show process while complying with MetroAccess policy. This campaign included:

- Reminders to operators to bring their radio with them as they approach the door so that they can notify dispatch immediately when a passenger doesn't arrive.
- Reminders to dispatch to immediately respond to potential no-show calls so as to not delay the route.





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Contractor Feedback

MV promotes regular feedback between its call canter and its service delivery via a number of methods. As the MACS-OCC Contractor, MV looks forward to continuing the below listed programs in an effort to realize ongoing honest feedback regarding the company's operations.

- MACS-OCC dispatchers provide feedback on operator issues this includes exceptionally well performing operators, operators with repeated performance issues.
- MACS-OCC issues weekly and monthly reports that rank operators from best to worst in on time performance and productivity
- Attendance of MACS-OCC Customer service manager and dispatch managers to monthly safety meetings to present issues and give feedback on operator performance
- Creation of a joint local safety committee comprising both MACS-OCC and Service Delivery contractors
- Operators provide feedback to the MACS-OCC on manifests. This includes incorrect addresses, information on optimal pickup location, and other pertinent information.

Route Negotiation and Flex Scheduling

As the MACS-OCC contractor, MV uses a flex scheduling process where each afternoon, OCC dispatch realigns remaining trips for the day and adds new routes to the service day. This process greatly improves productivity, based on changes trip changes, cancellations, and no shows throughout the day.

Supporting Senior Services of Alexandria's 2012 Generation to **Generation Gala**

MV was proud to be a bronze level sponsor for the Senior Services of Alexandria's 2012 Generation to Generation Gala. This agency fosters independence and self-sufficiency, enabling seniors within the City of Alexandria to age with dignity. Founded in 1968, Senior Services of Alexandria is committed to improving the lives of senior citizens living in the City of Alexandria.



Congressman Jim Moran, U.S. Representative from Virginia's 8th District and

MetroAccess Consumer Advocate in attendance at the Senior Services of Alexandria's 2012 Generation to Generation Gala.

When all remaining routes are added in, the scheduling team will work with each service delivery contractor to negotiate who can take on new routes, based on operator availability.







Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

Trip Reconciliation

After review of the RFP documents and the Authority's response to bidders' questions, it appears that WMATA prefers bidders recommend a process for trip reconciliation and manifest review.

With due consideration of WMATA's responses to questions, MV interprets responsibilities relating to manifest reconciliation to lie as follows:

Service Delivery Contractor: Service delivery contractors' window dispatchers will review completed manifests when operators check-in after their shift. Manifests must be complete, legible, and clear. As necessary, an operator will be asked to clarify items listed on the manifest.

The Service Delivery provider will gather and organize manifests, then verify data from 100% of all manifests received into the Trapeze System. Any discrepancies will be logged in Trapeze. If an operator's pickup times were not recorded using the MDC, the reconciler will use the printed times on the manifest.

At the end of the service day, the Service Delivery contractor will send to the Quality Assurance Contractor for review and reconciliation.

(This activity complies with RFP Part VI, section 2 as well as WMATA's response to question 340, amendment 5)

Quality Assurance Contractor: The quality assurance provider will scan and store all manifest data in their EDAS system. They QA contractor will perform final trip billing reconciliation as required. Any discrepancies will be identified and reported to MV for resolution.

This information will also be reviewed as part of the QA Contractor's fatigue management audits.

(This activity complies with RFP Part IV, section 2, as well as WMATA's response to question 163, amendment 4)

MACS-OCC Contractor (MV): MV will review all reconciliation data input into Trapeze by the Service delivery contractor, to identify and investigate any inconsistencies. Additionally, MV will respond to any inquiries of the QA contractor regarding discrepancies.

MV will review manifests stored in the QA EDAS system to verify:

- Late cancellations
- No shows
- Taxi vouchers
- Fare collection

(This activity complies with RFP Part V, section 8.1 as well as WMATA's response to question 340, amendment 5)







Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

Taxi Management

MV recognizes its role in taxi management. Although the Service Delivery contractors will each hold a contract with a taxi company for the performance of no more than 10 percent of their assigned work, MV will assign trips to taxi service as required. In this process, MV will face issues common to outsourced taxi work such as capacity issues, failure to receive fax/electronic transmissions, issues with rude operators, etc. MV will work proactivity with both the Service Delivery contractor and their respective taxi provider to promote clear communications while holding the Service Delivery contractor accountable for all service quality, including that which is subcontracted.

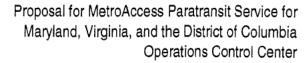
Meeting System Goals

WMATA is clear in its direction that performance incentives and disincentives will be awarded based on overall system performance, thereby creating system incentives designed to refocus all participants on excellent service for each MetroAccess passenger.

MV will heed this call for cooperation and will work closely with the Service Delivery contractors to ensure high quality service is consistently delivered. Ongoing activities to support this approach will include:

- Creating joint performance campaigns to address system issues
- Adjusting route times
- Groupings of trips
- Management of Trapeze Templates









General Manager has participated in a number of service startups and transitions throughout his career. He will be involved in transitioning any tasks to or from the MACS-OCC, ensuring that all tasks required for the transition into the new contract are completed smoothly and in a timely manner.

1. Description

Should MV successfully retain its contract with WMATA, MV's transition activities for the new contract term would focus on the following:

- Deployment of new technologies;
- Updating processes according to new contractual requirements;
- Developing relationships with the quality assurance and service delivery contractors; and
- Transferring any MACS-OCC functions that, under the new contract structure, will be managed by the service delivery and/or quality assurance contractors.

2. Transition/Implementation Plan

Required Activities

MV's approach to the following required activities is outlined below:

- Hiring of Staff: With the exception of some of the managers proposed herein, MV does not anticipate hiring new employees for the next contract term, if selected to continue as WMATA's MACS-OCC provider. For all existing employees, MV will do the following prior to the start of the new contract:
- Background Check Consent Forms: MV will require that all employees remaining in the system complete WMATA's background check consent forms, which will be submitted to WMATA
- Employee Fingerprinting: MV will coordinate with WMATA to ensure all employees remaining in the system undergo WMATA-required fingerprinting. Additionally, all new staff proposed herein, will be fingerprinted as part of the new contract's hiring process.
- Co-Occupancy of Facilities: Should MV retain its contract with WMΛΓΛ, this requirement will not apply.







Proposal for MetroAccess Paratransit Service for Maryland, Virginia, and the District of Columbia Operations Control Center

- Utilities: Pursuant to section 5.6 of Scope of Services General Requirements, WMATA will
 continue to provide electricity and other utilities for the MACS-OCC.
- Inspections: MV management and/or corporate personnel will inspect the facility, phone or other systems, or other features of the MACS-OCC operation as needed, first seeking approval from WMATA, if necessary.
- Telephones: MV will continue to use the WMATA-provided telephone system.
- Vehicles: Road supervisor vehicles assigned to the MACS-OCC will be transferred to the service delivery contractor(s).
- Training of Staff: Any new staff that may join MV's team for the new contract term will be thoroughly trained in their positions prior to the commencement of the new contract.

Developing Relationships with Quality Assurance and Service Delivery Contractors

As described throughout this proposal, MV is committed to developing positive and productive working relationships with the quality assurance and service delivery contractors. Such relationships are critical to the overall success of the MetroAccess operation and promoting WMATA's needs.

During the transition, General Manager will initiate contact with the other contractors, establish communication protocols, and discuss any foreseeable or ongoing challenges to the transition.

Transferring Functions to Other Contractors

MV's current MACS-OCC operation has employs on-site reconcilers and road supervisors. These functions will managed by the service delivery contractor; MV will coordinate the transition to the service delivery contractor.

Technology Deployment Plans

The tables contained in the sections below represent MV's detailed implementation schedules for the new (included and optional) technology described in section CDRL MACS-OCC-3: *Information Systems Plan*.







MONTH 1

- Business/Operational Review
 - Conduct Operational Review
 - Identify Objectives
 - Prepare Deliverables
- Training Preparation
 - Prepare Documentation
 - Schedule Staff
 - Configure RTV
 - Test Functionality

Month 2

- Training and Support
 - Provide Training
 - Follow-Up Training with on-floor support
- Acceptance
 - Review Objectives and Make Adjustments (as Necessary)

PASS-ViewPoint (optional)

- Project Development
 - Project Signing
 - Contract Review
 - Project Kick-Off Activities
- Business/Operational Review
 - Operational Review Agenda
 - Conduct Operational Review







- **Identify Customizations**
- Prepare Deliverables
- Client Reviews/Accepts Operational Review
- Develop Project Plan
 - Project Scheduling
 - Project Timeline

- Design Phase
 - Review Specifications for Customizations
 - Acceptance of Customizations
 - Product Design
 - Internal Design Testing

Month 3

- Installation
 - Configure Hardware and ODBC
 - Install Product in Test
 - End-user Acceptance Testing
 - Identify and Address Issues

Month 4

- Implementation
 - Promote Product
 - Evaluation by Focus Group
 - Identify and Address Issues
 - Product Rollout

- Acceptance
 - Final Acceptance Testing







MONTH 1

- Project Development
 - Project Signing
 - Contract Review
 - Project Kick-Off Activities
- Business/Operational Review
 - Operational Review Agenda
 - Conduct Operational Review
 - Identify Customizations
 - Prepare Deliverables
 - Client Reviews/Accepts Operational Review
- Develop Project Plan
 - Project Scheduling
 - Project Timeline

Month 2

- Design Phase
 - Review Specifications for Customizations
 - Acceptance of Customizations
 - Internal Design Testing

- Installation
 - Install Product in Test
 - Training and Support Services
 - Product Support
 - End-user Acceptance Testing
 - Identify and Address Issues





- Implementation
 - Promote Product
 - Create Bid
 - Identify and Address Issues
 - Product Rollout

Month 5

- Acceptance
 - Final Acceptance Testing

PASS-Email and PASS-SMS (Optional)

MONTH 1

- Project Development
 - Project Signing
 - Contract Review
 - Project Kick-Off Activities
- Business/Operational Review
 - Operational Review Agenda
 - Conduct Operational Review
 - Identify Customizations
 - Prepare Deliverables
 - Client Reviews/Accepts Operational Review
- Develop Project Plan
 - Project Scheduling
 - Project Timeline

Month 2

Design Phase







- Review Specifications for Customizations
- Acceptance of Customizations
- Product Design
- Internal Design Testing

- Installation
 - Hardware Dependencies Met
 - Configure Hardware
 - Install Product in Test
 - End-user Acceptance Testing
 - Identify and Address Issues

Month 4

- Implementation
 - Promote Product
 - Evaluation by Focus Group
 - Identify and Address Issues
 - Product Rollout

Month 5

- Acceptance
 - Final Acceptance Testing

PASS-SPV - Supervisor Module (Optional)

MONTH 1

- Project Development
 - Project Signing
 - Contract Review
 - Project Kick-Off Activities
- Business/Operational Review







- Operational Review Agenda
- Conduct Operational Review
- **Identify Customizations**
- Prepare Deliverables
- Client Reviews/Accepts Operational Review
- Develop Project Plan
 - Project Scheduling
 - Project Timeline

- Design Phase
 - Review Specifications for Customizations
 - Acceptance of Customizations
 - Product Design
 - Internal Design Testing
- Pilot Installation
 - Software Installation
 - Three Vehicle Pilot Install
 - Product Training
 - Pilot Support
 - Pilot Acceptance

- Rollout
 - Complete Vehicle Installations
 - Configure Flardware
 - End-user Acceptance Testing
 - Identify and Address Issues
- Acceptance
 - Final Acceptance Testing







As the current contractor for the MACS-OCC, MV has ongoing recruiting efforts to ensure a constant pool of candidates for positions that become available. If selected to retain its contract with WMATA, MV does not anticipate the need for additional recruiting efforts at the commencement of the new contract term. This ensures that the experienced team in place will continue to perform its duties with no impact to MetroAccess passengers.

4. Transition Out

At the end of the next contract term, if necessary, MV management will work with the new management team on a transition plan to make the transition as seamless as possible.

MV's management team understands that all metrics must still be met during the transition period, especially during the last 30 days of the contract. To this end, and to ensure a smooth transition with little to no impact to MetroAccess customers, MV will hold employees accountable to performing their job duties with excellence until the end of the contract.

MV expects that the minimum transition period will be 120 days (4 months) in advance of the end of contract term.

- Hiring of Staff: Should the new contractor wish to hire from the pool of current MACS-OCC employees, MV will work with the new contractor on the outlines and recommendations for a recruiting plan.
- Co-Occupancy of Facilities: During the last 30 days of the contract, MV personnel will effectively begin to move non-related WMATA files (i.e. personnel files, medical files, proprietary information) out of the facility. The MV team will work with the new management team on recommendations for the set-up of the OCC, and what material is required. During the final week of the contract, MV personnel will completely vacate all offices and work side by side with the new contractor.
- Utilities: WMATA pays for the electricity and utilities for the OCC in Hyattsville. There would be no transfer of utilities for this facility.
- Inspections: MV will accommodate any required inspections by the new contractor of the MACS-OCC office, given adequate notice.





- Telephones: WMATA owns telephones used for the MACS-OCC. MV pays for all of the Sprint usage under the current contract. MV would work with the new contractor in establishing the needed accounts for communications with operators. MV would provide estimates of the total number of Sprint radios required for the service, and a transition plan to have the MV-owned Sprint radio devices rotated out of service as new devices are brought in by the new provider.
- Vehicles: Under the new contract structure, the MACS-OCC will not own or operate any vehicles. WMATA owned vehicles will be transferred as needed between facilities as directed by WMATA.
- will work in conjunction with their new counterpart, working on a turnover of the training curriculum, discussing hiring strategies and methods used for hiring and resources. MV will work with the new service contract on a timeline based turnover checklist plan, from training of key personnel, to turnover of the OCC.

Cruisin' For a Cause

MV was proud to participate as a Leadership Sponsor for the Second Annual "Cruisin' for a Cause" event, hosted by DC Quality Trust for Individuals with Disabilities. The fundraiser took place aboard the Odyssey Cruise Ship on the Potomac River and celebrated Quality Trust's decade of partnering with people with developmental disabilities to make sure their voices are heard.

Quality Trust was created in 2001 as a new approach and model for achieving and sustaining change for people who have developmental disabilities and their families.

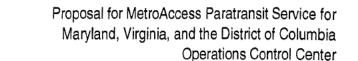


MV's plan to transition out will also include the following required activities:

• Meetings: MV will conduct as many formal and informal meeting with WMATA and the new contractor together, as well as individually regarding the transition of materials and resources deemed necessary by WMATA to discuss specific operations, records and other transition events. MV will work on a transition checklist with the new provider.



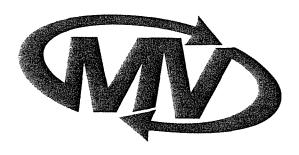




- Transfer of records: As requested by WMATA and the new contract, MV will make all WMATA contracted records available to the new contractor. The intent here is to have a seamless transfer of data and resources to the new contract.
- Access to property: Access to the OCC will be at the discretion of WMATA. Key cards will have to be issued to the new provider team.
- Inspection and certification of vehicles: Under the new contract, the MACS-OCC will not have any vehicles.
- Transfer of all electronic, communication devices and equipment: MV will transfer all WMATA-owned material and equipment to the new service provider.







MV Transportation

The Standard of Excellence

Employee Handbook

Issue Date: February 2011

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WELCOME TO MV TRANSPORTATION

As you begin your employment with MV Transportation, we would like to welcome you to our organization and invite you to read and become familiar with the contents of this employee handbook. We believe that you will find it full of helpful and valuable information about our policies and procedures. This handbook is designed to guide and assist you in performing to the best of your abilities, as well as developing and realizing your potential as one of our valued employees.

For over three decades, MV Transportation has been a leading provider of reliable and safe transportation. With your help, we are looking forward to continuing growth and prosperity as we find new and better ways to serve our customers' needs.

Please read this handbook carefully and retain it for future use. Familiarize yourself with its contents as soon as possible, because it should answer many of your initial and ongoing questions about your employment with MV Transportation. We want you to be fully informed and understand our policies and procedures completely. This handbook has been developed by MV Transportation to promote the understanding, cooperation, and good communication that comes through providing consistent and uniform application of rules to all employees. The handbook provides information concerning our policies and practices. You are responsible for being familiar with the information included in the handbook. If you have any questions about any of the information, please ask your supervisor or human resources for explanation or clarification.

Once again, we welcome you to our family and wish you success as we turn to face the numerous challenges, opportunities, and potential rewards ahead.

CEO/Founder

Owner/ Board Member

Mission Statement and Values

Mission Statement

Our mission is to be The Standard of Excellence in the provision of passenger transportation services. We will provide these services to both public and private agencies nationwide. We will accomplish this mission in a safe, efficient and cost effective manner while treating our employees as part of our family and our customers as our most important asset.

Just Do It!

There have been many attempts to define quality and depending upon the industry, or the application, quality means different things to different companies. And while it may be desirable to define quality in abstract terms, it is also necessary to recognize how basically simple it is.

For MV, quality is as simple as picking up our customer on time in a clean, well maintained vehicle, by a highly trained and motivated operator, in a clean uniform, performing his or her duties in a safe, reliable and competent manner. Is the attainment of quality any more difficult or elusive than that?

If you wish to ensure that the quality of service at your location is at the highest possible level, simply check for the basics. It is really that simple. All that is required of us to determine if we are meeting the objectives to be deemed the "Standard of Excellence" is to measure our performance against our mission statement. There is nothing mystical, magical or elusive about quality. We all know what it is.

Our Values

We are a people business and the word "RESPECT" best describes our commitment to service. To our passengers, YOU are the Company. As a MV employee, it is your responsibility to always protect our values. You have joined a very special Company that provides a very important service to our clients and customers. We stand for:

Respect Let courtesy, warmth, empathy and kindness drive your

behaviors

Ethics Simply put, do the right thing

Safety Nothing is more important than safety

Profitable Growth Positive financial performance of our Company

Excellence Quality and integrity are our backbone

Celebration It is all about teamwork and recognizing each other

and our accomplishments

Talented We are the best at what we do and the service we provide

Purpose of Employee Handbook

This employee handbook has been drafted as a guideline for our employees. It describes the Company's general philosophy and some of its policies and procedures. Except for the Company policy regarding at-will employment, the Company reserves the right to amend, withdraw, or modify these policies or procedures at any time with or without notice to employees.

The Company reserves the right to interpret all provisions of this handbook. The Company's interpretation shall, in all instances, be final. More detailed policies are available on Portal.

Code of Conduct

Our code of conduct, previously contained in the booklet *Striving for Excellence*, has been fully incorporated into this Employee Handbook. Our Code has been adopted by the MV Transportation, Inc. Board of Directors as the ethics and business code of conduct for our Company and its subsidiaries. It summarizes the principles that guide our actions in the marketplace as we strive to be the best provider of transportation and management services. Our code applies to all MV employees, members of the Board of Directors, agents, consultants, contract labor, or others, when they are representing or acting on behalf of MV. We expect our contractors and suppliers to be guided by these standards as well. Our code promotes not only "doing things right", but also "doing the right things" to maintain our personal and institutional integrity.

At MV, we believe that ethical conduct requires more than simply complying with the laws, rules, and regulations that govern our business. We are a Company that values teamwork, sets team goals, assumes collective accountability for actions, embraces diversity, and shares leadership. We are committed to excellence and pursue superior performance in every activity. However, it is the personal integrity of each of our employees and their commitment to the highest standards of personal and professional conduct that underlie the ethical culture of MV.

MV aims to set the standard for ethical conduct at all of our locations. We will achieve this through behavior in accordance with six principles: Honesty, Integrity, Respect, Trust, Responsibility and Citizenship.

Honesty: to be truthful in all our endeavors; to be honest and forthright with one another and with our customers, communities, suppliers and shareholders.

Integrity: to say what we mean, to deliver what we promise, to fulfill our commitments, and to stand for what is right.

Respect: to treat one another with dignity and fairness, appreciating the diversity of our workforce and the uniqueness of each employee.

Trust: to build confidence through teamwork and open, candid communications.

Responsibility: to take responsibility for our actions, and to speak up – without fear of retribution – and report concerns in the workplace, including violations of laws, regulations and Company policies, and seek clarification and guidance whenever there is doubt.

Citizenship: to obey all the laws of the United States and the states in which we do business and to do our part to make the communities in which we live and work better.

There are numerous resources available to assist you in meeting the challenge of performing your duties and responsibilities. Corporate Policy Statements and local policies and procedures that provide details pertinent to many of the provisions of the Code can be accessed via the Portal intranet or obtained from your supervisor. Although your own common sense and good judgment should be your first guide to appropriate conduct, please use these additional resources whenever clarification is necessary.

If you are faced with an ethical dilemma, your supervisor is usually the best source of information and guidance. Additionally, the Human Resources, Legal, Risk Management, Business Development and Executive departments are available to assist you whenever necessary. MV also operates an Ethics Hotline,

During your employment you may be involved in an investigation regarding possible violation(s) of the Code of Conduct and/or other MV policies. MV expects each employee to fully cooperate in such an investigation and the failure to do so may result in disciplinary action, up to and including termination.

MV will not retaliate against an employee who in good faith: 1) discloses a possible state or federal law violation to a government agency; 2) discloses a possible incident of wrongful harassment; 3) refuses to participate in an activity that would result in a violation of state or federal law; 4) exercised whistleblower rights in a former job; or 5) participates in an investigation.

We are proud of our employees and the important role our corporation plays in our communities and our industry. Thank you for doing your part to create and maintain an ethical work environment and for **Striving for Excellence**.

Our Commitments

For our employees we are committed to honesty, just management, fairness, providing a safe and healthy environment free from the fear of retribution, and respecting the dignity due everyone.

For our customers we are committed to produce reliable products and services, delivered on time, at a fair price.

For the communities in which we live and work we are committed to observe sound environmental business practices and to act as concerned and responsible neighbors, reflecting all aspects of good citizenship.

For our shareholders we are committed to pursuing profitable growth, without taking undue risk, to exercising financial discipline in the deployment of our assets and resources, and to making accurate, timely, and clear disclosures in all public reports and communications.

For our suppliers and partners we are committed to fair competition and the sense of responsibility required of a good customer and teammate.

Obey the Law

We will conduct our business in accordance with all applicable laws and regulations. The laws and regulations related to government contracting are far-reaching and complex, thus placing responsibilities on MV beyond those faced by companies without government customers. Compliance with the law does not comprise our entire ethical responsibility. Rather, it is a minimum, absolutely essential condition for performance of our duties.

Promote a Positive Work Environment

All employees want and deserve a workplace where they feel respected, satisfied, and appreciated. As a national enterprise, we respect cultural diversity and recognize that the various places in which we do business may have different legal provisions pertaining to the workplace. As such, we will adhere to the requirements specified by law in all of our localities, and further, we will not tolerate harassment or discrimination of any kind -- especially involving age, sex, ancestry, color, disability, national origin, race, religion, United States military veteran's status, sexual orientation, marital status, or family structure.

Providing an environment that supports honesty, integrity, respect, trust, responsibility, and citizenship permits us the opportunity to achieve excellence in our workplace. While everyone who works for the Company must contribute to the creation and maintenance of such an environment, our executives and management personnel assume special responsibility for fostering a work environment that is free from the fear of retribution and will bring out the best in all of us. Supervisors must be careful in words and conduct to avoid placing, or seeming to place, pressure on subordinates that could cause them to deviate from acceptable ethical behavior.

Work Safely: Protect Yourself, Your Fellow Employees, and the World We Live In

We are committed to providing a drug-free, safe, and healthy work environment, and to observe environmentally sound business practices. We will strive, at a minimum, to do no harm and where possible, to make the communities in which we work a better place to live. Each of us is responsible for compliance with environmental, health, and safety laws and regulations. Observe posted

warnings and regulations. Report immediately to the appropriate management any accident or injury sustained on the job, or any environmental or safety concern you may have.

Workplace Violence

The Company is committed to providing a safe environment for our employees, passengers, clients, and visitors. Any employee who commits or threatens any violence in the workplace will be subject to termination. Each employee is also responsible for reporting to his or her supervisor, a manager, or the Human Resources Department any violence or threats of violence, whether involving an employee or someone else. The Company will promptly investigate these reports and take appropriate action to protect the safety of its employees.

Keep Accurate and Complete Records

We must maintain accurate and complete Company records. Transactions between the Company and outside individuals and organizations must be promptly and accurately entered in our books in accordance with generally accepted accounting practices and principles in the United States. No one should rationalize or even consider misrepresenting facts or falsifying records. This includes records relating to time keeping and hours worked. It will not be tolerated and will result in disciplinary action.

Make Accurate Public Disclosures

We must assure that all disclosures made in all periodic reports and documents filed with the Securities and Exchange Commission, and other public communications by the Corporation, are full, fair, accurate, timely, and understandable. This obligation applies to all employees, including all financial executives, with any responsibility for the preparation of such reports, including drafting, reviewing, and signing or certifying the information contained therein. This requires operating in an environment of open communication, while not compromising proprietary and confidentiality concerns.

If you have concerns about any aspect of our financial disclosures, you should talk to your manager, the Finance organization, the Legal Department, or the Ethics Officer. Any employee who is contacted by another employee expressing concerns about questionable accounting or auditing matters must immediately report those concerns to the Ethics Officer.

Record Costs Properly

Employees and their supervisors are responsible for ensuring that labor and material costs are accurately recorded and charged on the Company's records. These costs include, but are not limited to, normal contract work, work related to independent research and development, and bid and proposal activities.

Adhere to All Antitrust Laws

Antitrust is a blanket term for laws that protect the free enterprise system and promote open and fair competition. These laws deal with agreements and practices, "in restraint of trade" such as price fixing and boycotting suppliers or customers, for example. They also bar pricing intended to run a competitor out of business; disparaging, misrepresenting, or harassing a competitor; stealing trade secrets; bribery; and kickbacks.

Antitrust laws are vigorously enforced. Violations may result in severe penalties such as forced sales of parts of businesses and significant fines against the Company. There may also be sanctions against individual employees including substantial fines and prison sentences. These laws also apply to international operations and transactions related to imports into and exports from the countries in which we do business. Employees involved in any dealings with competitors are expected to know that U.S. and other countries' antitrust laws may apply to their activities and to consult with the Legal Department prior to negotiating with or entering into any arrangement with a competitor.

Know and Follow the Law When Involved in International Business

Corruption erodes confidence in the marketplace, undermines democracy, distorts economic and social development, and hurts everyone who depends on trust and transparency in the transaction of business. The Company is committed to conduct its activities free from the unfair influence of bribery and to foster anti-corruption awareness among its employees and business relations throughout the world. There are several laws that govern these transactions:

- The Foreign Corrupt Practices Act (FCPA) is a United States law that prohibits corruptly giving, offering or promising anything of value to foreign officials or foreign political parties, officials or candidates, for the purpose of influencing them to misuse their official capacity to obtain, keep, or direct business or to gain any improper advantage. In addition, the FCPA prohibits knowingly falsifying a Company's books and records or knowingly circumventing or failing to implement accounting controls. Employees involved in international operations must be familiar with the FCPA and with similar laws that govern our operations in other countries in which we do business.
- The International Traffic in Arms Regulations (ITAR) is a United States law
 that regulates the international transfers of equipment or technology that
 may contain prior approval, licensing, and reporting requirements.
 Employees involved in international operations must also be familiar with
 the ITAR.
- Additionally, it is illegal to enter into an agreement to refuse to deal with potential or actual customers or suppliers, or otherwise to engage in or support restrictive international trade practices or boycotts.

It is always important that employees conducting international business know and abide by the laws of the United States and the countries that are involved in

the activities or transactions. These laws govern the conduct of MV employees throughout the world. If you participate in these business activities, you should know, understand, and strictly comply with these laws and regulations. If you are not familiar with these rules, consult with your supervisor, the Business Development Department and the Legal Department prior to negotiating any foreign transaction.

Follow the Law and Use Common Sense in Political Contributions and Activities

MV encourages its employees to become involved in civic affairs and to participate in the political process. Employees must understand, however, that their involvement and participation must be on an individual basis, on their own time, and at their own expense. In the United States, federal law prohibits corporations from donating corporate funds, goods, or services, directly or indirectly, to candidates for federal offices -- this includes employees' work time. Local and state laws also govern political contributions and activities as they apply to their respective jurisdictions, and similar laws exist in other countries.

Carefully Bid, Negotiate, and Perform Contracts

We must comply with the laws and regulations that pertain to the acquisition of goods and services by our customers. We will compete fairly and ethically for all business opportunities. In circumstances where there is reason to believe that the release or receipt of non-public information is unauthorized, do not attempt to obtain and do not accept such information from any source.

Appropriate steps should be taken to recognize and avoid organizational conflicts in which one business unit's activities may preclude the pursuit of a related activity by another Company business unit.

If you are involved in proposals, bid preparations, or contract negotiations, you must be certain that all statements, communications, and representations to prospective customers are accurate and truthful. Once awarded, all contracts must be performed in compliance with specifications, requirements, and clauses.

Avoid Illegal and Questionable Gifts or Favors

The sale of MV products and services should always be free from even the perception that favorable treatment was sought, received, or given in exchange for the furnishing or receipt of business courtesies. Employees will neither give nor accept business courtesies that constitute, or could be reasonably perceived as constituting, unfair business inducements or that would violate law, regulation or policies of the Company or customer, or could cause embarrassment to or reflect negatively on the Company's reputation. Although customs and practices may differ among the many marketplaces in which we conduct our business, our policies in this regard are substantially similar within the United States and elsewhere throughout the world. As a matter of respect for the rich and diverse

customs practiced among our business relations internationally, permissive conduct may differ somewhat in accordance with applicable policy or upon guidance from the business unit's Ethics Officer and Legal Department.

Gifts, Gratuities, and Business Courtesies to U.S., State, and Local Government Employees

Federal, state and local government departments and agencies are governed by laws and regulations concerning acceptance by their employees of entertainment, meals, gifts, gratuities, and other things of value from firms and persons with whom those government departments and agencies do business or over whom they have regulatory authority. It is the policy of MV to comply strictly with those laws and regulations.

Federal Executive Branch Employees

MV employees are prohibited from giving anything of value to federal Executive Branch employees, except as follows:

- MV advertising or promotional items of little intrinsic value (generally \$10.00 or less) such as a coffee mug, calendar, or similar item displaying the Company logo;
- Modest refreshments such as soft drinks, coffee, and donuts on an occasional basis in connection with business activities; or
- Business-related meals and local transportation having an aggregate value of \$10.00 or less per occasion, provided such items do not in aggregate exceed \$10.00 in a calendar year. Although it is the responsibility of the government employee to track and monitor these thresholds, no MV employee shall knowingly provide meals and/or transportation exceeding the \$10.00 individual or \$10.00 annual limit.

<u>Federal Legislative and Judiciary Branches, and State and Local</u> Government Employees

Employees of the federal Legislative and Judiciary Branches and employees of state and local government departments or agencies are subject to a wide variety of different laws and regulations. These laws and regulations and Corporate Policy Statements pertaining to them must be consulted prior to offering such employees anything of value.

Business Courtesies and Gifts to Non-Government Persons

It is an acceptable practice for MV employees to provide meals, refreshments, entertainment, and other business courtesies of reasonable value to non-government persons in support of business activities, provided:

 The practice does not violate any law or regulation or the standards of conduct of the recipient's organization. The person who offers the courtesy is responsible for inquiring prohibitions or limitations of the recipient's organization before offering any business courtesy; and

 The business courtesy must be consistent with marketplace practices, infrequent in nature, and may not be lavish or extravagant. While it is difficult to define "lavish or extravagant" by means of a specific dollar amount, a common sense determination should be made consistent with reasonable marketplace practices.

MV employees are prohibited from offering or giving tangible gifts (including tickets to sporting, recreational, or other events) having a market value of \$100.00 or more, to a person or entity with which the Company does or seeks to do business, unless specifically approved by the Chief Executive, President, or the General Counsel.

Business Courtesies and Gifts to MV Employees

Although an employee may not use his or her position at MV to foster obtaining business courtesies, it is permissible to accept unsolicited meals, refreshments, entertainment, and other business courtesies on an occasional basis, provided:

- The acceptance will foster goodwill and successful business relations;
- The courtesies are not lavish or extravagant under the circumstances;
- The courtesies are not frequent and do not reflect a pattern or the appearance of a pattern of frequent acceptance of courtesies from the same entities or persons; and
- The employee accepting the courtesies would feel comfortable about discussing the courtesies with his or her manager or coworker, or having the courtesies known by the public.

It is the personal responsibility of each employee to ensure that his or her acceptance of such meals, refreshments, or entertainment is proper and could not reasonably be construed in any way as an attempt by the offering party to secure favorable treatment.

MV employees are not permitted to accept compensation, honoraria, funds or monetary instruments in any form or amount, or any tangible gift (including tickets to sporting, recreational, or other events) that has a market value of \$100.00 or more, from any entity, representatives of any entity, or any person that does or seeks to do business with the Company, unless approved by the CEO or President. Solicitation of gifts is always prohibited. If you have any questions about the propriety of a gift, gratuity, or item of value, contact your supervisor, the CEO or President.

Gifts to MV Employees Who Procure Goods or Services for MV

If you buy goods or services for MV or are involved in the procurement process, you must treat all suppliers uniformly and fairly. In deciding among competing suppliers, you must objectively and impartially weigh all facts and avoid even the

appearance of favoritism. For this reason, gifts from suppliers or vendors must not be accepted, except advertising or promotional items of nominal value such as a pen, key chain, water bottle, visor, cup or glass or similar items displaying a Company's logo. Established routines and procedures should be followed in the procurement of all goods and services.

Conflicts of Interest Are Prohibited

Playing favorites or having conflicts of interest - in practice or appearance - runs counter to the fair treatment to which we are all entitled. Avoid any relationship, influence, or activity that might impair, or even appear to impair, your ability to make objective and fair decisions when performing your job. A conflict of interest occurs whenever an individual's private interest interferes with the interest of the Corporation. We owe a duty to MV to advance its legitimate interests when the opportunity to do so arises. You should never use Company property or information for personal gain, or take for yourself personally any opportunity that is discovered through your Company position.

Here are some ways a conflict of interest could arise:

- Employment, or agreement to accept future employment, by a competitor or potential competitor, regardless of the nature of the employment, while employed by MV without immediate disclosure to MV.
- Acceptance of gifts, payment, or services from those seeking to do business with MV.
- Placement of business with a firm owned or controlled by an employee or his/her family.
- Ownership of, or substantial interest in, a Company that is a competitor or a supplier.
- Acting as a consultant to a MV customer or supplier.
- Having a personal interest or potential for gain in any Company transaction.

Any situation, transaction, or relationship that might give rise to an actual or potential conflict of interest must be disclosed in writing to your supervisor and the CEO.

Follow the Rules about Employing Former Government Officials

There are extensive conflict of interest laws and regulations regarding the employment or use of former government personnel. These rules extend to contact or negotiations with current government employees to discuss their potential employment by the Company or their use as consultants or subcontractors. Conflict of interest laws and regulations must be fully and carefully observed. When in doubt, consult corporate and Company policies and procedures, and seek the advice of the Legal Department, Human Resources, or the General Counsel.

Maintain the Integrity of Consultants, Agents, and Representatives

Business integrity is a key standard for the selection and retention of those who represent MV. Agents, representatives, or consultants must certify their willingness to comply with the Company's policies and procedures and must never be retained to circumvent our values and principles. Paying bribes or kickbacks, engaging in industrial espionage, obtaining the proprietary data of a third party without authority, or gaining inside information or influence are just a few examples of what could give us an unfair competitive advantage in a government procurement and could result in violations of law.

Protect Proprietary Information

Proprietary Company information may not be disclosed to anyone without proper authorization. Keep proprietary documents protected and secure. In the course of normal business activities, suppliers, customers, and competitors may sometimes divulge to you information that is proprietary to their business. Respect these confidences.

Obtain and Use Company and Customer Assets Wisely

Proper use of Company and customer property, electronic communication systems, information resources, material, facilities, and equipment is your responsibility. Use and maintain these assets with the utmost care and respect, guarding against waste and abuse, and never borrow or remove them from Company property without management's permission. Be cost-conscious and alert to opportunities for improving performance while reducing costs. While these assets are intended to be used for the conduct of MV's business, it is recognized that occasional personal use by employees may occur without adversely affecting the interests of the Company. Personal use of Company assets must always be in accordance with corporate and Company policy—consult your supervisor for appropriate guidance and permission.

All employees are responsible for complying with the requirements of software copyright licenses related to software packages used in fulfilling job requirements.

More Information

To support a comprehensive Ethics and Business Conduct Program, MV has developed education and communication information documents in many subject areas. These programs have been developed to provide employees with job-specific information to raise their level of awareness and sensitivity to key issues.

Our Goal: An Ethical Work Environment

We have established this policy to underscore our commitment to ethical conduct throughout our Company. Our CEO oversees a corporate wide effort to promote a positive, ethical work environment for all employees. Our HR Department is open to employees that have ethical questions. You are urged to utilize this resource to report violations of the Code or whenever you have a question or

concern that cannot be readily addressed within your work group or through your supervisor.

Accountability

Each of us is responsible for adherence to the standards of conduct set forth in this Code and for raising questions if we are concerned that these standards are not being met. Violations of the Code are cause for corrective action, which may result in disciplinary action up to and including discharge.

How to Contact the Ethics Committee

The Ethics Committee of the MV Board of Directors has created a process for employees to use to transmit complaints to the Committee about accounting, internal controls, or auditing matters. This includes the confidential or anonymous submission of concerns regarding questionable accounting or auditing matters. If you wish to raise a question or concern or report a violation to the Ethics Committee, you should contact us at Support Center. Your concern will be promptly communicated to the Chair of the Audit and Ethics Committee of the Board.

Contact the Ethics Office

You are encouraged to contact the Support Center to discuss any ethics question or concern, to report a violation of the Code, or for information on how to contact an individual to assist with your concern. You can reach our office through any of the following confidential means of communication:

Call:
Write: Office of Ethics and Business Conduct

MV Transportation, Inc. 4620 Westamerica Drive Fairfield, CA 94534

Fax:
Internet E-Mail: @mvtransit.com

Note: Caller ID is not used on ethics phone numbers.

When you contact our office at the Fairfield Support Center:

- You will be treated with dignity and respect.
- Your communication will be kept confidential to the greatest extent possible.
- Your concerns will be seriously addressed and, if not resolved at the time you call, you will be informed of the outcome.
- You need not identify yourself.

MV prohibits retaliation against any employee who uses the Ethics Help Line.

Equal Employment Opportunity

MV's employment policy is to provide equal opportunity to all persons. In furtherance of this policy, employment decisions shall be based on merit, qualifications, and competence. Except where required or permitted by law, employment practices shall not be influenced or affected by virtue of an applicant's or employee's race, color, creed, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identification, or any other characteristic protected by law. This policy statement governs all aspects of employment including but not limited to recruitment, selection, promotions, terminations, transfers, layoffs, compensation, training, benefits, and other terms and conditions of employment.

MV prohibits retaliation against applicants or associates who file discrimination charges with federal, state or local fair employment practice agencies, participate in investigations of such charges, or oppose unlawful employment practices.

MV's Equal Opportunity Policy is an essential part of the Company's overall commitment to attract, hire and develop a strong, talented and diverse work force. MV will make every effort to reasonably accommodate qualified applicants or employees with disabilities based on the essential functions of the job, as well as the sincerely held beliefs of applicants or employees, provided such accommodation does not result in undue hardship to MV. Any requests for reasonable accommodation should be submitted to your supervisor.

If you need additional assistance, please contact the Human Resources Department via the Open Door Hotline, at

Anti-Harassment Policy

All Company employees have a right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive, or disruptive. Consistent with the Company's respect for the rights and dignity of each employee, harassment based on race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship, or any other characteristic protected by law, will not be tolerated. This includes harassment by an MV employee, contractor, agent or third parties with whom MV employees interact during the course of their employment. All employees should be aware of the following:

- Sexual harassment is strictly prohibited. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.
- 2. Harassment on the basis of any protected characteristic is strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship, or any other characteristic protected by law or that of his/her relatives, friends or associates, and that:

- has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
- has the purpose or effect of unreasonably interfering with an individual's work performance; or
- otherwise adversely affects an individual's employment.

Harassing conduct includes, but is not limited to: epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.

- 3. All supervisors are responsible for assuring that no employee is subjected to conduct that constitutes sexual or any other form of harassment.
- 4. Any individual found to have engaged in inappropriate conduct, including sexual or any other form of unlawful harassment, will be disciplined as appropriate, up to and including discharge.
- 5. Any employee who believes that he or she has been the subject of inappropriate conduct, including sexual or any other form of harassment, or who has observed any such conduct should, and is encouraged to immediately bring the matter to the attention of any supervisor, any executive or any human resources employee. Alternatively, you may contact the Open Door Hotline,
- 6. A prompt and thorough investigation of the alleged incident will be conducted, and appropriate corrective action will be taken if warranted. Complaints will be treated as confidential to the extent possible.
- 7. The Company will not in any way retaliate against an employee, potential employee, or former employee who, in good faith, makes a complaint or report of inappropriate conduct such as harassment, or participates in the investigation of such a complaint or report. Retaliation against any individual for reporting a claim of harassment or cooperating in the investigation of same will not be tolerated.

Immigration Law Compliance

MV complies with the Immigration Reform and Control Act of 1986 and is committed to employing only United States citizens and aliens who are authorized to work in the United States.

As a condition of employment, each new employee must properly complete, date, and sign the first section of the United States Citizenship and Immigration Services Form I-9. Newly rehired employees must also complete the form if they have not previously filed an I-9 with this organization, if their previous I-9 is more than three years old, or if their previous I-9 is no longer valid.

Open Door Policy

As a MV employee, you've joined an organization that places high value on customer service. That same high value is placed on employees. You will find your supervisor values you as an employee and is there to help guide and assist you in performing your role.

We challenge ourselves to take the initiative and be part of the solution. Anytime you have a suggestion or idea to make things better or a concern about the way things are done, discuss it with your supervisor or any member of management. Your input is a valuable part of our success.

We are committed to addressing workplace concerns and issues important to you. If a situation arises with your job, another employee, or customer that makes you uncomfortable, MV asks that you immediately bring it to our attention. You can discuss the situation with your supervisor. If, for any reason, you do not want to discuss the situation with your supervisor or if you feel issues remain unresolved, you can contact another member of management or you can call our Open Door Hotline at the contact another member of management or you can call our Copen Door Hotline at the contact another member of management or you can call our Copen Door Hotline at the contact another member of management or you can call our Copen Door Hotline at the contact another member of management or you can call our Copen Door Hotline at the contact another member of management or you can call our Copen Door Hotline at the contact another member of management or you can call our Copen Door Hotline at the contact another member of management or you can call our Copen Door Hotline at the contact another member of management or you can call our Copen Door Hotline at the contact another member of management or you can call our Copen Door Hotline at the contact another member of management or you can call our Copen Door Hotline at the contact another member of management or you can call our Copen Door Hotline at the contact another member of management or you can call our Copen Door Hotline at the contact another member of management or you can call our Copen Door Hotline at the contact another member of management or you can call our Copen Door Hotline at the copen Door Hotline at t

You can be assured that such complaints will be investigated and that you will not be subject to any adverse action as a result of making a good faith complaint.

Nature of Employment

MV is an at-will employer. That means that employment may be terminated at any time by either the employee or the Company for any lawful reason. No person other than the CEO or a Company President is authorized to enter into any employment agreement for a specified term with any employee. Any other employment agreements are not authorized and are void.

Some of our employees are covered by a collective bargaining agreement. If you are covered by a collective bargaining agreement, your employment relationship is governed by that Agreement.

Nature of Our Business

MV is a private contractor operating passenger transportation services for public and private agencies nationwide. We operate in a very competitive business environment; hence, we must operate safely, control our costs and provide outstanding customer and client service. We welcome your suggestions on how we can make improvements at our Company. Every MV employee plays a critical role in our success.

Definitions

Introductory Period

The first ninety (90) days of employment are an introductory period. The period is an essential part of the training and evaluation process and is used to ensure that each employee's performance meets the required standards. An introductory period may be extended at the discretion of the supervisor. Because employment at MV is "at-will", we have no obligation to retain you nor do you have an obligation to remain an employee during your introductory period.

Minimum Age

The minimum age for employment at MV is 18 years old, unless a different minimum age is required by contract or licensing requirements.

Employment Categories

- **Full-time** employees are those who are regularly scheduled to work at least 35 hours or more per week. Generally, regular, full-time employees are eligible for some or all of the Company's benefit package, subject to the terms, conditions, and limitations of each benefit program.
- Part-time employees are those who are regularly scheduled to work less than 35 hours per week. This includes casual, occasional and on-call drivers and other staff. While part-time employees receive all legally mandated benefits (such as workers' compensation and Social Security benefits), they are ineligible for many of the Company's other benefit programs.
- Temporary employees are those who are hired as interim replacements, to temporarily supplement the work force or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain such status unless and until notified of a change. The temporary employment relationship is an at-will relationship, regardless of whether an estimated duration of assignment exists. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security) they are ineligible for the Company's other benefit programs. No temporary employment may last longer than 12 consecutive months.

Safety Sensitive Functions

The following functions are considered to be "safety sensitive":

- Operating a revenue service vehicle, including when not in revenue service;
- Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License:

- Controlling dispatch or movement of a revenue service vehicle;
- Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service

Thus, the following positions are "safety sensitive":

- Driver
- Mechanic and other maintenance personnel
- Reservationist (if performing safety sensitive functions)
- Dispatcher
- Road Supervisor
- Assistant, Maintenance, Operations, Safety or General Manager

Compensation and Payroll Practices

Wages and Benefits

Each location of the Company has a wage and benefit structure. A printed summary is posted at each location and will be made available to you upon request. If a collective bargaining agreement exists at a location, it will describe the wages and benefits for members of the bargaining unit. Wages and benefits are subject to change from time to time. Contact your General Manager or the Human Resources Department if you have any specific questions about your wages or benefits.

Payroll Status

- Non-exempt employee: Non-exempt or hourly employees are eligible to receive overtime pay for overtime hours worked. Generally, employees are entitled to time and one-half their regular rate of pay for all hours worked over 40 in a workweek. If you work in a state that provides daily overtime, such as California, MV pays overtime in accordance with state law. Non-exempt employees will also be paid double time when required by applicable state law. MV policy prohibits "comp time" as a replacement for overtime pay for non-exempt employees. Paid time off including vacation time, sick time and/or holiday pay are not included for the purpose of computing overtime.
- Exempt employee: Certain executive, administrative, and professional employees are designated as salary-paid, overtime-exempt employees. Such employees receive a weekly salary that is paid every pay period. This predetermined amount is not reduced because of variations in the quality or quantity of an employee's work. Exempt employees are not entitled to overtime compensation. Subject to certain exceptions, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any

workweek in which they perform no work. Deductions will not be made from an employee's weekly predetermined salary because of the operating requirements of the business. If such an employee is ready, willing and able to work, deductions may not be made for time when work is not available. Please see our exempt payroll policy for more information.

Payroll Period & Pay Dates

For payroll purposes, the workday is defined as 12:01 a.m. to midnight and the workweek is defined as 12:01 a.m. Saturday to midnight the following Friday. Any type of paid time off is not counted as time worked for computing overtime.

Generally, payday is every other Friday. The specific pay dates for each division or location are posted on the employee bulletin board at that division or location. If a payday falls on a holiday, you will receive your paycheck on the preceding Thursday. Each paycheck covers work performed during the 14-day period ending the Saturday before payday. Direct deposit is available to all employees.

Time Recording

If you are a non-exempt employee, you must record the time you start work, the times you leave for and return from meal breaks, and the time you leave at the end of your working day. All employees are required to record time-off.

Employees must accurately record all time worked. Employees who do not accurately record all time worked, work off the clock, or otherwise falsify their time records are in violation of company policy. Employees who violate company policy may be subject to discipline, including immediate termination of their employment.

When your employment begins, you will receive instructions on how to record your time. Your immediate supervisor or manager must authorize your time record.

Pay Adjustments

Operators and other division-based hourly jobs typically have pay adjustments tied to an anniversary date or other due date and are effective on the first day of the pay period following the anniversary date and/or due date. MV does not normally conduct mid-year pay reviews to its non-driving workforce unless required by contract. MV uses a common review date of January 1 and the first full payroll cycle in January for non-driving, non-bargaining unit pay increases. Any exceptions must be approved by the Group President and Senior Vice President of Human Resources.

Operator Payroll Procedures

MV has adopted procedures that govern compensation for operators including rate of pay, hours of work, training time, non-revenue and revenue work. Please refer to the policy posted at your division for additional information.

Payroll Deductions

The law requires that the Company make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. It is your responsibility to complete your W-4 form properly to ensure the proper amount of taxes are withheld.

The Company offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs, such as health insurance or 401(k). Payroll deductions may also occur in other circumstances, such as court ordered garnishments, pre-authorized deductions for uniforms or voluntary written authorization.

If you have questions concerning a deduction, your supervisor can assist in having your questions answered or you can call the Payroll Department.

Compensation for Meetings/Training/Drug Testing

Non-exempt employees will be paid their regular hourly rate for meetings, training and/or drug testing during regular work hours and a training rate for attendance occurring outside regular work hours. If an employee's job classification does not have a specified training rate, the training rate is the applicable minimum wage.

Travel Time

Non-exempt employees are paid their regular hourly rate for travel that occurs during their regular work hours. For travel outside regular work hours, travel time is paid at the applicable minimum wage. MV follows the applicable state or federal law in determining whether travel time is treated as hours worked.

Length of Service

An employee's start date, the date on which an employee began to receive wages, is considered their "date of hire". MV will bridge an employee's length of service if they voluntarily resigned, were in good standing when they resigned and return to MV within 90 days of their resignation date.

Employment Termination

- Resignation (Voluntary) employment termination initiated by an employee who chooses to leave the Company voluntarily.
- Discharge/Layoff (Involuntary) employment termination initiated by the Company.

Employees who are enrolled in Company provided health benefits at the time of termination will receive COBRA notification as required by law. Any questions may be directed to the Employee Resources Hotline,

What to Do If You Have Questions about Compensation and Payroll Practices

If you have any questions, concerns, comments, or complaints related to your compensation or the Company's payroll practices, please direct those comments to your supervisor, any executive, the Payroll department, or the Human Resources department. You may also contact the Open Door Hotline at

Hours of Work

Work Schedules

Work schedules for employees vary throughout the Company. Supervisors will advise employees of their individual work schedules. Staffing needs, operation demands, and client service requirements may require variations in the total hours that may be scheduled each day and week. The Company does not guarantee hours of work or schedules.

When operating requirements or other needs cannot be met during regular scheduled hours, employees may be required to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization.

Rest and Meal Periods

Rest and meal periods prescribed by law and MV policy are an important part of our Safety Program. All efforts should be extended to ensure that employees will be provided a minimum of a 30-minute off duty meal break time during each shift. The meal break is unpaid.

While operational contingencies may occasionally prevent an employee from taking a meal period, it is understood that such instances should be the exception not the rule. With the exception of employees in California who have signed an on-duty meal period agreement, any employee who is unable to take a 30-minute off-duty meal break due to operational contingencies on an ongoing basis should contact the General Manager or Regional Vice President.

It is not possible for MV to schedule break times or service destinations according to employee's desire to enjoy their break at their homes or at any other specific location. Field employees should understand that the nature of their job is such that they may be dispatched in any direction at any time and they should be prepared to eat at public facilities close to where they receive their break or bring their meals with them.

Each state in which MV operates has state-specific requirements for meal and rest breaks. For example, MV employees in California who work more than three and ½ hours are entitled, authorized and permitted to a 10-minute paid rest break for every four hours worked or major fraction thereof. Thus, an employee working an 8 hour shift may take two 10-minute paid rest breaks. These breaks should be spaced evenly throughout the workday. Like meal breaks, it is not possible to schedule rest break times and rest breaks should be taken when operations permit. The meal and rest break rules are posted in each location. If

you have questions about the rules, please contact your Supervisor or Human Resources.

Attendance Policy

All MV employees are required to report to work on time every day they are scheduled to work. The following policy applies to all non-exempt, non-introductory period employees and is based on a rolling twelve (12) month time period.

The policies outlined in this section do not limit the employee's and the Company's right to end the employment relationship at any time, for any reason not prohibited by law, with or without cause, and with or without notice.

Excused Absence

Excused absences are approved requests for family medical leave (FMLA), kin care (if required by state law), personal leave, jury and/or witness duty, military, bereavement, pre-arranged vacation days or any other leave protected by law. Attendance points are not issued for excused absences.

Pre-arranged vacation days will be excused if:

- 1 A MV "Request for Time Off" form is competed and approved by the Operations Manager, General Manager or Regional Vice President.
- 2 These steps are completed per the division's advance notice policy.

Unexcused Absence

Absenteeism is measured in occurrences. Employees are required to call in for each day of work missed. All employees who will be absent or tardy are required to notify their supervisor or dispatch at least one (1) hour prior to the start of their shift. Notwithstanding the situations described below, if an absence occurs, or an employee fails to call within the appropriate time, because of a FMLA qualified serious medical condition, the employee's absence will not count as an occurrence.

- An unexcused absence, where the employee calls in at least one hour prior to the start of his/her shift, is counted as one occurrence.
- Unexcused absences up to 5 consecutive days are counted as one occurrence, provided proper notice is given. After day 5, each day of absence is counted as an occurrence unless the employee provides a doctor's note excusing the absence for up to a total of 10 days. After 10 days, each day absent will be counted as an occurrence. Absences exceeding 10 days may be considered for a leave of absence.
- Calling in less than one hour in advance of your start time to report an absence or tardy is counted as one and one-half (1 ½) an occurrence.
- Failure to call at all (No Call No Show) for a scheduled shift is counted as four occurrences.

- A failure to complete the entire shift is counted as one occurrence.
- Missing a required meeting is counted as one occurrence.

Tardiness

- Arriving to work up to 15 minutes after your scheduled reporting time either for shift start or returning from rest or meal breaks is one-half (1/2) an occurrence.
- Reporting to work more than 15 minutes after a scheduled reporting time either for shift start or returning from rest or meal breaks will be counted as one occurrence.
- If an employee is tardy for their shift, the shift may be re-assigned and the employee sent home.

Disciplinary Guidelines for Attendance

All non-exempt employees will be issued an Employee Attendance Report documenting each occurrence.

Violations of more than one component of the attendance policy, will receive a single point assessment of the highest value.

Employees are allowed a maximum of seven (7) occurrences within a rolling 12 month period before a written warning is issued. Each occurrence is removed from the employee's record 12 months after the occurrence. If an employee reaches 10 occurrences within a rolling 12 month period, he/she will be terminated.

Clean Slate

If an employee goes "occurrence free" for a consecutive six (6) month period, his/her attendance record will be wiped clean and any prior occurrences will not be considered as a basis for disciplinary action.

Company Meeting Attendance

We require that all employees attend Company operations meetings, which include the monthly safety meetings. Failure to attend a mandatory Company meeting will result in one attendance point.

Attendance Policy for Non-Exempt Introductory Employees

MV expects new employees to demonstrate excellent attendance during their introductory period. Introductory period employees are permitted no more than one (1) occurrence point using the guidelines set above.

Attendance Policy for Exempt Employees

Due to the nature of exempt or salaried work, exempt employees are not subject to the Attendance/Tardiness Policy. Exempt employees are expected to maintain good attendance and complete all work assignments and meet the requirements of the position.

Emergency Closings and Seasonal Work

Emergency conditions, such as severe weather, fire, flood, or earthquake, can disrupt Company operations and interfere with work schedules, as well as endanger employees' well being. These extreme circumstances may require the closing down of operations partially, or business altogether. Time off due to emergency closings is generally unpaid.

Due to seasonal or holiday fluctuations of business, it is sometimes necessary to reduce hours below the normal level of hours worked. When this is necessary, such reductions will be based on such factors as agency and client schedules, as well as driver seniority. Drivers should expect such slowdowns to include, but not be limited to, summers and seasonal holidays such as Thanksgiving or Christmas.

Employee Benefits

Health & Dental Insurance

Eligible employees will be offered health and dental insurance benefits. The details of those benefits are set forth in a booklet provided to eligible employees.

401(k)

Benefits-eligible employees may participate in the Company's 401(k) plan. The details of the program are set forth in a booklet provided to eligible employees.

Vacation Time

Full-time employees are eligible to accrue vacation time, subject to the applicable waiting period. Each location has its own accrual program for vacation time. Please check with your manager or the division wage and benefit sheet for your vacation accrual rate. Vacation accrual is capped at 120 hours for hourly employees and 160 hours for salaried employees, unless otherwise regulated by state law. Vacation accrual will be suspended once the cap is reached. Accrual will begin again once vacation time is used and the balance drops below the cap. Exceptions to this cap are generally not made and only if approved by the Senior Vice President of Human Resources.

Vacation time may be used for personal time-off. Generally, employees should notify the division of the request to use vacation time in accordance with the division's advance notice policy. In the absence of an advance notice policy, employees should provide at least one week's notice of their desire to use vacation time. In the event of unforeseeable circumstances, a shorter notice period may be acceptable. If the vacation time request is not approved and the employee is absent from work during that period, the employee is subject to discipline and may not be paid for that time off.

At the time of separation of employment, an employee will be paid all accrued and unused vacation time only if state law requires that MV pay the employee for accrued and unused vacation time.

Vacation Cash-Out Policy

Drivers may cash out vacation pursuant to their division's cash out policy. Any exceptions to this policy must be submitted to the Senior Vice President of Human Resources.

Vacation Donation Policy

In times of need and extreme circumstance, an Operator may make an annual donation, up to 16 hours of accrued vacation hours, to another driver. Each request will be evaluated by and requires the approval of the Senior Vice President of Human Resources.

Paid Holidays

Full-time employees are eligible for paid holidays, subject to the applicable waiting period. The list of paid holidays and any applicable waiting period are posted at each facility. Holiday pay will only be paid to a non-exempt employee if the employee has worked his/her scheduled work day preceding the holiday and has worked his/her scheduled workday following the holiday.

If a paid holiday falls on an employee's day off or an employee is required to work on a holiday, the employee may receive an alternative day off or holiday pay, depending on the location's policy.

If a holiday falls during any unpaid time off (leave or vacation for example), the employee will not receive holiday pay.

Leave Policies

The Company provides all leaves required by applicable federal or state law, including the following types of employee leaves listed below. Any unpaid leave of absence in excess of 30 days may impact vacation accrual, healthcare benefits and length of service for seniority or bidding purposes. Please see the policy on leaves for more information.

In addition to the leaves listed below, many states have created other protected leaves. Please see your state addendum for information regarding additional leaves available under state law.

With the exception of a personal leave, all applicable leaves run concurrently. For example, if an employee takes time off for a serious health condition that resulted from a work-related injury, the workers' compensation leave, state and federal family medical leave begin on the first day of absence.

Workers' Compensation

MV purchases Workers' Compensation Insurance for employees who incur a work-related injury or illness. Any illness or injury to an employee, regardless of severity, that occurs while on the job must be reported. Any employee who has suffered a work related injury or illness has the right to make a workers' compensation claim. The employee may then be sent to a Company approved

medical facility for treatment or examination, which may determine whether follow-up care is necessary. While on Workers Compensation leave or while on a Temporary Modified Work assignment, employees shall conform to all applicable rules, policies and procedures. Employees will not be discriminated against for presenting a Workers Compensation claim.

All employees who experience a work-related injury that requires medical attention will be subject to a drug and alcohol test (if allowable by applicable state law) and placed on unpaid "safety leave" until the results of the test are known.

Temporary modified work may be offered to those employees who have sustained a compensable workers' compensation injury and who have been released by an authorized health care provider to return to work with medical and/or physical restrictions.

The company shall establish the temporary modified work day and work week within the restrictions set forth by the authorized health care provider. Temporary modified work days shall not exceed 8 hours to ensure temporary modified duty employees do not work overtime. Temporary modified work may be assigned for up to 26 weeks in a rolling 52 week period.

Prior to acceptance of temporary modified work, the employee shall be furnished a written temporary modified work offer indicating the temporary modified work duties. Employees accepting this work shall receive their normal regular hourly rate of pay. For more information on temporary modified work, please request a copy of the policy which is located on Portal.

Reporting Employee Injuries or Illnesses

Employees are required to timely report all on-the-job injuries and illnesses to their General Manager, Dispatcher or immediate supervisor. Failure to timely report an on-the-job injury or illness may result in disciplinary action up to and including termination.

Personal Leave

Personal leave without pay is available to non-introductory period employees who wish to take time off from work duties to fulfill personal obligations. Personal leave may not be used to seek or accept employment elsewhere.

Employees should submit a request for personal leave in writing to their supervisor as far in advance as possible. Personal leave may be granted at the sole discretion of the company for a minimum period of two weeks, and to a maximum of 8 weeks every calendar year. Additional leave will only be granted as required by law, including but not limited to reasonable accommodation obligations. Any accrued vacation time, or sick time if applicable, must be used during a personal leave.

Requests will be evaluated on a case by case basis and on consideration of a number of factors, including reasons for the leave, anticipated duration, operational requirements, seniority, job performance and staffing considerations. During the unpaid portion of a personal leave, if the employee participates in a healthcare program, the employee is responsible for the entire healthcare

premium amount. The Company will resume payment of its portion of the benefits costs when the employee returns to active employment.

Seniority and accruals for vacation, any paid time off or holiday pay are suspended during an unpaid personal leave and will resume upon return to active employment.

If the leave request is due to the employee's own medical condition, the employee must provide a fitness for duty medical certification from his/her treating physician prior to returning to work. Employees returning to work after 30 days or more break in service will also be required to undergo a background check, return-to-work physical and drug test, as permitted or required by applicable federal or state law, which includes but is not limited to regulations and requirements set forth by the DOT, FTA, FMCA, OSHA and ADA.

When personal leave ends, the employee will return to the same position, if available. If that position is not available, MV will attempt to place the employee in a position for which he/she is qualified. If there is no such position available, employment will be separated. The employee remains eligible for re-hire and may apply for any available position in the future. If an employee fails to report to work at the expiration of the approved leave period, the Company will treat the employee as having voluntarily resigned.

Family and Medical Leave

Employees have rights to family and medical leave under the Federal Family and Medical Leave Act of 1993. The Company provides Family and Medical Leave in accordance with both federal and any applicable state law.

Eligibility for Family and Medical Leave. Employees who have worked at the Company for at least 12 months and who have worked at least 1,250 hours during the previous 12 months are eligible for Family and Medical Leave. Where MV has assumed an existing contract, the time an employee has worked for a previous contractor is considered in this calculation.

Leave for the birth, adoption, or placement of a child must be completed within one year of the birth, adoption or placement.

Types of Family and Medical Leave Available. State and federal laws allow Family and Medical Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason of the Family and Medical Leave, it is important to identify the reason for the leave. Family is available for the following reasons:

- The birth, adoption, or foster care of an employee's child within 12 months following the birth or placement of the child ("Bonding Leave").
- To care for an immediate family member (spouse, registered domestic partner, child or domestic partner's child,, or parent with a serious health condition) ("Family Care Leave").

- An employee's inability to work because of a serious health condition ("Serious Health Condition Leave").
- A "qualifying exigency" for military operations arising out of a spouse's, child's or parent's Armed Forces (including the National Guard and Reserves) active duty or call to active duty in support of a "contingency operation" declared by the U.S. Secretary of Defense, President, or Congress, as required by law. Unless otherwise required by law, a "qualifying exigency" under Military Exigency Leave will be defined by the Company on a case by case basis ("Military Exigency Leave").
- To care for a spouse, child, parent, or next of kin (nearest blood relative of an individual who is an Armed Forces member with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties ("Service member Family Leave".)

How and When to Request Leave. If you need Family and Medical Leave, you must provide the Company notice of the need for leave. To request foreseeable leave (such as following the birth of a child or for planned surgery), you should fill out an Application for Leave of Absence form, which is available from Human Resources at least 30 days in advance and submit the form to your Division Manager. When the need for leave is not foreseeable, you must give notice as soon as possible and, if possible, should be in writing. Any request for leave should provide the Company with enough information to determine whether the leave qualifies as Family and Medical Leave. However, you are not required to disclose the specific medical condition related to the leave request. Failure to provide proper notice may result in delay or denial of leave.

Medical Certification Requirement. If your leave is due to a serious health condition, either your own or a family member's, you will be required to furnish Medical Certification from a health care provider. Medical Certification forms are available from Human Resources. Failure to provide the required certification may result in the delay, denial, or cancellation of leave. If the certification shows that your absence does not qualify under the FMLA, the FMLA designation will be revoked retroactive to the first day of your leave and you may be subject to MV's attendance policy. The Company may require recertification during your leave.

Amount of Leave Available. An employee may take up to 12 weeks of Family and Medical leave in a rolling one year period (see below). The leave may be taken in increments of workweeks, days or hours, as necessary. Under some circumstances, you may take Family and Medical Leave intermittently—which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule.

If both a husband and wife are employed by MV and eligible for FMLA, their leave may be limited to a combined total of 12 weeks if the leave is taken for:

1) Bonding Leave; 2) Family Care Leave; or 3) Serious Health Condition

Leave.

The maximum amount of Family and Medical Leave for an employee wishing to take Service member Family Leave will be a combined leave total of twenty-six (26) workweeks in a 12-month period.

EXAMPLE: You take 12 workweeks off to bond with a newly adopted child. Later, in that same 12-month period, you wish to take time off from work to care for a spouse, child, parent or next of kin under the Service member Family Leave provision of this policy. Because the law allows extra time off for Service member Family Leave, you will be allowed to take this time off, so long and the total amount of leave does not exceed 26 workweeks.

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Service member Family Leave only or is for a combination of Service member Family Leave, Bonding Leave and/or Family Care Leave.

How the Amount of Leave is Calculated. The Company will calculate Family and Medical Leave on a "rolling 12-month basis." This means that the 12-month period is measured backwards from the date an employee uses any Family and Medical Leave. Each time an employee takes Family and Medical leave, the remaining leave entitlement would be any balance of the 12-week annual entitlement that had not been used during the immediately preceding 12 months.

Benefit Continuation. During Family and Medical Leave, your group health insurance will be maintained under the same conditions as if you were working. If you are on paid leave, your share of the premium, if any, will be deducted from your paycheck. If you are on unpaid leave, you must make the premium payments on a monthly basis. If employee premium payments are more than 30 days late, insurance coverage may be terminated. You will be required to reimburse the Company for any premium payments you missed that the Company pays on your behalf.

Reinstatement. When you return from Family and Medical leave, you will be entitled to reinstatement to your job or an equivalent job with the same pay, benefits, and terms and conditions of employment, unless you are a "key employee," to whom special rules apply or you are unable to perform an essential function of the position, with or without reasonable accommodation. Because the maximum entitlement under the FMLA is 12 weeks, this right to reinstatement will not apply to leaves that continue after the 12 weeks are exhausted. Additionally, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

Pay Status. Family and Medical leave is generally unpaid leave. However, if you have any accrued vacation or sick time, you may be required to use that accrued time. Under these circumstances both the paid and unpaid leave count as Family and Medical Leave.

Fitness for Duty. If you are taking medical leave due to your own serious health condition, you must provide a return to work release from your health care provider before you return to work. The return to work statement should be submitted to the Leaves Manager in the Benefits Department. Employees returning to work after 30 days or more break in service will be required to undergo a background check, return-to-work physical and drug test, as permitted or required by applicable federal or state law which includes but is not limited to regulations and requirements set forth by the DOT, FTA, FMCA, OSHA and ADA.

Status Update. While you are on leave, the Company may require you to periodically confirm your status and your intention to return to work. Any employee who decides while on leave that he or she will not be returning to work at the end of the leave should immediately inform the Company.

Fraudulent Use of Leave. If the Company determines that an employee has obtained leave or continued to take leave under the state or federal family and medical leave laws based on fraudulent, dishonest or misleading conduct of any kind, the employee will be subject to immediate termination.

Bereavement

If an employee wishes to take time off due to the death of an immediate family member, the employee should notify his or her supervisor immediately. Immediate family member is defined as spouse, domestic partner, child, domestic partner's child, sibling, parent (or person who raised you), grandparent or grandchild. Hourly employees may be granted unpaid time off of up to one week for bereavement leave. See your division or location for specific policies regarding bereavement leave. Salaried employees may take paid time off of up to three days (five days if air travel is required) for bereavement leave.

Jury Duty

All non-exempt employees are eligible for unpaid jury duty leave. Exempt employees are also eligible for jury duty leave. For each complete workweek during which an exempt employee is unpaid and performs no work, the exempt employee's leave will be unpaid. Employees may use any accrued vacation time for the period of the jury duty leave. Health insurance benefits will continue until the end of the first full month of unpaid jury duty. At that time, employees will become responsible for the full costs of their health and/or dental insurance if they wish to continue coverage through the remainder of the jury duty leave. Employees are expected to report to work whenever the court schedule permits.

Military Leave

Leaves of absence will be granted to all employees who are members of the National Guard, reserves, or regular armed forces as required by and under the conditions prescribed in applicable state and federal laws.

Administrative Leave

Employees are required to report any life event that could potentially disqualify them from employment based on our Qualification standards. The employee will be placed on unpaid administrative leave until a final disposition has been provided by the appropriate authoritative agency. Examples of potentially disqualifying events include, but are not limited to, felony charges, misdemeanor charges of a violent or sexual nature, DUI/DWI charges, etc.)

Employee Performance and Conduct Policies

Performance Appraisals

Exempt employees and non-exempt staff employees will ordinarily be reviewed annually during a common review date of January 1. The appraisal will be discussed in a meeting between the employee and the supervisor. The supervisor and employee will review the job requirements, performance objectives, or other performance criteria. A performance rating will be assigned and an annual pay review may be provided.

Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Our Code of Conduct outlines our policies regarding conflicts of interest.

Reference Checks

No employee may provide a reference check, letter of reference, verification of employment or disclose any performance or employee information to any outside party at any time on either a current or past employee. All requests for reference checks or verifications of employment must be forwarded to Human Resources at the Support Center. MV only provides confirmation of employment, dates of employment and position held. No performance or termination information may be disclosed.

Outside Employment

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with MV. Employees should consider the impact that outside employment, whether paid or voluntary, may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subjected to the scheduled needs of our clients, regardless of any existing outside work requirements. In some divisions, operators are required to report hours worked as a driver for another employer on a daily basis. Under certain circumstances a log may be required. Your General Manager has more information.

Hiring of Relatives

MV is a family oriented company and encourages family and friends of employees to consider making MV their company too. However, relatives in the same area of the company may not supervise each other or direct each other's work. Exceptions to this policy must be approved by the Senior Vice President of Human Resources.

Job Abandonment

An employee who does not report for three consecutive days' scheduled shifts will be considered to have voluntarily resigned his or her position.

Confidentiality and Proprietary Information

During the course of employment, employees may receive and have access to confidential information regarding the internal affairs of the Company. All employees are expected to respect and maintain the confidentiality of employee records, business records, data and other information not otherwise available to the public. Upon separation of employment, an employee must return all documents, records, or any property that belongs to the Company or is related to Company business. Any programs, writings, or other material developed by an employee as part of his or her work at the Company is property of the Company.

The protection of confidential business information during and after your employment is important to the interests and the success of this Company. Such confidential information includes, but is not limited to the following examples:

- Technological Data
- Operations Data: customer lists, trip sheets, financial & billing information, schedules, dispatch logs, policy or program manuals
- Marketing plans and strategies, or project plans or proposals
- Personnel or labor information such as names, titles, employee phone numbers, medical and benefit information, training materials or labor relations strategies

Nothing in this policy, however, should be construed to prohibit employees from discussing their terms and conditions of employment amongst themselves.

Electronic Data Systems Policy

The Company maintains a computer system, a voice-mail system and an e-mail system to assist employees in conducting Company business. These systems, including the equipment and data stored in the systems, are the exclusive property of the Company. As such, all messages created, sent, received or stored in these systems are and remain the property of the Company.

The Company's e-mail and computer systems and resources are not to be used for entertainment, personal communications and other personal use or any illegal, harassing, inappropriate, pornographic, libelous or obscene purpose during or outside work hours. The only exception is for limited personal uses on

the employee's own time, subject to the limitations and guidelines of the Internet, Newsgroup and Electronic Mail Policy. The Company's electronic data systems may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitation without the advance permission of the Company.

Because the computer systems and resources remain Company property, employees should have no expectation of privacy with regard to these systems and resources. All computers and Company equipment are subject to search at any time. Additionally, MV reserves the right to discontinue an employee's access to any computer systems and resources at any time.

Employees are prohibited from downloading or uploading "executable" files without advance approval by the Director of Information Technology. Additionally, employees are prohibited from copying software without advance approval by the Director of Information Technology.

Please see the Internet, Newsgroup and Electronic Mail Policy for more detail.

Software Code of Ethics

Unauthorized duplication of copyrighted computer software violates the law and is contrary to our organization's standards of conduct. We disapprove of such copying and recognize the following principles as a basis for preventing its occurrences:

- Employees are prohibited from making or using unauthorized software copies under any circumstances.
- Employees must comply with all license or purchase terms regulating the use of any software we acquire or use.
- Employees must comply with, and enforce, MV's internal controls to prevent the making or using of unauthorized software copies, including effective measures to verify compliance with these standards and appropriate disciplinary measures for violation of these standards.

Blogging

MV understands that some employees may wish to create and maintain personal Web logs, or "blogs". While the company respects an employees' right to personal expression, there is an understanding that personal blogs can impact the company and its employee's. Please take note of the following guidelines in regard to workplace-related blogging:

- Employees must make it clear that the views in their blogs are their own and not those of MV
- It is prohibited to disclose confidential/trade secret information.
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing MV, its supervisors, management, co-workers or competitors

- Employees must comply with all other company policies (such as rules against discrimination and harassment)
- Company time may not be used to view, create or update personal blogs

Employees may be asked to refrain from commenting on topics related to the Company (or, if necessary, to suspend the blog altogether), if advisable to comply with securities or other laws. MV, at its sole discretion, will determine whether a particular blog violates company policies. As with all other policies, violation of this policy may result in discipline, up to and including termination. Should you have any questions regarding this policy, please contact the Human Resources department.

Work Rules

Work rules are needed to ensure the safety and well-being of all employees. The purpose of Work Rules is not to punish employees; instead, it is intended to inform employees regarding expectations and provide a framework for coaching and counseling. The Company reserves the right to skip steps in the disciplinary process whenever it determines circumstances warrant. Work Rules are divided into two groups of offenses:

1. *Minor Violations* will usually be addressed in a four-step process (although the Company need not follow this sequence):

First violation - Counseling session/verbal warning

Second violation- written warning

Third violation – Final warning and/or unpaid suspension

Fourth violation - Termination

2. *Major Violations* will warrant disciplinary action up to a final warning and/or unpaid suspension, or termination.

Minor Violations

The Company need not follow any particular sequence of discipline and may impose immediate suspension or discharge where circumstances warrant. Examples of minor violations include, but are not limited to, the following types of workplace behavior.

- 1. Repeated failure to follow work policies, procedures or duties
- 2. Repeated failure to follow personal appearance standards
- 3. Use of abusive or profane language
- 4. Use of personal radios while operating a Company vehicle.
- 5. Eating or drinking while operating a Company vehicle.
- 6. Violation of the Internet, Newsgroup and Electronic Mail Policy, not

considered to be a major violation

Major Violations

Major violations will result in termination or other serious discipline. Examples of major violations include, but are not limited to, the following types of workplace behavior:

- Reporting to work or working under the influence, possessing alcohol or illegal drugs in the workplace, or any violation of MV's Drug and Alcohol Policy
- 2. Deliberately damaging or abusing property
- 3. Carelessness or horseplay resulting in property damage in excess of \$5,000 or personal injury
- 4. Insubordination, including the refusal and/or failure to follow a directive, to perform assigned work, or to encourage others to do either
- 5. Violation of confidentiality and proprietary information policy
- 6. Sexual or any other forms of harassment prohibited by Company policies
- 7. Violations of State, Federal, County or Municipal laws, regulations or requirements that would disqualify you from employment under MV's hiring criteria, with the exception of moving violations while driving which are governed by the MV Safety Point System. Employees are required to report such arrests and/or convictions within 24 hours.
- 8. Violations of the MV Safety Policy, Attendance Policy or Substance Abuse Policy Violations of the following regarding Company vehicles and/or equipment:
- Operating without a valid license appropriate for that vehicle, equipment or service.
- Driving on a suspended license
- Driving a commercial vehicle without a valid medical card
- Transporting school children without proper school bus certification as required by applicable law
- Un-insurability as a vehicle operator
- Negligent use of a Company owned or provided vehicle or equipment
- Unauthorized use of a Company owned or provided vehicle or equipment including transporting unauthorized passengers

- Use of a personal cell phone while operating a Company vehicle
- 9. Falsification of any records, such as medical forms, time records or employment applications, or making false statements
- Inappropriate, unprofessional or disorderly verbal or physical conduct directed towards coworkers, passengers, clients or any third party while acting as a representative of the Company
- 11. Entering a passenger's home while in service or in Company uniform without a legitimate business purpose
- 12. Possession of weapons or explosives on Company premises
- 13. Conviction of driving under the influence, reckless driving or hit-and-run driving whether on or off the job, in a Company or private vehicle, for employees performing safety sensitive functions
- 14. Use of Company property or Company garages for personal vehicle repair
- 15. Failing to pass initial, ongoing or changed qualification standards
- 16. Dishonesty, theft, or improper handling of company assets or cash
- 17. Gross negligence

Vehicle Citations

Vehicle citations are the responsibility of the employee. MV will not pay for parking tickets or citations issued to Company vehicles or employees on Company time unless required by law. It is the responsibility of the employee to obey all traffic laws and to operate a vehicle in a safe and legal manner.

Personal Appearance

When at work, employees are expected to present a professional appearance and to dress according to the requirements of their position. Where required, employees must come to work in a clean, pressed uniform. Those who report for work inappropriately dressed will be sent home unpaid and directed to return to work in proper attire. For safety reasons, the following appearance standards also apply for all operators and safety sensitive positions:

- Leather, rubber soled shoes must be worn
- Long hair extending past the shoulders must be tied back
- Fingernails cannot exceed 1/2" past the tip of the fingers
- Dangling jewelry, including earrings, is not permitted

If the employee's shift needs to be covered by another employee, the employee may forfeit his/her entire days shift at the manager's or supervisor's discretion. If

sent home, the employee will be issued an attendance occurrence noted as an absence.

Smoking

Smoking is expressly forbidden in or near Company vehicles at all times. This rule applies to everyone - employees, passengers, clients and the general public. It is also prohibited for any employee to smoke in any MV facility or garage. Employees wishing to smoke must do so on their own time and a minimum of 20 feet from a facility or bus.

Solicitation

MV prohibits:

- Solicitation and distribution of goods, services, or literature by nonemployees on Company premises
- Solicitation by employees on Company premises when the person soliciting or the person being solicited is on working time (Working time is the time employees are expected to be working and does not include your scheduled meal or other authorized breaks.)
- Distribution of goods and/or literature by employees on Company premises in non-working areas during working time, as defined above
- Distribution of goods and/or literature by employees on Company premises in working areas

Note: A "working area" is an area, usually inside production areas or offices, where work is performed. It includes halls and aisles used in the course of employees' work. It also may include outside areas like the yard. "Working area" generally does not include break rooms, cafeterias, employee parking lots and Company grounds or recreation areas.

Confidentiality of Information

MV treats employee information as confidential. MV will only release employee information upon 1) written authorization, 2) court order, 3) as necessary in accordance with business needs and to administer benefits, or 4) to meet other contractual or legal requirements.

Security Inspections

Employees should not have an expectation of privacy in Company equipment such as desks, lockers, and computers. Desks, lockers, computer and communications systems are the property of the Company and therefore can be inspected by any agent or representative of the Company at any time, either with or without prior notice. The Company has the right to inspect packages and persons on, entering and/or leaving Company property. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the Company's premises.

Employee Personnel Files

Employees can review the information contained in their own personnel file, except 1) records relating to the investigation of a possible criminal offense; 2) letters of reference; 3) ratings, reports or records that were obtained prior to employment, prepared by identifiable examination committee members or obtained in connection with a promotional examination. Employees who are interested in reviewing the contents of their personnel file should complete the Personnel File Review Form and submit it to their Manager of Human Resources to schedule a mutually convenient time for an appointment.

To ensure that MV's personnel files are up-to-date and contain accurate, complete information, employees are asked to notify their supervisor or Human Resources of any changes that need to be made in any of the following categories:

- Name
- · Telephone number
- Home address
- Individual to notify in case of an emergency

Safety and Incident Policies

Safety Hotline

Since the safety, health and welfare of our employees, passengers and public is our number one priority at MV, we have established an Employee Safety Hotline to report any safety problems or concerns. Our safety hotline number is Concerns including vehicle maintenance issues, unreported incidents, failure to secure wheelchairs, office safety issues, etc. should be reported to the Employee Safety Hotline. You are also expected to report any instances to your supervisor so your concerns can be immediately addressed.

Incident

Any occurrence, event or action (regardless of how minor) which does not follow Company procedures or presents a threat or problem to MV, its passengers, public or its employees is considered an incident. Any occurrence involving a passenger while under the care, custody and control of MV and its employees is considered an incident. Any contact between your vehicle and another person, vehicle or object is considered an incident whether or not there was damage or injury.

Incident Reporting

All incidents, regardless of how minor, must be immediately reported per MV's 'Incident Reporting' procedure. For workers compensation injuries, please refer to our 'Workers Compensation' policy. Failure to timely report an incident may result in disciplinary action up to and including termination.

Major Safety Incidents

For incident reporting purposes, a major incident is one involving a transit vehicle or occurring on MV property. This includes, but is not limited to:

- Fatality
- Pedestrian or cyclist incident/injury
- Passenger incident or injury involving a lift
- · Passenger incident or injury while entering or exiting a vehicle
- Passenger incident or injury involving improperly securing a passenger
- Preventable roll-away incident
- Incident resulting in a worker's compensation claim
- MV Operator is cited for a moving violation
- Any injury (including to the MV Operator) requiring immediate medical attention away from the scene
- Property damage of at least \$5,000
- Environmental spills
- Vehicle roll-over/lay-over
- Vehicle fire
- Incidents with Operator allegation of equipment or maintenance failure
- Events with potential for negative public relations and/or news media coverage
- Incidents where Operator drug and/or alcohol use may be involved
- Incidents where fault is in question

Minor Safety Incidents

All other incidents that do not meet the definition of a "major" incident.

Subrogation of Incident or Injury Claims

Every employee is expected to protect MV's rights to subrogate for reimbursement of vehicle damages, Workers' Compensation payments and related costs, Medical and Dental Insurance payments and related costs, and other payments/costs which result from the negligence of third-parties. Employees must obtain concurrence from MV (Risk Management for Workers' Compensation claims or Human Resources for Medical/Dental claims) prior to signing any "release of liability" from any responsible third-party or third-party insurer.

Safety Investigation Leave

Any employee involved in a major incident will be placed on administrative leave while the incident is being investigated to determine root causes and preventability. Administrative leave is unpaid unless the incident is determined to be non-preventable. Employees may perform other non safety sensitive functions if available and/or appropriate until final determination is made.

Electronic Systems

The company employs numerous technologies, including DriveCam, video systems, GPS and mobile data terminals in order to help ensure the safety of the driver and passengers, compliance with Federal, State and Local driving laws as well as regulations for both the driver and the motoring or pedestrian public. Any recording resulting from these technologies may be used as evidence in the investigation and may result in the issuing of appropriate disciplinary action.

Safety Point System

MV safety results are directly related to the actions and behaviors of our employees. At-risk behaviors lead to incidents and injuries. Therefore all MV safety sensitive employees are subject to a Safety Point Program rating which assesses cumulative points for at risk safety behaviors or actions.

Any work related incident, which involves an employee at MV will be investigated and may result in Safety Points being assigned.

If the incident is determined to have been "preventable" by the MV employee, then it will be considered a preventable incident. While an incident may not be legally considered your "fault", it will be treated as preventable, regardless of the cost to MV. Even minor damage incidents cost the Company money in terms of repairs, lost vehicle or driver time, staff time etc. Any damage to a Company vehicle will automatically be assessed to the most recent employee who drove that vehicle and who failed to report it on a daily vehicle inspection sheet.

Preventability of Incidents and Injuries

The determination as to whether an incident could have been "preventable" will be made by the Division Safety Manager and General Manager. It is subject to review by the Area Safety Manager and/or the Region Vice President. If there is a disagreement it will be given to the Vice President of Safety and Senior Vice President of Safety. The Senior Vice President of Safety has the final determination of preventability on all incidents.

Disciplinary Action

Any employee who has a preventable incident will be subject to re-training and/or discipline up to and including termination based on the safety point system.

Although most situations will be addressed by issuing safety points, MV reserves the right to impose discipline, up to and including termination, for any unsafe act, failure to follow safe work practices and/or procedures, or negligent operation of a Company vehicle regardless of the point assessment under the Safety Point System. Unsafe behaviors are also subject to disciplinary action regardless of whether they lead to injury. Such discipline must be approved by the Senior Vice President of Safety or a Company President.

Accruing Safety Points

All preventable incidents will be assigned points in the following manner:

Drive Cam incidents will be assessed points based on level of severity

Failure to cycle wheelchair lift Failure to do a proper vehicle inspection (DVI) Improper following distance Conviction of a minor traffic violation Backing incident Minor preventable incident Any use of a cell phone or non company-issued electronic device while operating a vehicle points Major preventable incident that does not involve serious injury, death and/or property damage in excess of \$25,000 Major preventable incident with serious injury, death and/or property damage in excess of \$25,000 Major preventable roll-away incident Failure to properly secure/transport a mobility device Failure to immediately report a citation or incident in a Company vehicle Conviction of a major traffic violation * One (1) point Two (2) points Two (2) points Three (3) Four (4) points Four (4) points Six (6) points	Unsafe maneuver(s) or act	One (1) point
Improper following distance Conviction of a minor traffic violation Backing incident Minor preventable incident Any use of a cell phone or non company-issued electronic device while operating a vehicle points Major preventable incident that does not involve serious injury, death and/or property damage in excess of \$25,000 Major preventable incident with serious injury, death and/or property damage in excess of \$25,000 Any preventable roll-away incident Failure to properly secure/transport a mobility device Failure to immediately report a citation or incident in a Company vehicle Two (2) points Three (3) Four (4) points Six (6) points	Failure to cycle wheelchair lift	One (1) point
Conviction of a minor traffic violation Backing incident Minor preventable incident Any use of a cell phone or non company-issued electronic device while operating a vehicle points Major preventable incident that does not involve serious injury, death and/or property damage in excess of \$25,000 Major preventable incident with serious injury, death and/or property damage in excess of \$25,000 Major preventable incident with serious injury, death and/or property damage in excess of \$25,000 Any preventable roll-away incident Failure to properly secure/transport a mobility device Failure to immediately report a citation or incident in a Company vehicle Tampering with, disabling, or otherwise interfering with Drive Cam or other monitoring equipment Two (2) points Three (3) Four (4) points Six (6) points Six (6) points Six (6) points	Failure to do a proper vehicle inspection (DVI)	One (1) point
Backing incident Minor preventable incident Any use of a cell phone or non company-issued electronic device while operating a vehicle points Major preventable incident that does not involve serious injury, death and/or property damage in excess of \$25,000 Major preventable incident with serious injury, death and/or property damage in excess of \$25,000 Major preventable incident with serious injury, death and/or property damage in excess of \$25,000 Six (6) points Any preventable roll-away incident Failure to properly secure/transport a mobility device Failure to immediately report a citation or incident in a Company vehicle Tampering with, disabling, or otherwise interfering with Drive Cam or other monitoring equipment Six (6) points	Improper following distance	Two (2) points
Minor preventable incident Any use of a cell phone or non company-issued electronic device while operating a vehicle points Major preventable incident that does not involve serious injury, death and/or property damage in excess of \$25,000 Major preventable incident with serious injury, death and/or property damage in excess of \$25,000 Major preventable incident with serious injury, death and/or property damage in excess of \$25,000 Six (6) points Any preventable roll-away incident Failure to properly secure/transport a mobility device Failure to immediately report a citation or incident in a Company vehicle Tampering with, disabling, or otherwise interfering with Drive Cam or other monitoring equipment Six (6) points Six (6) points	Conviction of a minor traffic violation	Two (2) points
Any use of a cell phone or non company-issued electronic device while operating a vehicle points Major preventable incident that does not involve serious injury, death and/or property damage in excess of \$25,000 Major preventable incident with serious injury, death and/or property damage in excess of \$25,000 Any preventable roll-away incident Failure to properly secure/transport a mobility device Failure to immediately report a citation or incident in a Company vehicle Tampering with, disabling, or otherwise interfering with Drive Cam or other monitoring equipment Three (3) Three (3) Four (4) points Six (6) points Six (6) points Six (6) points	Backing incident	Two (2) points
device while operating a vehicle points Major preventable incident that does not involve serious injury, death and/or property damage in excess of \$25,000 Major preventable incident with serious injury, death and/or property damage in excess of \$25,000 Any preventable roll-away incident Six (6) points Failure to properly secure/transport a mobility device Failure to immediately report a citation or incident in a Company vehicle Tampering with, disabling, or otherwise interfering with Drive Cam or other monitoring equipment Three (3) Three (3) Three (3) Four (4) points Six (6) points Six (6) points Six (6) points	Minor preventable incident	Two (2) points
injury, death and/or property damage in excess of \$25,000 Major preventable incident with serious injury, death and/or property damage in excess of \$25,000 Any preventable roll-away incident Failure to properly secure/transport a mobility device Failure to immediately report a citation or incident in a Company vehicle Tampering with, disabling, or otherwise interfering with Drive Cam or other monitoring equipment Four (4) points Six (6) points Six (6) points Six (6) points Six (6) points	device while operating a vehicle	Three (3)
and/or property damage in excess of \$25,000 Any preventable roll-away incident Failure to properly secure/transport a mobility device Failure to immediately report a citation or incident in a Company vehicle Tampering with, disabling, or otherwise interfering with Drive Cam or other monitoring equipment Six (6) points	·	Four (4) points
Failure to properly secure/transport a mobility device Failure to immediately report a citation or incident in a Company vehicle Six (6) points Six (6) points Tampering with, disabling, or otherwise interfering with Drive Cam or other monitoring equipment Six (6) points	• •	Six (6) points
Failure to immediately report a citation or incident in a Company vehicle Six (6) points Tampering with, disabling, or otherwise interfering with Drive Cam or other monitoring equipment Six (6) points	Any preventable roll-away incident	Six (6) points
Company vehicle Tampering with, disabling, or otherwise interfering with Drive Cam or other monitoring equipment Six (6) points Six (6) points	Failure to properly secure/transport a mobility device	Six (6) points
Drive Cam or other monitoring equipment Six (6) points	·	Six (6) points
Conviction of a major traffic violation * Six (6) points		Six (6) points
	Conviction of a major traffic violation *	Six (6) points

(*) A major traffic violation is any citation, in either a personal or company vehicle, that involves any item listed on page 39 and/or: (1) Driving while intoxicated or under the influence of alcohol or drugs; (2) Failure to stop and immediately report an incident in which you are involved; (3) Homicide, manslaughter, or assault arising out of the operation of a motor vehicle; (4) Driving while your license is suspended or revoked; (5) Reckless driving; (6) Possession of open container or alcoholic beverages; and/or (7) Speed contests, drag racing, or attempts to flee from an officer of the law, (8) reckless driving, (9) leaving the scene of an accident.

Maximum Allowable Safety Points

For introductory employees: Receipt of 4 or more points during the introductory period will result in termination. In addition, receipt of 2 separate safety point assessments during the introductory period will result in termination, regardless of the employee's total point count.

For non-introductory period employees: In any rolling 18 month period of employment, receipt of six (6) or more points will result in termination. Any infraction which occurred more than eighteen months prior would no longer be included in the safety point count. In addition, receipt of 3 separate safety point assessments in any rolling one year period will result in termination, regardless of the employee's total point count.

Safety Point Hearing

If an employee feels that he/she has been issued safety points improperly, a point count hearing may be requested. Point count hearing requests must be made within five (5) business days of the point assessment to your supervisor. The supervisor will contact the Area Safety Director to conduct the hearing within ten (10) business days.

The hearing panel will consist of three of the following people: Vice President of Safety, Area Safety Director, General Manager, Assistant General Manager and/or Safety and Training Manager. The hearing will be chaired by the Vice President of Safety or the Area Safety Manager. Decisions by the panel must be signed-off and approved by the Regional Vice President and the Senior Vice President of Safety to be binding.

Retraining

MV reserves the right to require an employee attend retraining in addition to any discipline imposed. Failure to attend mandated re-training courses may result in disciplinary action up to and including termination.

All customer service related incidents which do not result in termination are subject to retraining from the MV customer service program (Ergometrics START program) or other approved Customer Service Training Module using the applicable section of the training that will apply to the incident. This must be accomplished within one week of the incident date.

All vehicle-related incidents which do not result in termination are subject to retraining using the approved Defensive Driving Training Programs. This must be accomplished within one week of the incident date.

Retraining may also be required based on an unacceptable onboard or field inspection.

MVR Records

All employees in safety sensitive positions who will operate a revenue vehicle (either on a regular or occasional basis) must provide a copy of their Motor Vehicle Record (MVR). MVR's may be checked during employment. Such employees must report to their supervisor a citation received in either a company or personal vehicle within 24 hours. Failure to report a citation will result in immediate termination.

MV retains the right to access your MVR during employment. If an operations employee in a position requiring a driver's license has his/her license suspended, restricted or revoked, as a result of a vehicle citation, his/her employment may be terminated at the sole discretion of the company.

Statements at the Scene of an Incident

Under no circumstances is a MV Operator to discuss the circumstances of a vehicular incident occurring while in the course of his/her duties for MV or make any statement about the incident with anyone other than with police, MV division/safety personnel, MV Risk Management personnel, and/or MV Third Party Claims Administrator personnel. Drivers are to give their names, addresses, telephone numbers, vehicle insurance, and driver's license information. Any further information can be obtained by contacting the General Manager or the Area Safety Director.

Leaving the Scene of an Incident or Injury

Under no circumstances is a MV Operator to leave the scene of an incident without first doing each of the following:

- 1. Immediately reporting the incident to the division.
- 2. Providing any and all claimants or other parties in the incident the personal and Company information required by law and needed to make a claim.
- 3. Obtaining all information regarding other vehicles and parties involved.
- 4. Obtaining authorization from the dispatcher to leave the incident scene.
- 5. Taking pictures of the vehicles involved and the incident scene as well as sketching out the scene of the incident on the incident diagram form.

Safety Inspections

All employees are subject to inspections to ensure safe, quality service for our passengers. Inspections will be done at random as well as scheduled times. Types of inspections include field inspections, on-board evaluations, vehicle inspection audits and facility inspections.

Wheelchair Lift Deployment

Under no circumstances is a MV employee to leave a wheelchair lift partially or completely in the down position outside of the vehicle while not physically there and able to alert any pedestrians to the potential danger. Under no circumstances is the vehicle to be driven unless the wheelchair lift is safely and properly stowed in its secure folded position.

Safety Meetings

Safety meetings are a critical component of our safety program and assist MV in managing contractual and refresher training requirements. All operations employees are required to attend a minimum of one safety meeting per month.

Return of Property

Employees must return all Company property at the time of termination, resignation or layoff, or immediately upon request. Where permitted by law, the Company may withhold from the employee's check or final paycheck the cost of any items that are not returned. The Company may also take all action deemed appropriate to recover or protect its property.

Use of Personal Cell Phones and other Electronic Devices

The use of cell phones for personal calls during your working hours is discouraged and should be limited to break or meal periods. Where a client contract prohibits drivers from carrying personal cell phones, the use of personal cells phones is prohibited. Any use of a personal cell phone or any non company-issued electronic device, whether hands-free or not, during the operation of a company vehicle is prohibited.

Preparedness for Work and Alertness Management

It is the Operator's responsibility to report for duty well rested, with proper equipment and uniform and in sufficient time as may be required and prescribed to perform his/her duties.

Professional operators must get adequate rest – ideally a minimum of eight hours – before coming to work. Every operator is responsible for coming to work well rested, as there is a significant risk of fatigue-related incidents. If an operator is not properly rested or is fatigued, they must report their condition to a supervisor or manager immediately.

MV Drug and Alcohol Section

In accordance with the U.S. Department of Transportation and the Federal Transit Administration Regulations (CFR Part 40 and 655)

Effective as of October 1, 2010

MV TRANSPORTATION, INC. SUBSTANCE ABUSE POLICY

1.0 Policy

MV Transportation, Inc. and its Subsidiaries (MV Transportation) is dedicated to providing safe, dependable, and economical service to its clients. MV Transportation's employees are our most valuable resource. It is our policy (1) to take appropriate action to assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) to foster and maintain a drug and alcohol - free environment for all employees and patrons; (3) to prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) to encourage employees to voluntarily seek professional assistance whenever personal problems, including alcohol or drug use, may adversely affect their ability to perform their assigned duties.

To achieve the goal of a substance-free workplace, this policy incorporates three integrated components:

Prevention through education and training:

Education and training will communicate and clarify this policy to all employees, assist employees in recognizing substance abuse problems and in finding solutions to those problems.

Detection, deterrence and enforcement:

Federal regulations require that effective January 1, 1995, all safety sensitive employees will be subject to reasonable suspicion, post accident, random, return to duty and follow up drug and alcohol testing. Applicants for safety sensitive positions will not be eligible for those positions unless they pass a pre-employment drug test. As a "zero tolerance" employer, any positive drug or alcohol or refusal to tests will result in a termination of employment.

Treatment and opportunities for rehabilitation:

Alcohol and drug abuse are recognized as diseases that can be treated. MV Transportation promotes a voluntary rehabilitation program to encourage employees to seek professional assistance prior to testing positive for drugs or alcohol, without fear of discipline.

Approved:
COO
MV Transportation, Inc. and its Subsidiaries

DATE February 1, 2011

2.0 Purpose

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the use of alcohol and Prohibited Drugs (as defined below). This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transit industry.

The Federal Transit Administration (FTA) and the Federal Motor Carrier Safety Administration (FMCSA) of the U.S. Department of Transportation 49 CFR (Code of Federal Regulations) Part 655, and 382 mandate urine drug testing and breath alcohol testing for employees performing safety-sensitive functions. This regulation also prevents performance of safety-sensitive functions when there is a positive test result or a test refusal. The U.S. Department of Transportation (DOT) has also adopted the revised version of 49 CFR Part 40 as amended, which outlines procedures for transportation workplace drug and alcohol testing programs. This Policy incorporates these federal requirements for employees performing safety-sensitive functions, as well as other provisions.

In addition, DOT has published 49 CFR Part 29, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. California passed a similar version of the federal law, the Drug-Free Workplace Act of 1990 (Gov't Code § 8350 et seq). This policy reiterates the requirements of the federal regulations; these requirements will be in *Italics*. Portions of this policy marked in **bold** are not necessarily FTA-mandated, but reflect MV Transportation employment policy (this does not include policy headings).

If any provision of an existing MVT policy, rule or resolution is inconsistent or in conflict with any provision of this policy or the DOT/FTA rules, this policy and the DOT/ FTA rules shall take precedence; if any provision of this policy is inconsistent or in conflict with the DOT/ FTA rules the DOT/ FTA rules shall take precedence.

Applicability

3.1 Safety-Sensitive Employees

This policy applies to all safety-sensitive MV Transportation employees, including paid part time employees who perform or could be called upon to perform any transit related safety-sensitive function, this includes off-site lunch periods or breaks when an employee is scheduled to return to work.

A safety-sensitive function is any of the following duties:

1) All employees with a commercial driver's license that will operate a revenue service, or non-revenue service vehicle; (Operation includes

the operation of the LIFTS or anyone who assists the passengers to ensure they are secured in the vehicles)

- 2) All drivers who operate revenue service vehicles, including when not in revenue service and regardless of the class of license that they hold.
- 3) All dispatch personnel and supervisors who control the movement of any revenue service vehicle; (This includes all management personnel if they perform any safety-sensitive functions at any time even on an emergency basis)
- 4) All Maintenance personnel, who perform various repairs to revenue vehicles (including repairs, overhaul and rebuilding) and employees who operate equipment used in revenue service.
- 5) Carrying a firearm for security purposes. (not applicable to MVT.)
- 6) Volunteers are considered a covered employee if; 1) they are required to hold a commercial driver's license to operate the vehicle; or 2) if the volunteer receives re-numeration in excess of their actual expenses incurred while engaged in the volunteer activity. (For a description of job categories See Exhibit B)

3.2 Contractors

Contractors who perform any of the safety-sensitive functions described in this policy for MVT will also be subject to the same requirements as safetysensitive MVT employees.

3.3 Non Safety Sensitive Positions

All MVT employees are subject to the provisions of the Drug-Free Workplace Act of 1998. Visitors, vendors and contracted employees on MVT premises will not be permitted to conduct transit business if found to be in violation of this policy.

4.0 Opportunities for Rehabilitation (MVT Policy)

To promote a drug and alcohol free workplace, this policy includes a rehabilitation program that allows employees to voluntary come forward to request rehabilitation.

4.1 Voluntary Rehabilitation (MVT Policy)

Any employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable cause, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the General Manager or the Human Resource Department, who will refer the individual to the company's Substance Abuse Professional (SAP) for an evaluation and treatment. Voluntary self-referral commits the employee to a therapeutic process. Confidentiality of the employee will be protected. The SAP will evaluate

the employee and make a specific recommendation regarding the appropriate treatment. When an employee voluntarily refers her or himself for treatment, the employee may be eligible for sick leave and disability benefits. Employees will be allowed to take accumulated vacation time or may be eligible for unpaid time off to participate in any prescribed rehabilitation program. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

4.2 While Undergoing Treatment (MV Policy)

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program is completed. The employee will be placed on an unpaid leave of absence for a maximum of 30/60 days to allow time for completion of the treatment/rehabilitation program. Proof of completion must be provided in writing. The employee will be required to pass a drug and alcohol test before he/she can perform a safety-sensitive function.

* MV shall make every effort to place the employee back in his/her position upon returning to work. However, an employee's commitment to an SAP does not guarantee that the employee's job will be available upon return.

4.3 Cost of Rehabilitation (MV Policy)

All associated costs for treatment are the sole responsibility of the employee.

4.4 Returning to Work after Treatment (MV Policy)

All employees who successfully complete prescribed treatment and are allowed to return back to work will be subject to unannounced follow-up testing as prescribed by the SAP.

Prohibited Substances

"Prohibited substances" addressed by this policy include the following:

5.1 Prohibited Drugs

FTA regulations specifically prohibit the use of the following illegal, prohibited substances and require testing for their presence under certain circumstances: Marijuana, Amphetamines, Opiates, Phencyclidine (PCP) and Cocaine ("Prohibited Drugs") - Safety-sensitive employees may be tested for prohibited drugs at any time while on duty or **on MVT property.**

5.2 Alcohol

The consumption of beverages containing alcohol, or substances including any medication such that alcohol is present in the body while performing safety sensitive duties or transit business, are prohibited. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol. (The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing devise.)

5.3 Legal Drugs (MVT Policy)

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected MUST be reported to supervisory personnel. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

Any time an employee comes forward about a medication that he/she is taking the information must be forwarded to the Director of the Compliance Department for clarification and review. The Compliance department will then notify the Medical Review Officer (MRO) to determine if the medication is appropriate to take while performing a safety-sensitive function.

A legally prescribed drug means that the employee has a prescription or other written approval (in his/her name) from a physician for the use of a drug in the course of medical treatment. The misuse of legal drugs while performing a safety-sensitive function is prohibited at all times.

If the MRO determines that the medication being taken is not appropriate to take while performing a safety-sensitive function the employee will remain off duty until the issue is cleared by the MRO.

In order to continue performing a safety-sensitive function the employee taking the medication will be required to provide the following:

A written letter from the prescribing physician stating the patient's name, the name of the substance, the period of authorization and a statement that the medication will not adversely affect the employee's performance to drive or perform his/her safety sensitive function and that the employee may continue to perform his/her safety-sensitive function while taking such medication. The letter must be signed and dated by the physician and the letter will be provided to the MRO for final approval.

6.0 Prohibited Conduct. Manufacture, Trafficking, Possession, and Use of Controlled Substances

The manufacture, distribution, dispensing, possession, or use of controlled substances in the workplace is prohibited. A "controlled substance" is any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812), and as further defined by 21 CFR 1300.11-1300.15. Any employee engaging in the manufacture, distribution, dispensing, possession or use of a controlled substance on MVT premises will be subject to disciplinary action, up to and including termination and/or will be required to complete a drug abuse assistance or rehabilitation program. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

6.1 Requirement to Submit to Drug and Alcohol Testing

MVT shall require every covered employee who performs a safety-sensitive function as described in the FTA regulations Part 655 and the FMCSA regulations Part 382 to submit to a pre-employment, post-accident, random, and reasonable suspicion drug and alcohol test as described in this policy. MVT shall not permit any employee who refuses to submit to such tests to perform or continue to perform any safety-sensitive functions.

6.2 Alcohol Use/Hours of Compliance

No safety-sensitive employee should report for duty or remain on duty when his or her ability to perform assigned functions is adversely affected by alcohol or when his or her blood alcohol concentration is 0.02 or greater. No employee shall use alcohol while on duty or while performing safety-sensitive functions. No employee shall have used alcohol within four hours of reporting for duty. After an accident employees shall refrain from alcohol use for eight (8) hours or until an alcohol test has been administered.

No safety-sensitive employee shall use alcohol during the hours that they are on call. On call employees have the opportunity to acknowledge the use of alcohol at the time he/she is called to report to duty and the inability to perform his/her safety sensitive function.

6.3 Compliance with Testing Requirements

Any safety-sensitive employee who refuses to comply with a request for testing, who fails to remain readily available for post-accident testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be removed from duty immediately. Refusal can include an inability to provide a specimen or breath alcohol sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

6.4 Refusal to Submit to a DOT Alcohol or Controlled Substance Test

As an employee, you have refused to take a drug or alcohol test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
- (2) Fail to remain at the testing site until the testing process is complete; provided, that an employee who leaves the testing site before the testing process commences (for a pre-employment test this is <u>not</u> deemed to have refused to test; *unless the cup was handed to the donor*)
- (3) Fail to provide a urine specimen for any drug test or fails to provide an adequate amount of saliva or breath for any alcohol test required by this part or DOT agency regulations; provided, that an employee who does not provide a urine specimen/breath alcohol test because he or she has left the testing site before the testing process commences (for a pre-employment test is not deemed to have refused to test; unless the cup was handed to the donor)
- (4) In the case of a directly observed or monitored urine drug collection, fail to permit the observation or monitoring of your provision of a specimen
- (5) Fail to provide a sufficient amount of urine or breath specimen when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure. It is MVT's policy that any employee that does not provide a valid specimen during a collection for a test will remain off duty until the employee is cleared from the MRO that the employee had a valid medical reason.
- (6) Fail or decline to take a second test the employer or collector has directed you to take;
- (7) Fails to sign the certification at step 2 of the breath alcohol testing form (ATF).
- (8) Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment; or
- (9) Fail to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector or behave in a confrontational way that disrupts the collection process).
- (10) If the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
- (11) Employee admits to the collector or MRO that he or she adulterated or substituted their specimen.

- (12) Employee fails to follow the observer's instructions to raise and lower their clothing and to turn around to permit the observer to determine if the employee has a prosthetic or other device that could be used to interfere with the collection process
- (13) Employee possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
- (14) Employee refuses to wash his or her hands after being directed to do so.

As an employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing any safety-sensitive functions.

6.5 Compliance with Treatment Requirements

All employees are encouraged to make use of the available resources for treatment for alcohol and substance abuse problems.

6.6 Notify MVT of Criminal Drug Conviction

Every employee must notify MVT of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to do so shall subject said employee to disciplinary action up to and including termination, or satisfactory participation in a rehabilitation program, at the employee's expense.

6.7 Improper Application of the Policy

MVT is dedicated to assuring fair and equitable application of this "Zero Tolerance" substance abuse policy. Therefore, supervisors and managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor and manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

7.0 Testing for Prohibited Substances

7.1 General

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS). Testing for prohibited drugs and alcohol on safety-sensitive employees shall be conducted in accordance with the procedures set forth in 49 CFR Part 40 as amended. See attached Testing Procedures for detailed procedures on all required types of drug and alcohol testing.

Medical Review Officer (MRO)- All drug testing results shall be interpreted and evaluated by an MRO who meets all applicable requirements of Part 40, who shall be responsible for receiving laboratory results generated by an employer's drug testing program and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result. The MRO shall comply with the drug testing procedures set forth in 49 CFR Part 40. The MRO will not review alcohol test results. When a confirmed positive test is reported from the testing laboratory, it is the responsibility of the MRO to: (a) review the individual's medical history, including any medical records and biomedical information provided: (b) contact the employee and afford the employee the opportunity to discuss the test results with him/her; (c) determine whether there is a legitimate medical explanation for the result, including legally prescribed medication. The MRO shall not convey test results to MVT until the MRO has made a definite decision that the test result was positive or negative, or refusal to test. If the employee provides an adequate explanation, the MRO verifies the test as negative and no further action is taken. When the MRO reports the results of the verified positive test to MVT, the MRO will disclose the drug(s) for which there was a positive test. If the MRO declares a drug test to be invalid for any reason, the test is considered canceled, and neither positive nor negative. However, a re-collection under direct observation may be ordered by the MRO.

The Medical Review Officer conducting MRO services for MVT is in Overland Park, Kansas.

7.2 Testing for Prohibited Drugs

MVT shall collect or have collected urine samples from safety-sensitive employees to test for Prohibited Drugs. An assigned Collection Site will split each urine sample collected into a primary and a split sample. (see testing procedures) The urine samples will be sent under seal, with required chain of custody forms, to a laboratory certified by the DHHS. Currently MV Transportation is under contract with Clinical Reference Laboratory (CRL) in Lenexa, Kansas for its initial testing and confirmation testing. An initial drug screen will be conducted on each primary specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GS/MS) test will be performed. The test will be considered positive if the amounts present are at or above the minimum thresholds established in 49 CFR Part 40 as amended, as set forth in the attached Exhibit A (Threshold levels of testing).

<u>Split Specimen Testing-</u> If the test result of the primary specimen is positive or a refusal to test due to adulteration or substitution, the employee may request the MRO to direct his/her split specimen be tested in a different DHHS-certified laboratory. The MRO shall honor such a request if it is made within 72 hours of the employee having been notified of a verified positive or refusal to test result. This does

not delay MVT from taking any action consistent with this policy for positive tests and the employee will be removed immediately from any safety-sensitive functions regardless if he/she is having his/her split specimen tested by a different laboratory. However, if the split specimen (bottle B) produces a negative result, or for any reason the second portion is not available, the test is considered cancelled and no sanctions are imposed. However, a re-collection under direct observation shall be ordered by the MRO.

If an employee requests a split sample to be tested and the split specimen test is confirmed positive by the second laboratory the employee will be responsible for all payments associated with the test of the split specimen. The cost for the split specimen will not be required up front or at the time the employee makes the request with the MRO but only after the split test comes back from the second lab and the split is also confirmed positive.

<u>Cancelled Test -</u> A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which this part otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

7.3 Alcohol Testing

Tests for alcohol concentration on safety-sensitive employees will be conducted with a National Highway Traffic Safety Administration (NHTSA) - approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). In order to maintain quality assurance, EBT's must be externally calibrated in accordance with the plan developed by the manufacturer of the device. If the initial test on an employee indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. For summary of applicable alcohol threshold levels, see Exhibit A.

8.0 Types of Testing

49 CFR Part 655 and 382 requires the following types of testing for Prohibited Substances for safety-sensitive employees: Pre-employment or transfer, reasonable suspicion, post-accident, random.

8.1 Pre-employment, Transfer Testing or Return to Work Testing

All applicants for safety sensitive positions shall undergo urine drug testing prior to employment. Receipt by MVT of a verified negative test result from the MRO is required prior to performing ANY safety sensitive functions for the first time. If an applicant or employee's drug test is cancelled or negative-dilute the employee or applicant shall be required to immediately take another pre-employment drug test.

Existing employees who are being considered for transfer to a safety-sensitive position from a NON-safety-sensitive position will be required to

undergo a DOT pre-employment drug test. Any existing safety-sensitive employee who is simply transferring to a different division for another safety-sensitive position is <u>NOT required</u> to undergo another DOT pre-employment drug test.

8.1.1 Non-Safety-Sensitive Positions

All applicants applying for any non safety-sensitive positions will have to take and pass a pre-employment NON-DOT urine drug test prior to being hired.

8.1.2 Return to Work after 30 Days (DOT-FMCSA Policy)

MVT has some contracts that are subject to the Federal Motor Carrier Safety Regulations and NOT (FTA) regulations. Therefore, if the employee has a commercial license and has been out for 30 days or more <u>AND</u> the employee has been out of the random testing pool the covered employee will be required to take a DOT pre-employment drug test before he/she can return to his/her safety-sensitive position.

8.1.3 Return to Work after 90 Days (DOT-FTA Policy)

If a covered employee has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, <u>AND</u> the employee has not been in the random pool during that time, the employee must take and pass a DOT Pre-Employment drug (NOT a return-to-duty) test before he/she can perform a safety-sensitive function

8.1.4 Return to Work after 30 Days (MVT Policy)

It is MVT's policy that any time a Non-DOT safety-sensitive employee has not performed a MVT non-DOT safety sensitive function for 30 or more consecutive days (regardless of reason) the employee will be required to take a NON-DOT Pre-Employment drug test (as permitted or required by applicable state or federal law) before he/she can return to his/her safety-sensitive position. **Please contact Director of Drug & Alcohol Compliance for confirmation of what mode of transportation your division falls under**

8.1.5 Previous Employer Request Requirement

As an employer we are required to verify previous violations of DOT drug and alcohol regulations within the last two years of employment with a DOT regulated agency or employer.

An employer must obtain and review the information listed below from any DOT-regulated employer the employee performed safety-sensitive functions for in the previous two years. The information must be obtained and reviewed prior to the first time an employee performs safety-sensitive functions. If not feasible, the information should be obtained no later than thirty (30) days after the first time an employee performs safety-sensitive functions. The information obtained must include:

- 1. Information of the employee's alcohol test in which a breath alcohol concentration of 0.04 or greater was indicated.
- 2. Information of the employee's controlled substance test in which a positive result was indicated.
- 3. Any refusal to submit to a required alcohol or controlled substance test. (including verified adulterated or substituted drug test results)
- 4. Other violations of DOT agency drug and alcohol testing regulations

As the applicant or employee if you have violated any of the DOT drug and alcohol regulations, you must also obtain documentation of your successful completion of the DOT return-to-duty requirements (including proof of follow-up tests administered).

Furthermore, all applicants will be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee applied for, but did not obtain safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past two years.

8.1.6 Pre-employment Breath Alcohol Testing

MV Transportation contracts with many cities and states and several of our contracts require MV Transportation to conduct breath alcohol testing in addition to the required drug test. Divisions that are subject to this requirement will have to take a pre-employment breath alcohol test. Breath alcohol testing will be in accordance with DOT Part 40 and §655.42.

8.2 Reasonable Suspicion Testing

All safety-sensitive employees shall be subject to reasonable suspicion testing, to include appropriate urine and/or breath testing when there is reasonable suspicion to believe that a covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the covered employee. Reasonable suspicion tests for the presence of alcohol shall be authorized by observations made just prior, during or immediately after the performance of a safety-sensitive function. If an alcohol test is not administered within two hours following the determination to test the employee, the employer shall prepare and maintain

on file a record stating the reasons the alcohol test was not promptly administered. If the alcohol test is not administered within eight hours following the determination, MVT shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test.

Reasonable suspicion determination will be made by a supervisor, or other company official who has had the required Reasonable Suspicion training to detect and document the signs and symptoms of drug use and alcohol use and who reasonably concludes that an employee may be under the influence of a prohibited substance. Any employee who is required to take a Reasonable Suspicion test will remain off duty until a negative alcohol and drug test is received.

8.3 Post-Accident Testing

Fatal Accidents

As soon as practicable following an accident involving the loss of human life, MV Transportation will conduct drug and alcohol tests on each surviving covered employee operating the mass transit vehicle at the time of the accident. Post accident drug and alcohol testing of the operator is not required under this section if the covered employee is tested under the fatal accident testing requirements of the Federal Motor Carrier Safety Administration rule 49 CFR 382.303 (a)(1) or (b)(1). MV Transportation shall also test any other covered employee whose performance could have contributed to the accident as determined by investigating staff using the best information available at the time of the decision.

Non-Fatal Injury Accidents

As soon as practicable following an accident <u>not</u> involving the loss of human life in which a mass transit vehicle is involved, MV Transportation will drug and alcohol test each covered employee operating the mass transit vehicle at the time of the accident unless investigating staff determine, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident.

MV Transportation shall also test any other covered employee whose performance could have contributed to the accident as determined by investigating staff using the best information available at the time of the decision. (For exact testing criteria -See Post Accident Testing Procedures)

MV Policy: When to conduct a NON-DOT Post accident/incident test

If the accident does not meet the FTA/FMCSA testing criteria, MVT will reserve the right to test any safety sensitive employee after any accident/incident regardless of the severity of the

accident/incident. Additionally, MVT will test any other safety-sensitive employee whose performance MVT determines could have contributed to the accident.

Any tests done under these circumstances must be explained to the employee that the drug and alcohol tests will be done under M.V. Transportation authority, and should be done on NON-DOT drug and alcohol chain of custody forms.

Any employee who takes a post accident test will remain off duty until a negative alcohol and a negative drug test is received from the MRO.

8.4 Random Testing

Employees performing safety-sensitive functions will be subject to unannounced, random drug and alcohol testing in accordance with FTA regulations. The random drug and alcohol testing rates will be, at a minimum, based on the current FTA and FMCSA requirements at all times. Each such employee shall have an equal chance at selection and shall remain in the pool even after being tested. The basis for random selection shall be by a scientifically valid random number generation method initiated by computer. The dates for administering unannounced testing of randomly-selected covered employees shall be spread reasonably throughout the calendar year. month, week, and all hours that safety-sensitive functions are performed. This ensures that employees would have a reasonable expectation that they might be called for a test on any day they are at work. A covered employee shall only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

9.1 Positive Alcohol Test

- (a) A safety-sensitive employee who has a confirmed alcohol concentration of 0.02 or greater but less than 0.04 will be removed from his or her duties for eight hours unless a confirmation test results in a concentration measure of less than 0.02. (For a test result which is less than 0.04 no other action will be taken except that which is described in this paragraph.)
- (b) An alcohol concentration of 0.04 or greater or a test refusal will be considered a positive alcohol test. The employee will be immediately removed from duty and referred to a Substance Abuse Professional (SAP) and terminated from employment.

9.2 Positive Drug Test

The consequences of a positive drug test or a test refusal are as follows: the employee will immediately be removed from safety sensitive duties, referred to a SAP and terminated from employment.

10.0 MRO Report of a Negative Dilute Specimen

If the MRO informs MVT that a negative drug test was dilute, the employee will be directed to take another test immediately. In some cases the MRO may require the retest to be performed under "Direct Observation." Each employee directed to take another test, will be given the minimum possible advance notice that he or she must go to the collection site to take another test.

Any employee that is directed to take another test, the result of the second test – not that of the original test – becomes the test of record which MVT will rely on for purposes of this policy. Any employee who takes another test and the second test is also negative and dilute will not be required to take a third test because the second test was also dilute. Any employee who is directed to take another test and the employee declines to do so, shall be considered that the employee has refused the test for purposes of this policy and DOT agency regulations.

<u>Dilute Specimen-</u> A specimen with creatinine and specific gravity values that are lower than expected for human urine.

11.0 Substance Abuse Professional (SAP)

A SAP must meet all of the credential, basic knowledge, qualification training, continuing education, and documentation requirements of 49 CFR Part 40, Subpart O, §40.281 (a-e). The SAP will evaluate the employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or alcohol misuse. The SAP will also determine whether or not an employee has successfully completed a program of rehabilitation. MV Transportation has contracted with:

National Counseling Resource 11622, Fair Oaks Blvd, Suite 103, CA 95628 <u>Duncan McPherso</u>n, NCAC II, SAP

This firm is a national company that contains a large network of qualified SAPs throughout the United States. Employees simply call the toll-free number and provide the SAP their city and zip code and the SAP will find them one or more qualified SAPs closest to their area.

12.0 Training and Education

All employees shall participate in a minimum one-hour training session designed to meet FTA requirements by learning about the effects and consequences of drug use on personal health, safety and the work environment. For those supervisors participating in reasonable suspicion determination testing, there will be at least two hours of training to explain the criteria for reasonable cause testing, including at least an hour on the physical, behavioral and performance

indicators of probable drug use and another hour on the physical, behavioral, speech and performance indicators of probable alcohol misuse. Initial training sessions will be re-enforced with educational materials and meetings. Further, employees shall be provided with a community hot-line telephone number.

13.0 Employee Assistance Community Service Hot-Line

The Center for Substance Abuse Treatment maintains a toll-free Referral Helpline for locating substance abuse treatment in your area:

National Clearinghouse on Family Support and Children's Mental Health

National Foundation for Depressive Illness

SAMHSA's Center for Substance Abuse Treatment (TDD), Spanish)

14.0 Records, Confidentiality

A safety-sensitive employee is entitled, upon written request, to review and obtain copies of any records relating to the employee's drug and alcohol testing. MVT must maintain records of its substance abuse program in a secure location with controlled access.

15.0 System Contact

Any questions regarding this policy or any other aspect of MVT's Substance Abuse Management Program should be directed to the office of the following:

Name: Director of Drug & Alcohol Compliance Address: 4620 Westamerica Dr., Fairfield, Ca 94534

Phone Number:

16.0 Local Authority

Local Division Managers are authorized to receive test information from the MRO as well as confirmation test results from the Certified B.A.T.

17.0 Revisions to the Policy and Program

This policy and program are subject to revision in accordance with the Department of Transportation regulations as amended.

18.0 Zero Tolerance Policy

MVT's "Zero" Tolerance Policy means that any employee or applicant that tests positive for any drug or alcohol test (in accordance with the thresholds of DOT Part 40) will be immediately terminated and/or not hired so there is no follow up required by MVT with the SAP. Any applicant or employee who tests positive for drugs alcohol or refuses to test will not be hired and/or terminated and the applicant and/or employee can never reapply for a position with MV Transportation indefinitely.

EXHIBIT A

Pursuant to the Federal Department of Transportation regulations, the following are the drugs to be tested for, and the threshold levels of each test which MV Transportation is required to accept:

Drug or Metabolite	Urine Initial Test Cutoff (ng/mL)*	Confirmatory (GC/MS) Test Cutoff (ng/mL)*
1. Marijuana	50	15
 Cocaine Opiates (morphine, codeine) 	150	100
Heroin	2,000 10	2,000 10
Amphetamine (includes methamphetamine and MDMA-Ecstasy, MDA, MDEA)	500	250
5. Phencyclidine (PCP)	25	25

nanograms per milliliter

<u>ALCOHOL</u>

(Includes ethanol, methanol, isopropanol)

Breath Alcohol Concentration

(expressed in terms of grams of alcohol per 210 liters of breath)

<u>Initial Screen</u>	<u>Confirmatory</u>
	(given if 0.02 or greater on initial
	screen)
Under 0.02	0.02 to less than .04 employee may
	not perform safety-sensitive function

EXHIBIT B

The following is a list of Safety-Sensitive Job Functions at MV Transportation:

21	VP Fleet Maintenance	335	Dispatch Supervisor	420	BTW Trainer	562	Mechanic B (specify Union Class)
	TT Floor Markettaneo	1 300	Biopaten Capervicei	1720	DIW ((dillo)	1002	Mechanic C (specify Union
45	Director of Operations	336	Drive Cam Supervisor	425	BTW Instructor	563	Class)
49	Maintenance Training Manager	340	Lead Dispatcher	450	Classroom Instructor	564	Technician A Mechanic
50	Regional Maintenance Manager	345	Dispatcher	451	Classroom Trainer	565	B Mechanic
57	Special Projects Manager	346	Window Dispatcher	470	Parts Manager	566	Technician C Mechanic
62	Manager in Training	349	Scheduling Manager	471	Assistant Parts Manager	567	Technician Apprentice
172	Operations Admin Asst	350	Scheduler	475	Parts Clerk	568	Technician
300	General Manager	352	Scheduling Coordinator	500	Maintenance Manager	569	Mechanic Helper
301	General Manager 1	353	VA Coordinator	510	Assistant Maintenance Manager	570	Cleaners
302	General Manager 2	354	Operations Supervisor	512	Maintenance Technician	575	Service Worker
303	General Manager 3	355	Road Supervisor	514	Bus Stop Maintenance	580	Utility Crew
304	General Manager 4	359	Lead Supervisor	515	Maintenance Clerk	590	Bus Aide
310	Division Manager	371	Admin Ferry	516	Maintenance Supervisor	600	Driver Trainer
315	Assistant Division Manager	399	Call Center Manager	517	Service Employee	610	Driver
320	Operations Manager	400	Safety and Training Manager	518	Advanced Service Employee		
321	Shift Supervisor	405	Training Manager	519	Entry Level Mechanic		
322	Assistant Operations Manager	406	Training Supervisor	520	Shop Foreman		
323	Operations supervisor	410	Safety Trainer	530	Lead Mechanic		
330	Dispatch Manager	415	Assistant Safety Manager	550	Mechanic		

Any MVT employee who has a non-safety-sensitive position, but who may perform a safety sensitive function at any time while they are working must be subject to the DOT regulations including random testing and will be included in the DOT random testing pool.

561

416 Safety Manager

332

Reservations Manager

Mechanic A (specify Union

Testing Procedures

Note: Testing and collection procedures will be conducted as set forth by 49 CFR Parts 40 (as amended) & 655 & 382. The information on the following pages is meant for general information only for MV Transportation employees. Any questions regarding reference to the regulations should be directed to the policy section of this handbook. A copy of 49 CFR Part 40 is available for review to each employee upon request to their local manager.

This is a "Zero Tolerance" policy and any reference to return to work after a positive test result does not apply to employees affected by this policy. The FTA does not mandate "Second Chance".

Pre-Employment Testing

- The FTA regulations require that all applicants for employment in safetysensitive positions or individuals being transferred to safety-sensitive positions from NON- safety-sensitive positions <u>must</u> be given a preemployment drug test.
- 2. Applicants may not be assigned to safety-sensitive functions unless they pass the drug test.
- 3. Applicants must be informed in writing of the testing requirements prior to conducting the test. MVT will require applicant to sign a form acknowledging that they know that their urine will be tested for Cocaine, PCP, Amphetamines, Marijuana, and Opiates.
- 4. Appropriate personnel at each location will schedule appointments for collection. The employee must be made aware that their placement into a safety sensitive position is contingent upon a negative test result.
- 5. It is the responsibility of the applicant to report to the collection site at the time and day scheduled.
- 6. Positive test results must be reviewed by the MRO.
- 7. Applicants are notified by the MRO and are given an opportunity to discuss the results.
- 8. Applicants who test positive will not be hired into a safety-sensitive position.
- 9. An applicant whose pre-employment test results are negative will continue through the safety-sensitive hiring process.
- 10. Applicants will be asked whether he or she has tested positive, or refused to test on a pre-employment drug or alcohol test while trying to obtain safety sensitive transportation work from an employer covered by DOT agency during the past two years. If applicant admits that he or she had a positive test or a refusal to test, MV will not allow the applicant to perform

safety sensitive duties unless and until applicant provides documents showing the successful completion and release from a SAP.

Random Testing Procedures

The FTA regulations require random testing for prohibited drugs and alcohol for all safety-sensitive employees. Random testing identifies those who are using drugs or misusing alcohol but are able to use the predictability of other testing methods to escape detection. More importantly, it is widely believed that random testing serves as a strong deterrent against employees beginning or continuing prohibited drug use and misuse of alcohol at MVT. MV Transportation has developed procedures for notification and collection to best implement the requirements of the federal rules.

These procedures answer common questions regarding random testing: Who is tested? Why are only some individuals tested? When and how do the tests occur?

- Random drug and alcohol testing applies only to safety-sensitive employees. Identification numbers for all safety-sensitive employees will be included in a selection pool.
- 2. Random drug and alcohol testing is accomplished by a scientifically valid, tamper-proof, computer-generated selection process. A random list for testing of employee numbers will be generated every month.
- 3. Employees are chosen in an unannounced, unpredictable manner. No employee will be removed from the random pool's following selection, and every employee will continue to be subject to random selection throughout the year. Every employee in the random pool has an equal chance of being selected every time. Employees are only removed from the random pool when they are in rehabilitation programs, terminated or permanently transferred to a non safety-sensitive position, or expected to be out for at least 90 days or more.
- 4. Random testing will be conducted on all shifts, all times of day, and all days of the week throughout the calendar year. No shift is exempt from testing.
- 5. Random drug testing may be conducted concurrently with random alcohol testing or at any time during an employee's shift. Random alcohol testing will be conducted just before the employee is scheduled to perform a safety-sensitive function, while the employee is performing safety-sensitive duties or just after the employee performs a safety-sensitive function. The employee must proceed to the test site immediately after being notified that he or she has been selected for testing in the allotted time given.
- 6. For both Maintenance and Operations (Drivers) the Divisional Manager in each location will be notified which employees have been selected for testing. Once an employee is notified of his/her selection. He/she must report immediately for the test. Failure to report after notification

- constitutes a refusal to test. (see procedures for random test notification)
- 7. Employees will be notified where to report for collection, when to stop work and report to the collection site and who will relieve them, if necessary.
- 8. The employee must submit to a drug and/or alcohol test, and sign all necessary forms. Failure to cooperate with the collection procedure in any way constitutes a refusal to test which has the same consequences as a positive test result.
- **9.** The employee is in a paid status throughout the random testing procedure. Employees will be removed from duty if the results are positive and employee will be terminated.
- 10. If both alcohol and drug tests are being given, the breath alcohol test will be performed first. Immediately thereafter, the urine sample will be collected for the drug test.
- 11. If there is a confirmed breath alcohol test of between .02% and .039%, the employee will be relieved from duty immediately for a minimum of eight (8) hours.
- 12. If there is a confirmed positive breath alcohol test (.04% or above), the employee will be given the name of a Substance Abuse Professional (SAP) and terminated.

Procedures for Random Test Notification

- 1. The Human Resource Department triggers the selection list of the month's safety-sensitive employees to be scheduled for testing.
- The local manager will review work schedules, including planned absences when known, to develop a best available time to perform the tests. The local manager will coordinate the testing schedule with the collector.
- 3. In developing testing times, the goal will be to minimize the impact in service. Testing will be conducted using the following priority periods:
 - Before work,
 - During split time,
 - After work/shift is completed
 - During work, with standby personnel relief.
- 4. During work, without relief (if no other time is possible).
- Notification of Employees- The Human Resources Department triggers notification to each location's designated employer representative (DER) via electronic mail. The DER will notify each safety-sensitive employee selected and thus notified. Each employee who is selected is to report to the test site immediately

- 5. The employee cannot "go off sick" or on vacation or leave of absence after notification.
- 6. Collection site personnel shall report "unreasonable delays" to the local DER as employees are required to immediately report to the collection site following notification. Failing to report to the collection site within a reasonable allotted time constitutes a refusal to test.
- 7. The DER shall confirm with the Regional, Divisional, or Operations Manager that the employee was notified.
- 8. The DER shall notify the proper management official if an employee fails to report for testing after notification.
- 9. An employee who fails to report for testing shall be removed from duty immediately. If employee is determined to have "refused to test" he/she face the same consequences as testing "positive" for drugs/alcohol and will be given the name and number of a SAP and terminated from employment.

Collection Procedures for All Tests

All collection procedures shall be performed in accordance with Part 40. Upon notification of a test under this policy;

- 1. The employee must report to the collection site immediately after notification.
- 2. The employee shall provide photo identification to collection site personnel. Supervisors will verify the identification of employees without photo identification and may photograph the employee if necessary.
- 3. The employee must comply with all collection procedures including signing correctly all required federal urine and breath forms.
- 4. The employee must follow the directions of the collection staff to ensure that an unadulterated urine specimen is collected and/or the breath alcohol test is completed.
- The employee will be in a private enclosure and unobserved unless a direct observed collection is determined to be needed by the local DER or the collector.
- 6. The employee must supply at least 45 ml of urine (approx. 1 ½ oz). If the employee gives an inadequate amount of urine or if the employee is unable to give a sufficient urine sample collection site staff shall provide the individual with no more than 40oz of fluid to drink during a period of up to 3 hours. The employee will then attempt to provide a complete sample using a fresh container. If the required amount is provided, the collection staff will continue with collection process. If the employee is still unable to provide an adequate specimen within three hours of the first unsuccessful attempt to provide the specimen, the collection staff must discontinue the collection, note the facts on the "remarks" line of the CCF, and

immediately notify the DER.

<u>Shy Bladder - The term "shy bladder"</u> refers to a situation when the employee does not provide a sufficient amount of urine (45 ml) for a DOT required drug test. If an employee tells the collector, upon arrival at the collection site, that he or she cannot provide a specimen, the collector must still begin the collection procedure regardless of the reason given and direct the employee to make the attempt to provide the specimen.

The employee must be monitored during this time, and the collector must specifically tell the employee that they are not to leave the collection site. If the employee leaves the collection site or refuses to make the attempt to provide a sufficient urine specimen, this is considered a refusal to submit to a test.

Failure to produce a sample of urine will result in an immediate referral for an evaluation from a licensed physician within 5 days who can determine in his or her reasonable judgment the safety-sensitive employee's inability to provide an adequate amount of urine. If no medical reason is found substantiating an inadequate sample, the incident will be treated as a "refusal to test" and will carry the same consequences as a positive test result.

It is MVT's policy that any employee who does not provide a valid specimen during a collection for a test will remain off duty until the employee is cleared from the MRO that the employee had a valid medical reason.

- 7. If the employee fails to provide an adequate amount of breath for the breath alcohol test, a second attempt will be made. Failure to produce a sample, the Breath Alcohol Technician (BAT) shall so note in the "Remarks" section of the breath alcohol testing form and immediately inform the DER. The DER will instruct the employee to obtain, as soon as possible but within 5 days after the attempted provision of breath, an evaluation from a licensed physician who is acceptable to the employer concerning the employee's medical ability to provide an adequate amount of breath.
- 8. Whenever there is reason to believe that a particular individual has altered or substituted the urine specimen, a second specimen shall be obtained as soon as possible under direct observation of a same gender collection site person. Reasons may include; temperature of the specimen out of normal range, bluing agent in the specimen.

<u>Substituted Specimen-</u> A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

<u>Adulterated Specimen</u>- A specimen that contains a substance that is not expected to be present in human urine, or contains a substance

expected to be present but is at a concentration so high that it is not consistent with human urine.

- 9. If the breath alcohol screening is 0.02 or greater, the breath alcohol technician will wait at least 15 minutes and a maximum of 30 minutes before administering the confirmation test. Even if more than 30 minutes have passed the BAT will still conduct the confirmation test.
- 10. To ensure that the test results are attributed to the correct covered employee; both specimen bottles must be sealed and labeled in the presence of the donor. The labels must be printed with the same specimen identification number as the custody control form and are attached to the specimen bottles. The donor initials the labels on the vials verifying that the specimen is his or hers.

Reasonable Suspicion Testing Procedures

- Supervisors and managers receive training in order to identify behaviors that might be indicators of drug use and/or alcohol misuse. Training includes the procedures for how to deal with employees suspected of drug use and/ or alcohol misuse.
- If a supervisor observes an appearance, behavior, speech pattern, or body odor of the covered employee that might be indicative of drug use and/or alcohol misuse, he/she directs the employee to stop work and escorts the employee to an area to be questioned and observed in private.
- 3. The supervisor completes the Reasonable Suspicion Incident Report. The supervisor must ensure that the employee does not continue to operate in a safety-sensitive function after identified for reasonable suspicion testing.
- If there is a decision to test based on observable symptoms, the employee is ordered to submit to a drug and alcohol test and is <u>escorted</u> to the collection site.
- 5. The employee is on paid status until the test collection is completed. Employee will remain off duty until a negative drug and alcohol test is received. To the greatest extent possible, arrangements shall be made to have him/her transported home and employee should not be allowed to leave on his/her own recognizance.
- 6. If there is a confirmed breath alcohol test of between .02% and .039%, the employee will be relieved from safety-sensitive duty immediately for a minimum of eight (8) hours. If there is a confirmed positive breath alcohol test (.04% or greater) and/or confirmed positive drug test, or refusal to test, the employee shall be provided the name and number of a SAP and the employee will be terminated.
- 7. If the employees drug test is confirmed negative by the MRO or the BAT test is below 0.02 the employee will be allowed to return to work and will be paid for any time missed.

Post-Accident Testing Procedures

The FTA regulations require testing for prohibited drugs and alcohol in the case of certain mass transit accidents. Post-accident testing is mandatory for accidents where there is a loss of life and for other non-fatal accidents.

- The supervisor ensures that all injured people receive proper medical care. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
- 2. The supervisor determines whether the accident meets FTA criteria using MVT's "Post Accident Decision Checklist Form".
- 3. If the accident meets the FTA/DOT criteria a DOT post accident drug and alcohol test will be conducted immediately. The employee will be taken to the collection site and tested as soon as practicable following the accident. The employee should remain readily available for alcohol testing up to 8 hours and for drug testing up to 32 hours after the accident, including notifying his/her supervisor of his/her location or he/she may be deemed to have refused to submit to testing if he/she does not make him/herself readily available for testing.
- 4. Once the tests have been completed the employee will remain off duty until a negative drug and alcohol test is received.
- 5. If the employee is not tested within two hours for alcohol, the supervisor must document the reason for the delay, and if test is not conducted in 8 hours, the DER shall cease all further attempts and update the records as to the reason(s) why the test was not completed. If the 32 hours have passed the DER shall cease all further attempts to complete the drug test.
- 6. If the employee refuses to be tested or if the drug test is confirmed positive, the employee is removed from duty, provided the name and number of a SAP, and will be terminated.

Post Accident Testing Criteria

It should be noted that a post-accident test is given because the incident meets the criteria listed below. It is NOT a probable cause or reasonable suspicion test. An accident (§ 655.4) is defined as an occurrence associated with the operation of a vehicle in which:

- 1. An individual dies.
- 2. An individual suffers a bodily injury and <u>immediately</u> receives medical treatment <u>away</u> from the scene of the accident.
- 3. With respect to an occurrence in which the mass transit vehicle involved is a bus, van or automobile, one or more vehicles incurs disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, "disabling damage" means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs.

(Inclusions) Disabling damage includes damage to vehicles that could have been operated, but would have been further damaged if so operated.

(Exclusions) damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, tail-lights, turn signals, horn, or windshield wipers that makes them inoperative.

- 4. With respect to an occurrence in which the mass transit vehicle involved is a rail car, trolley car, trolley bus, or vessel, the mass transit vehicle is removed from operation.
- The FTA has determined that "LIFTS" constitute equipment used in revenue service and their operation is essential to the operation of the vehicle and protection of public safety, their operation shall now be included in the accident definition.

To determine if a test should be administered under this section, always use MV Transportation's "Post Accident Decision Checklist". This form should be used for all accidents in determining whether a test will be done under DOT authority.

Prohibited Drugs and Alcohol Misuse

MVT is required to ensure that all covered employees receive at least 60 minutes of training and discussion on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use. The information below shall assist in providing statistics and examples of substance abuse in the work force and the signs and symptoms of such use.

A study conducted showed 75 percent of illicit drug users 18 and older are employed, which amounts to about 10 million U.S. workers. On a daily basis, based on 250 work days in a year, at least 42,000 Americans are coming to work stoned or are getting "high" while on the job.

Studies and statistics show that:

- 1. Every 23 minutes a death occurs as a result of a drug or alcohol related accident.
- 2. A typical abuser is:
 - a. Late to work 3 times more often
 - b. Requests twice as much time off
 - c. Is absent 2 1/2 times more than average
 - d. Uses 3 times as many sick benefits
 - e. Collects 5 times as much worker's comp
 - f. Has 300% higher medical costs/benefits

If these statistics haven't convinced you that the problem is serious, let's look at a few more.

A national survey once reported that:

- 19% of all children over the age of 12 had used some type of illegal drug
- 2. 65% of 18 to 25 year olds had used some type of illegal drug
- 3. 30 to 40 million Americans stated they had used cocaine
- 4. By age 17, 70% of American teenagers had tried alcohol

As you can see, drug and alcohol abuse is a serious problem, having a major effect on all our lives. Even though you may not be abusing drugs or alcohol, your are affected by the results of drug and alcohol abuse in our society. You pay higher medical costs to help cover the costs for abusers who cannot afford the cost of treatment. You pay higher insurance costs to help fund the drug and alcohol abuse programs paid for by insurance companies. The material and services you buy cost more because of decreased worker productivity, as well as increased cost to employers.

This section is designed to provide you with a brief overview of the seriousness of using controlled substances and alcohol. It also provides education on the signs, symptoms and effects of the illicit drugs that you will be tested for. Your employer has taken great measures to assure you of a safe working environment. Please review this booklet in its entirety to educate yourself on drug and alcohol in the workplace. When you have completed reading this material, you will better understand the need for a drug-free workplace.

The drugs that you will be subject to testing include:

Amphetamine

Cocaine

Marijuana

Opiates

Phencyclidine (PCP)

Alcohol (by evidential breath testing device only)

Facts about Amphetamines

Amphetamines (methamphetamine, MDMA-ecstasy) are central nervous system stimulants. They tend to make people "hyper" and "jumpy". They can be taken either orally or injected. They are often used by people to stay awake and to counteract the effects of drowsiness. They are especially dangerous to take while performing safety-sensitive tasks or driving.

Ecstasy, MDMA (3,4 methylenedioxymethamphetamine), is a synthetic, psychoactive drug that is chemically similar to the stimulant methamphetamine and the hallucinogen mescaline. MDMA causes an increase in serotonin which plays an important role in the regulation of mood, sleep, pain, appetite, and other behaviors.

Some heavy MDMA users experience long lasting confusion, depression, and selective impairment of working memory and attention processes. Ecstasy users make extremely dangerous drivers. They can exhibit the same impairments as amphetamine, heroin, cocaine, and hallucinogen users.

Signs and Symptoms of Amphetamine Use

- Hypersensitivity
- ♦ Exhaustion
- Dilated Pupils
- Grinding teeth
- Loss of appetite and immediate weight loss
- Dry mouth
- Excessive talking

Effects on Person

- More likely to take risks
- Impaired judgement
- Delayed reaction time

Facts about Cocaine

Cocaine also stimulates the central nervous system. It gives the user an intense feeling of well-being, or euphoria, known as a "high". The "high" will last for 10 to 60 minutes. A more potent form of the drug called "crack" cocaine is especially addicting and dangerous. Although it's "high" lasts only about 5 to 8 minutes, "crack" cocaine can be addicting after only one use, and cause death the first time it is used. Cocaine can be injected, snorted, or free-based. Snorting is sniffing the drug up the nose, and free-basing is done by heating the drug and inhaling the vapors.

Signs and Symptoms of Cocaine Use

- Mood swings
- Weight Loss
- Restlessness: Difficulty sitting or standing in one place
- Depression
- Nose bleeds
- Irritable, angry, nervous, angers easily
- Bad breath
- Euphoric feeling
- Running nose, uncontrollable sniffing

Effects on Person

- Slowed reaction time
- Distorted vision and depth perception
- Slow to make decisions
- Unable to correctly measure time and distance

Facts about Marijuana

Marijuana is a depressant and mind altering drug. Marijuana does not depress the central nervous system's reaction, it works on the brain. Mind altering means it causes hallucinations. It can be eaten or smoked. Street names for marijuana are "dope", "grass", "joint", "hash", or "hooch".

Tests have shown that people's reflexes and thought processes are slower under the influence of marijuana. The effects of this drug are

longer lasting than first thought. In fact, impairment can last more than 24 hours after using marijuana. The body actually stores the drug for days, weeks, and in some cases, months, depending on the frequency of use.

Signs and Symptoms of Marijuana Use

- Dilated pupils
- Slowed reflexes
- Giddiness
- Slowed thinking
- Moodiness
- Trance-like state
- ♦ Impaired vision
- Reduced feeling of pain
- Odor of burning
- Short-term memory loss
- Loss of concentration
- ◆ Unable to sleep after prolonged use

Signs To Look For

- Cigarette rolling paper
- Dried plant material, either crumbled or pressed
- Roach clip (device to hold joint)
- ♦ Hash pipe (very small pipe)

Facts about Opiates

Opiates are classified as a narcotic analgesic. They tend to have a sedating, calming effect, and act as a depressant to the central nervous system. Opiates are more commonly known as morphine, codeine, and heroin. Street names for opiates are "junk", "smack", "horse", and "brown sugar". Opiates are prescribed by doctors to relieve pain, but they are used by the abuser to relax or "escape the real world". They can either be taken orally, injected or smoked.

When the drug is injected, the user feels an immediate "rush", usually followed by a very relaxed and soothing feeling. However, some opiates can cause very unpleasant side effects such as nervousness, nausea, and restlessness, and if taken in excess, may cause coma or death.

Signs and Symptoms of Opiate Use

♦ Mental confusion

- Slured speech
- Unsteadiness
- ♦ Hostility
- Memory loss
- Drowsiness
- Excess talking
- Euphoria
- ◆ Depression
- ♦ Short attention span
- ♦ Cold, moist or bluish skin
- Reduced feeling of pain

Effects on Person

- ◆ Lack of concentration Day dreaming
- Distorted sense of time and distance
- Distorted vision

Facts about Phencyclidine (PCP)

Phencyclidine, commonly called "Angel Dust", is known as a dissociative anesthetic. Users of PCP may experience hallucinations and signs of intoxication. They may not be able to focus their attention or will experience confusion and lack of coordination.

Although PCP has immediate short term effects, it is also known for its long term effect of causing psychotic behavior often associated with violent acts. Other street names for PCP include "hog", and "crystal". PCP may be smoked, snorted or injected.

Signs and Symptoms of PCP Use

- Delusions
- ◆ Confusion
- Panic
- Increased blood pressure
- Anxiety
- ♦ Flashbacks

Effects on Person

More likely to take risks

- Impaired coordination
- Aggressive actions

Facts about Alcohol

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

Signs and Symptoms of Use

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction rate
- ♦ Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

Health Effects

The chronic consumption of alcohol (average of three servings per day of beer [12oz], whiskey[1oz], or wine[6oz glass] over time may result in the following health hazards:

- Decreased sexual functioning
- Dependency (up to 10% of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed "alcoholic")
- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma.
- Kidney disease
- Pancreatitis
- Spontaneous abortion and neonatal mortality
- ♦ Ulcers
- Birth defects (up to 54% of all birth defects are alcohol related).

Social Issues

- ◆ Two-thirds of all homicides are committed by people who drink prior to the crime.
- ◆ Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- ◆ Two-thirds of all Americans will be involved in an alcohol related vehicle accident during their lifetimes.
- ◆ The rate of separation and divorce in families with alcohol dependency problems is 7 times the average.
- Forty percent of family court cases are alcohol problem related.
- ◆ Alcoholics are 15 times more likely to commit suicide than the general population.

More than 60 % of burns, 40% of falls, 69% of boating accidents, and 76% of private aircraft accidents are alcohol related.

The Annual Toll

- ◆ 24,000 people will die on the highway due to the legally impaired driver.
- ♦ 12,000 more will die on the highway due to the alcohol affected driver.
- ◆ 15,800 will die in non-highway accidents.
- ♦ 30,000 will die due to alcohol-induced brain disease or suicide.
- ◆ 10,000 will die due to alcohol-caused liver disease.
- Up to another 125,000 will die due to alcohol-related conditions or accidents.

Workplace Issues

- ♦ It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- ♦ A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

RECEIPT AND ACKNOWLEDGEMENT

EMPLOYEE HANDBOOK

I have received a copy of the February 2011 MV Employee Handbook and understand its provisions. I also understand that my employment may be terminated at any time and for any reason by either me or the Company. I understand that this handbook does not constitute an employment contract.

ZERO TOLERANCE SUBSTANCE ABUSE POLICY (Effective 10/1/2010) AND EMPLOYEE EDUCATION AND TRAINING ACKNOWLEDGEMENT FORM

I understand that I may consult the SVP of Human Resources regarding any questions not answered in the handbook.

I have received this handbook and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

I hereby acknowledge that I have participated in and completed the required one-hour of DRUG AND ALCOHOL EMPLOYEE EDUCATION AND TRAINING in accordance with Part 655.14(b)(1) and as part of that training, this policy and handbook was reviewed.

I further acknowledge that I have been advised of the consequences for safety sensitive employees who violate the testing requirements and information concerning the effects and alcohol misuse and controlled substance abuse on health, work and personal life.

Employee Signature	Date
Print Name	

Work Stoppage Contingency

The best insurance against a work stoppage, or any labor action, is tough, thorough, competent bargaining in good faith with the union committee. MV's labor team has a proven track record of highly capable, strategic and creative bargaining, completing hundreds of CBAs – many of which were first Agreements. In the company's 37-year history, there have been only two work stoppages (Vancouver, B.C. 2009 and New York 2007).

In the event that a work stoppage appears possible or likely, MV will notify WMATA of any developments as they occur. MV will immediately take any/all action possible to avert such an event. If these efforts are not successful, MV will immediately begin responding to the possible action.

MV will meet with WMATA staff in order to ensure that it understands the events leading to the potential work stoppage. This will ensure that both MV and WMATA staff are on the same page on how to proceed. During this time, MV will immediately begin to bring dispatchers, reservationists, schedulers, supervisors, and training personnel from other locations to assist in the direct operation of the service and in the training of replacement personnel.

If a job action does occur, MV will present to WMATA an evaluation of what service levels can be provided safely during the decision making process. In some situations it may make sense to turn over call center operations to MV's national call center in Dallas while providing replacement training. MV will work with WMATA to develop procedures for temporarily transferring operations.

Each situation is different and the specific plan to manage a work stoppage in the Washington, D.C. Metropolitan area, as well as strategic planning sessions with WMATA staff, will be tailored to address the specific issues leading up to the potential work stoppage. This response includes the issues identified above, but also includes a cooperative public relations effort to manage media coverage.

Following is the basic Strike Plan that would serve as the foundation from which the WMATA-specific plan would be built. Please note that the dates and timeframes are subject to change.

- a. This data furnished pursuant to this RFP shall not be disclosed outside the Authority, be duplicated, or used in whole or in part, for any purpose other than to evaluate the offer; provided that, if a contract is awarded on the basis of that offer, the Authority shall have the right to duplicate, use, and disclose this data, in any manner and for any purpose whatsoever.
- b. This information does not limit the Authority's right to use information contained in this data if it is or has been obtained by the Authority from another independent legitimate source.
- c. Except for the foregoing limitation, the Authority may duplicate, use, and disclose in any manner and for any purpose whatsoever and have others so do, all data furnished in response to this solicitation.

Sample Strike Plan

Task	Responsibility	Due Date	Comments/Goal
Conference Call with	MV GM	Upon Notification of	Identify issues leading to
WMATA Staff		Intention to Strike	notification & set up strategy
			session
WMATA /MV Strike	GM / WMATA	Within 1 Day of	Confirm WMATA position &
Team Staff Meeting	Official	Notification of Intention	obtain input on response
		to Strike	strategy, revise strike plan
WMATA Staff Updates	GM	Daily	GM on Operations; VP / LR on
Nagatiota Cattlement	VP Labor	Ongoing	Negotiations
Negotiate Settlement	Relations / GM	Ongoing	Avoid strike by reaching agreement with union
Confer with outside	Labor Relations	Ongoing	MV's Legal Counsel
counsel	("LR")	Origonig	WV S Legal Courise
Conference Call to	GM	Within 2 Days of	Identify which divisions can
Notify MV	CIVI	Notification of Intention	assist
Management Team		to Strike	400.00
Locate replacement	GM	Within 2 Days of	Reservationists, schedulers,
call center personnel		Notification of Intention	dispatchers
(as applicable)		to Strike	
Establish Hotel	MV Travel	Within 2 Days of	Identify local hotel
Arrangements	Coordinator	Notification of Intention	
		to Strike	
Set-Up Travel	MV Travel	Ongoing, As Support	GM to provide spreadsheet
Arrangements & Hotel	Coordinator	Personnel Are	
Reservations	MV 000 01-#	Established	F-1-1-12-1
Hire & Begin Training of Reservationists	MV OCC Staff	ASAP	Establish credibility with union
(Min. 35 in Week 1			that there are people who need
and 35 in Week 2);			jobs
Schedulers (Min. 4 in			
Week 1 and 4 in Week			
2); Dispatchers (Min.			
30 in Week 1 and 30			
in Week 2)			

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Task	Responsibility	Due Date	Comments/Goal
Hire Private Security	MV LR	10 Days Prior to	Negotiate & have on 1-day
Company		Expected Strike Date	stand-by notice
Prepare "Strike" Fact	MV LR	8 Days Prior to Expected	Clearly outline the issues for
Sheet & Talk to		Strike Date	staff, motivate staff to cross the
Personnel			line
Locate Additional	OCC	7 Days Prior to Expected	Don't send unless requested by
Hand Held Radios		Strike Date	VP
Determine	MV Operations	7 Days Prior to Expected	Ensure proper support
Dispatcher,	Staff	Strike Date	personnel on site to handle
Reservationist, and			service levels being provided
Scheduler Staffing			
Needs	VALATA OL-EL	5 Davis Dilauta Francisco	Establish a devite of various to
Identify WMATA Staff	WMATA Staff /	5 Days Prior to Expected	Establish priority of routes to
Route Priority	MV Staff	Strike Date	keep on-line
Consolidate Call	MV Ops Staff	5 Days Prior to Expected	Establish assignment priority for
Times & Create		Strike Date	available dispatchers
Emergency Call Center Schedule			
Obtain Articles on	MV LR	4 days prior to expected	Distribute so local employees
Recent Local Strikes	141 A F1 f	strike date	understand the damage of a
11000111 20001 01111100		ounto dato	strike
Place ¼ Page "Help	MV Recruiting /	3 Days Prior to Expected	Ensure large applicant pool is
Wanted" Ad	LR	Strike Date	on-hand
Identify Secure	GM	3 Days Prior to Expected	Ensure no damage to revenue
Parking Areas for		Strike Date	or personal property
Buses & Private			
Vehicles			
Prepare	MV Public	2 days prior to expected	To prepare distribution of letter
Company/Client	Relations	strike date	to explain current situation to
Notification List	10/5		current MV clients
Develop Media	MV Public	2 days prior to expected	Ensure media interaction is
Comment Sheets	Relations	strike date	consistent
Board Member Fact	MV Public	1 day prior to expected	Gauge political environment
Sheet, Meet With	Relations	strike date	relative to the communities
Board Members if			support, or lack thereof, of strike
Necessary			

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Task	Responsibility	Due Date	Comments/Goal
Notification to Current MV Clients	MV President of Operations	TBD, Depends on Likelihood of Strike	Notify current customers of situation & reasons, solicit client support of personnel from their contract assisting in our response
Meet With Local Police	LR	As Needed	If strike is declared

Strike Team	Primary	Other Possible
Negotiations	VP / LR, Sr VP/HR	MV COO
Press Communications	MV PR	GM
2nd Shift Supervision	MV Ops Staff	MV Ops Staff

Schedule of Events

(Based on current schedule and subject to change based on ratification vote)

Action	Due Date Comments
GM & VP of LR	Strike Date -14
MACS-OCC Trainees	Strike Date -14
Counter Offer made to union	Strike Date -10
CEO visit	Strike Date -5
SVP / HR visit	Strike Date -5
COO visit	Strike Date -3
COO, VP/LR, SVP/HR meet with all MACS-OCC personnel	Strike Date -1 Mandatory Meeting
Security Starts	Strike Date
Conference Calls	Daily

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