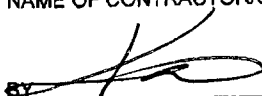





WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
8201 Ardwick-Ardmore Road, Landover, MD 20785

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION Mod 032		2. EFFECTIVE DATE January 6, 2012	
3. ISSUED BY PURCHASING SECTION Karen A. McSween (202) 962-5542 Office of Procurement & Materials 8201 Ardwick-Ardmore Road Landover, MD 20785		4. ADMINISTERED BY (If other than block 3)	
5. CONTRACTOR NAME AND ADDRESS  Mr. Kevin Klika President/Chief Operating Officer MV Transportation, Inc. 4620 Westamerica Drive Fairfield, CA 94534  <small>(Street, city, county, state, and Zip Code)</small>		6. FORM TYPE (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7)  <input checked="" type="checkbox"/> X MODIFICATION OF CONTRACT/ORDER NO. <u>CO5108</u> DATE <u>September 22, 2005</u> (See block 9)	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (if required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> X This Change Order is issued pursuant to <u>The General Provisions, Article 2 Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION  Modification 032 is issued to increase the Contract value to provide adequate funding for the duration of FY-2012, in the not-to-exceed amount of \$45,000,000. (See Page 2 for Continuation)  Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.			
11. <input checked="" type="checkbox"/> X CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>1</u> COPY TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE   <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY   BY _____ <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED	16. NAME OF CONTRACTING OFFICER (Type or print)  Kevin A. Green	17. DATE SIGNED  01/06/12

**Contract CO5108  
Modification 032**

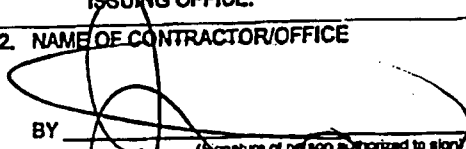

Contract Award Amount	<u>\$210,042,817.00</u>
Contract Value (Including Contract Award Amount & Executed Mods 001-021)	\$414,109,779.55
Modification 022	<u>\$ 11,752.65</u>
Current Contract Value	\$414,121,532.20
Modification 023	<u>\$ 457,958.00</u>
Current Contract value	\$414,581,490.20
Modification 024	<u>\$ 252,372.37</u>
Current Contract Value	\$414,833,862.57
Modification 025	<u>\$ 0</u>
Current Contract Value	\$414,833,862.57
Modification 026	<u>\$ 0</u>
Current Contract Value	\$414,833,862.57
Modification 027	<u>\$216,922,680.00</u>
Current Contract Value	\$631,756,542.57
Modification 028	<u>\$ 72,084.75</u>
Current Contract Value	\$631,828,627.32
Modification 029	<u>\$ 0</u>
Current Contract Value	\$631,828,627.32
Modification 030	<u>\$ 0</u>
Current Contract Value	\$631,828,727.32
Modification 031	<u>\$ 0</u>
Current Contract Value	\$631,828,727.32
Modification 032	<u>\$ 45,000,000.00</u>
Current Contract Value	\$676,828,627.32

**-END OF MODIFICATION 032-**



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
8201 Ardwick-Ardmore Road, Landover, MD 20785

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION Mod 031		2. EFFECTIVE DATE Same as Block 17	
3. ISSUED BY PURCHASING SECTION Karen A. McSween (202) 962-5542 Office of Procurement & Materials 8201 Ardwick-Ardmore Road Landover, MD 20785		4. ADMINISTERED BY (If other than block 3)	
5. CONTRACTOR NAME AND ADDRESS  Mr. Jon Monson Chairman of the Board MV Transportation, Inc. 4620 Westamerica Drive Fairfield, CA 94534  <small>(Street, city, county, state, and Zip Code)</small>		6. FORM TYPE (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7)  <input checked="" type="checkbox"/> X MODIFICATION OF CONTRACT/ORDER NO. <u>CO5108</u> DATE <u>September 22, 2005</u> (See block 9)	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (if required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> X This Change Order is issued pursuant to <u>The General Provisions, Article 2 Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION Contract CO5108 is modified as follows:  A. This modification is to transition the subscription for DriveCam Managed Services from MV's subscription to WMATA effective October 12, 2011. MV will coordinate with MetroAccess staff and the DriveCam implementation team to redirect the two WiFi locations (Beltsville and Capitol Heights) to the WMATA DriveCam SSID. A team from DriveCam will also be on-site to perform the reconfiguration of the DriveCam units themselves. Scored video capture clips and related data will be directed to the same personnel at the divisions who are currently performing these functions. MetroAccess staff will also have access to the clip data. There is no dollar value associated with this modification. (See Page 2 for Continuation)  Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.			
11. <input checked="" type="checkbox"/> X CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>1</u> COPIES TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE  BY  <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print)  Jon M Monson Chairman	14. DATE SIGNED  2/25/12	16. NAME OF CONTRACTING OFFICER (Type or print)  Kevin A. Green	17. DATE SIGNED  2/27/2012

**Contract CO5108  
Modification 031**

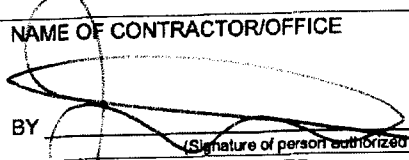
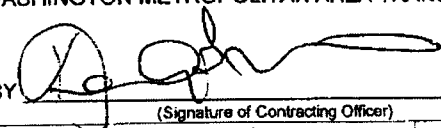
Contract Award Amount	<u>\$210,042,817.00</u>
Contract Value (Including Contract Award Amount & Executed Mods 001-021)	\$414,109,779.55
Modification 022	<u>\$ 11,752.65</u>
Current Contract Value	\$414,121,532.20
Modification 023	<u>\$ 457,958.00</u>
Current Contract value	\$414,581,490.20
Modification 024	<u>\$ 252,372.37</u>
Current Contract Value	\$414,833,862.57
Modification 025	<u>\$ 0</u>
Current Contract Value	\$414,833,862.57
Modification 026	<u>\$ 0</u>
Current Contract Value	\$414,833,862.57
Modification 027	<u>\$216,922,680.00</u>
Current Contract Value	\$631,756,542.57
Modification 028	<u>\$ 72,084.75</u>
Current Contract Value	\$631,828,627.32
Modification 029	<u>\$ 0</u>
Current Contract Value	\$631,828,627.32
Modification 030	<u>\$ 0</u>
Current Contract Value	\$631,828,627.32
Modification 031	<u>\$ 0</u>
Contract Value	\$631,828,627.32

**-END OF MODIFICATION 031-**



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
8201 Ardwick-Ardmore Road, Landover, MD 20785

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

<b>1. AMENDMENT/MODIFICATION</b> Mod 030	<b>2. EFFECTIVE DATE</b> Same as Block 17
<b>3. ISSUED BY PURCHASING SECTION</b> Karen A. McSween (202) 962-5542 Office of Procurement & Materials 8201 Ardwick-Ardmore Road Landover, MD 20785	<b>4. ADMINISTERED BY (If other than block 3)</b>
<b>5. CONTRACTOR NAME AND ADDRESS</b>  Mr. Jon Monson Chairman of the Board MV Transportation, Inc. 4620 Westamerica Drive Fairfield, CA 94534  <small>(Street, city, county, state, and Zip Code)</small>	<b>6. FORM TYPE (Check only one)</b>  <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7)  <input checked="" type="checkbox"/> X MODIFICATION OF CONTRACT/ORDER NO. <u>CO5108</u> DATE <u>September 22, 2005</u> (See block 9)
<b>7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS</b> <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	
<b>8. ACCOUNTING AND APPROPRIATION DATA (If required)</b>	
<b>9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS</b> (a) <input checked="" type="checkbox"/> X This Change Order is issued pursuant to <u>The General Provisions, Article 2 Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.	
<b>10. DESCRIPTION OF AMENDMENT/MODIFICATION</b> Contract CO5108 is modified as follows:  A. Effective November 1, 2011 WMATA started providing 100% of the fuel for the MetroAccess Fleet. Therefore, all fuel for MetroAccess must be obtained at WMATA fueling sites only.  (See Page 2 for Continuation)  <p style="text-align: center; font-size: small;">Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</p>	
<b>11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>1</u> COPIES TO ISSUING OFFICE.</b>	<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT
<b>12. NAME OF CONTRACTOR/OFFICE</b>  BY  <small>(Signature of person authorized to sign)</small>	<b>15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY</b>  BY  <small>(Signature of Contracting Officer)</small>
<b>13. NAME AND TITLE OF SIGNER (Type or print)</b>  Jon M Monson CHAIRMAN	<b>14. DATE SIGNED</b>  11/29/11
<b>16. NAME OF CONTRACTING OFFICER (Type or print)</b>  Kevin A. Green	<b>17. DATE SIGNED</b>  11/20/11

**Contract CO5108  
Modification 030**

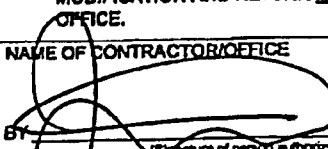
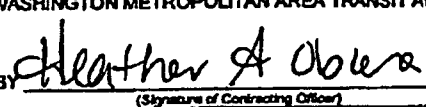
Contract Award Amount	<u>\$210,042,817.00</u>
Contract Value (Including Contract Award Amount & Executed Mods 001-021)	\$414,109,779.55
Modification 022	<u>\$ 11,752.65</u>
Current Contract Value	\$414,121,532.20
Modification 023	<u>457,958.00</u>
Current Contract value	\$414,581,490.20
Modification 024	<u>\$ 252,372.37</u>
Current Contract Value	\$414,833,862.57
Modification 025	\$0
Modification 026	\$0
Modification 027	<u>\$216,922,680.00</u>
Current Contract Value	\$631,756,542.57
Modification 028	<u>\$ 72,084.75</u>
Current Contract Value	\$631,828,627.32
Modification 029	\$0
Current Contract Value	\$631,828,627.32
Modification 030	\$0
Contract Value	\$631,828,627.32

**-END OF MODIFICATION 030-**



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
8201 Ardwick-Ardmore Road, Landover, MD 20785

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION Mod 029		2. EFFECTIVE DATE 7/1/11	
3. ISSUED BY PURCHASING SECTION Karen A. McSween (202) 962-5542 Office of Procurement & Materials 8201 Ardwick-Ardmore Road Landover, MD 20785		4. ADMINISTERED BY (if other than block 3)	
5. CONTRACTOR NAME AND ADDRESS  Mr. Jon Monson Chairman of the Board MV Transportation, Inc. 4620 Westamerica Drive Fairfield, CA 94534  <small>(Street, city, county, state, and Zip Code)</small>		6. FORM TYPE <small>(Check only one)</small> <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ <small>(See block 7)</small> <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <u>CO5108</u> DATE <u>September 22, 2005</u> <small>(See block 9)</small>	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (if required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to <u>The General Provisions, Article 2 Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION Contract CO5108 is modified as follows:  A. WMATA agrees to the concept of modifying Section 9.0 to allow billing by actual hours worked, rather than positions filled per MV Transportation's letter dated March 12, 2011. B. WMATA agrees to the staffing per MV Transportation's letter dated August 3, 2011 and conference call of July 27, 2011. C. Increase the overhead rate to 31.57% for FY 2011 per MV Transportation's letter dated March 12, 2011.  <small>(See Page 2 for Continuation)</small>  <small>Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</small>			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>1</u> COPY TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE  BY:  <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY:  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print) Jon M. Monson CHAIRMAN	14. DATE SIGNED 05/22/12	16. NAME OF CONTRACTING OFFICER (Type or print) Heather A. Obara	17. DATE SIGNED 5/18/12

**Contract CO5108  
Modification 029**

Contract Award Amount	<u>\$210,042,817.00</u>
Contract Value (Including Contract Award Amount & Executed Mods 001-021)	\$414,109,779.55
Modification 022	<u>\$ 11,752.65</u>
Current Contract Value	\$414,121,532.20
Modification 023	<u>\$ 457,958.00</u>
Current Contract value	\$414,581,490.20
Modification 024	<u>\$ 252,372.37</u>
Current Contract Value	\$414,833,862.57
Modification 025	<u>\$ 0</u>
Current Contract Value	\$414,833,862.57
Modification 026	<u>\$ 0</u>
Current Contract Value	\$414,833,862.57
Modification 027	<u>\$216,922,680.00</u>
Current Contract Value	\$631,756,542.57
Modification 028	<u>\$ 72,084.75</u>
Current Contract Value	\$631,828,627.32
Modification 029	<u>\$ 0</u>
Current Contract Value	\$631,828,627.32

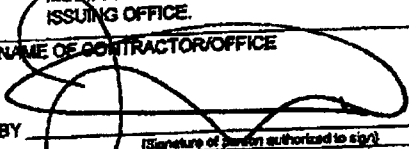

**-END OF MODIFICATION 029-**





WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
8201 Ardwick-Ardmore Road, Landover, MD 20785

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION Mod 028		2. EFFECTIVE DATE Same as Block 17	
3. ISSUED BY PURCHASING SECTION Karen A. McSween (202) 962-5542 Office of Procurement & Materials 8201 Ardwick-Ardmore Road Landover, MD 20785		4. ADMINISTERED BY (If other than block 3)	
5. CONTRACTOR NAME AND ADDRESS  Mr. Jon Monson Chairman of the Board MV Transportation, Inc. 4620 Westamerica Drive Fairfield, CA 94534  <small>(Street, city, county, state, and Zip Code)</small>		6. FORM TYPE <small>(Check only one)</small> <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ <small>(See block 7)</small>  <input checked="" type="checkbox"/> X MODIFICATION OF CONTRACT/ORDER NO. <u>CO5108</u> DATE <u>September 22, 2005</u> <small>(See block 8)</small>	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (If required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> X This Change Order is issued pursuant to <u>The General Provisions, Article 2 Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION Contract CO5108 is modified to include the purchase of Laptops and accessories for the SMS Program, per WMATA's Scope of Work Attached: A. Dell Laptop E6410ATG (New); Quantity 23 @ unit price of \$2,645.48 for a total of \$60,346.04 B. Laptop Nylon Case; Quantity 23 @ unit price of \$25.19 for a total of \$579.37 C. 90-Watt Auto-Air DC Adaptor; Quantity 25 @ unit price of \$89.99 for a total of \$2,249.75 D. Present Combination Laptop Lock; Quantity 25 @ unit price of \$29.72 for a total of \$743.00 E. IT Support; Quantity 23 @ unit price of \$333.33 for a total of \$7,666.59 F. Total Cost for Mod 028 is \$72,084.75 <small>(See Page 2 for Continuation)</small>  <small>Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</small>			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>1</u> COPIES TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE  BY  <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print) Jon Monson Chairman	14. DATE SIGNED 10/4/11	16. NAME OF CONTRACTING OFFICER (Type or print) Kevin A. Green	17. DATE SIGNED September 23, 2011

**Contract CO5108  
Modification 028**

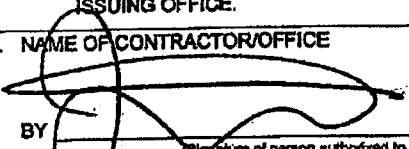
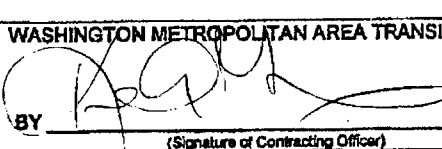
Contract Award Amount	<u>\$210,042,817.00</u>
Contract Value (Including Contract Award Amount & Executed Mods 001-021)	\$414,109,779.55
Modification 022	<u>\$ 11,752.65</u>
Current Contract Value	\$414,121,532.20
Modification 023	<u>457,958.00</u>
Current Contract value	\$414,581,490.20
Modification 024	<u>\$ 252,372.37</u>
Current Contract Value	\$414,833,862.57
Modification 025	\$0
Modification 026	\$0
Modification 027	<u>\$216,922,680.00</u>
Current Contract Value	\$631,756,542.57
Modification 028	<u>\$ 72,084.75</u>
Contract Value	\$631,828,627.32

**-END OF MODIFICATION 028-**



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
8201 Ardwick-Ardmore Road, Landover, MD 20785

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION Mod 027		2. EFFECTIVE DATE July 1, 2011	
3. ISSUED BY PURCHASING SECTION Karen A. McSween (202) 962-5542 Office of Procurement & Materials 8201 Ardwick-Ardmore Road Landover, MD 20785		4. ADMINISTERED BY (If other than block 3)	
5. CONTRACTOR NAME AND ADDRESS  Mr. Jon Monson Chairman of the Board MV Transportation, Inc. 4620 Westamerica Drive Fairfield, CA 94534  <small>(Street, city, county, state, and Zip Code)</small>		6. FORM TYPE <small>(Check only one)</small> <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ <small>(See block 7)</small>  <input checked="" type="checkbox"/> X MODIFICATION OF CONTRACT/ORDER NO. <u>CO5108</u> DATE <u>September 22, 2005</u> <small>(See block 9)</small>	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (If required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> X This Change Order is issued pursuant to <u>The General Provisions, Article 2 Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION Contract CQ5108 is modified as follows: A. Modification 027 is issued to Exercise Option Period Two, years one and two, for the performance period of July 1, 2011 through June 30, 2013. B. Extend the performance period for IT Operating Consulting - Booz Allen & Hamilton through June 30, 2013. C. MV to continue funding the cost of Maintenance Inspections at a cost not to exceed \$200,000 per year through June 30, 2012. This will be revisited for FY 13. D. The entire value of the Option Period (\$216,922,680) with \$105,822,680 applied from July 1, 2011 through June 30, 2012; and \$111,100,000 applied from July 1, 2012 through June 30, 2013. \$111M in funding for year two of this Option is subject to FY 2013 budget approval. (See Page 2 for Continuation)  <small>Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</small>			
11. <input checked="" type="checkbox"/> X CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>1</u> COPIES TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE  BY  <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print) Jon Monson CHAIRMAN	14. DATE SIGNED 09-30-11	16. NAME OF CONTRACTING OFFICER (Type or print) Kevin A. Green	17. DATE SIGNED 10/1/11

**Contract CO5108  
Modification 027**

Contract Award Amount	<u>\$210,042,817.00</u>
Contract Value (Including Contract Award Amount & Executed Mods 001-021)	\$414,109,779.55
Modification 022	<u>\$ 11,752.65</u>
Current Contract Value	\$414,121,532.20
Modification 023	<u>457,958.00</u>
Current Contract value	\$414,581,490.20
Modification 024	<u>\$ 252,372.37</u>
Current Contract Value	\$414,833,862.57
Modification 025	\$0
Modification 026	\$0
Modification 027	<u>\$216,922,680.00</u>
Contract Value	\$631,756,542.57

**-END OF MODIFICATION 027-**



May 12, 2011

Mr. Jon Monson  
Chairman of the Board  
MV Transportation, Inc.  
4620 Westamerica Drive  
Fairfield, CA 94534

RE: Contract No. CO5108  
Modification 026

Dear Mr. Monson:

The Washington Metropolitan Area Transit Authority hereby modifies Contract CO5108. Modification 026 is issued to rescind the language in Modification 025, which requires all incoming MetroAccess drivers to have a High School Diploma or GED. There is no dollar value associated with this Modification

Modification 026 should be performed in accordance with the original specifications and any revisions added through modification(s) to the Conformed Contract. Please contact Mr. Omari June (301) 562-4749, for any additional information regarding scheduling of the work.

Please sign the modification enclosed and keep a copy for your records. Return the modification form with an original signature of a representative authorized to sign for your company to Washington Metropolitan Area Transit Authority, Metro Supply Facility, 8201 Ardwick-Ardmore Road, Landover, MD 20785 attention Karen A. McSween. If you have any questions, please contact me at (202) 962-5542.

Sincerely,

Kevin A. Green  
Contracting Officer  
Office of Procurement and Materials

Enclosures

**Washington  
Metropolitan Area  
Transit Authority**



600 Fifth Street, NW  
Washington, DC 20001  
202/962-1234

By Metrorail:  
Judiciary Square—Red Line  
Gallery Place-Chinatown—  
Red, Green and  
Yellow Lines  
By Metrobus:  
Routes D1, D3, D6, P6,  
70, 71, 80, X2



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
8201 Ardwick-Ardmore Road, Landover, MD 20785

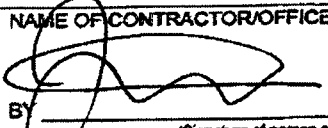

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION Mod 026		2. EFFECTIVE DATE April 18, 2011	
3. ISSUED BY PURCHASING SECTION Karen A. McSween (202) 962-5542 Office of Procurement & Materials 8201 Ardwick-Ardmore Road Landover, MD 20785		4. ADMINISTERED BY (If other than block 3)	
5. CONTRACTOR NAME AND ADDRESS  Mr. Jon Monson Chairman of the Board MV Transportation, Inc. 4620 Westamerica Drive Fairfield, CA 94534  <small>(Street, city, county, state, and Zip Code)</small>		6. FORM TYPE (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7)  <input checked="" type="checkbox"/> X MODIFICATION OF CONTRACT/ORDER NO. <u>CO5108</u> DATE <u>September 22, 2005</u> (See block 9)	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (If required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> X This Change Order is issued pursuant to <u>The General Provisions, Article 2 Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION  Modification 026 is issued to rescind the language in Modification 025, which requires all incoming MetroAccess drivers to have a High School Diploma or GED. There is no dollar value associated with this Modification. <b>-END OF MODIFICATION 026-</b>  <small>Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</small>			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>1</u> COPIES TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE <u>MV TRANSPORTATION INC.</u>  BY  <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print) <u>Jon M Monson</u> <u>Chairman</u>	14. DATE SIGNED <u>5/15/11</u>	16. NAME OF CONTRACTING OFFICER (Type or print) Kevin A. Green	17. DATE SIGNED <u>06/7/2011</u>



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
8201 Ardwick-Ardmore Road, Landover, MD 20785


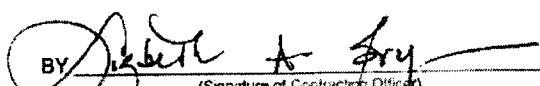
**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION Mod 025		2. EFFECTIVE DATE (Same as block 17)	
3. ISSUED BY PURCHASING SECTION Karen A. McSween (202) 962-5542 Office of Procurement & Materials 8201 Ardwick-Ardmore Road Landover, MD 20785		4. ADMINISTERED BY (if other than block 3)	
5. CONTRACTOR NAME AND ADDRESS  Mr. Jon Monson Chairman of the Board MV Transportation, Inc. 4620 Westamerica Drive Fairfield, CA 94534 <small>(Street, city, county, state, and Zip Code)</small>		6. FORM TYPE (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7) <input checked="" type="checkbox"/> X MODIFICATION OF CONTRACT/ORDER NO. <u>CO5108</u> DATE <u>September 22, 2005</u> (See block 9)	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (if required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> X This Change Order is issued pursuant to <u>The General Provisions, Article 2 Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION  Modification 025 is an Administrative Modification issued to advise that on a going forward basis, this Contract requires all incoming MetroAccess drivers to have a High School Diploma or GED. There is no dollar value associated with this Modification. Therefore, the contract value remains \$414,833,862.57 <b>-END OF MODIFICATION 025-</b>  <small>Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</small>			
11. <input checked="" type="checkbox"/> X CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>1</u> COPIES TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE  BY  <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print) JON MONSON CHAIRMAN	14. DATE SIGNED 3/9/11	16. NAME OF CONTRACTING OFFICER (Type or print) Karen A. McSween Contract Administrator	17. DATE SIGNED March 3, 2011



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
8201 Ardwick-Ardmore Road, Landover, MD 20785

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION Mod 024		2. EFFECTIVE DATE (Same as block 17)	
3. ISSUED BY PURCHASING SECTION Karen A. McSween (202) 962-5542 Office of Procurement & Materials 8201 Ardwick-Ardmore Road Landover, MD 20785		4. ADMINISTERED BY (If other than block 3)	
5. CONTRACTOR NAME AND ADDRESS  Mr. Jon Monson Chairman of the Board MV Transportation, Inc. 4620 Westamerica Drive Fairfield, CA 94534 <small>(Street, city, county, state, and Zip Code)</small>		6. FORM TYPE (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7) <input checked="" type="checkbox"/> X MODIFICATION OF CONTRACT/ORDER NO. <u>CO5108</u> DATE <u>September 22, 2005</u>	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (If required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> X This Change Order is issued pursuant to <u>The General Provisions, Article 2 Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION  Modification 024 is issued for IT Operating Consulting -- Booz Allen & Hamilton. The IT Operating Consulting will increase the contract price by \$252,372.37, with billing rates subject to Audit, for a total contract value of \$414,813,308.58  (Continued on Page 2)			
Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.			
11. <input checked="" type="checkbox"/> X CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>1</u> COPIES TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE  BY  <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print) Jon Monson Chairman	14. DATE SIGNED 7/27/11	16. NAME OF CONTRACTING OFFICER (Type or print) Lizbeth A. Bryan	17. DATE SIGNED December 9, 2010





Contract Award Amount	<u>\$210,042,817.00</u>
Current Contract Value (Including Contract Award Amount & Executed Mods 001-021)	\$414,109,779.55
Modification 022	<u>\$ 11,752.65</u>
Current Contract Value	\$414,121,532.20
Modification 023	<u>457,958.00</u>
Current Contract value	\$414,581,490.20
Modification 024	<u>\$ 252,372.37</u>
Current Contract Value	\$414,833,862.57

**-END OF MODIFICATION 024-**



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
8201 Ardwick-Ardmore Road, Landover, MD 20785

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

<b>1. AMENDMENT/MODIFICATION</b> M023	<b>2. EFFECTIVE DATE</b> (Same as block 17)		
<b>3. ISSUED BY PURCHASING SECTION</b> Karen A. McSween (202) 962-5542 Office of Procurement & Materials 8201 Ardwick-Ardmore Road Landover, MD 20785	<b>4. ADMINISTERED BY (if other than block 3)</b>		
<b>5. CONTRACTOR NAME AND ADDRESS</b>  Mr. Jon Monson Chairman of the Board MV Transportation, Inc. 4620 Westamerica Drive Fairfield, CA 94534 <small>(Street, city, county, state, and Zip Code)</small>	<b>6. FORM TYPE (Check only one)</b>  <input type="checkbox"/> AMENDMENT OF SOLICITATION NO _____ DATE _____ (See block 7)  <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <u>CO5108</u> DATE <u>September 22, 2005</u>		
<b>7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS</b> <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
<b>8. ACCOUNTING AND APPROPRIATION DATA (if required)</b>			
<b>9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS</b> (a) <input checked="" type="checkbox"/> X This Change Order is issued pursuant to <u>The General Provisions, Article 2 Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
<b>10. DESCRIPTION OF AMENDMENT/MODIFICATION</b>  Modification 023 is issued increasing the staffing for the Trip Edit and Reconciliation by adding the following new Full Time Positions: One (1) Lead Reconciler; Seven (7) Reconcilers and Two (2) Billing Auditors (when added to the existing 2 positions will increase to 4 FTE). The new positions will increase the contract price by \$457,958.000 for a total contract value of \$414,581,490.20  <p style="text-align: center;">(Continued on Page 2)</p> <p style="text-align: center;"><small>Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</small></p>			
<b>11. <input checked="" type="checkbox"/> X CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>2</u> COPIES TO ISSUING OFFICE.</b>			
<b>12. NAME OF CONTRACTOR/OFFICE</b>  BY:  <small>(Signature of person authorized to sign)</small>			
<b>15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY</b>  BY:  <small>(Signature of Contracting Officer)</small>			
<b>13. NAME AND TITLE OF SIGNER (Type or print)</b> Jon Monson Chairman	<b>14. DATE SIGNED</b> 7/27/11	<b>16. NAME OF CONTRACTING OFFICER (Type or print)</b> Lizbeth A. Bryan	<b>17. DATE SIGNED</b> November 29, 2010

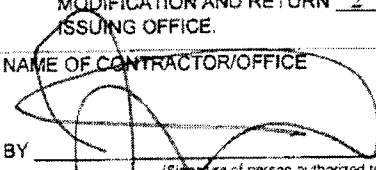
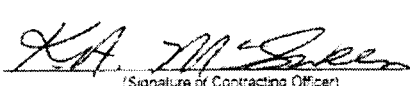
Contract Award Amount	<u>\$210,042,817.00</u>
Current Contract Value (Including Contract Award Amount & Executed Mods 001-021)	\$414,109,779.55
Modification 022	<u>\$ 11,752.65</u>
Current Contract Value	\$414,121,532.20
Modification 023	<u>457,958.00</u>
Current Contract value	\$414,581,490.20

**-END OF MODIFICATION 023-**



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
8201 Ardwick-Ardmore Road, Landover, MD 20785

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION M022		2. EFFECTIVE DATE (Same as block 17)	
3. ISSUED BY PURCHASING SECTION Karen A. McSween (202) 962-5542 Office of Procurement & Materials 8201 Ardwick-Ardmore Road Landover, MD 20785		4. ADMINISTERED BY (if other than block 3)	
5. CONTRACTOR NAME AND ADDRESS  Mr. Jon Monson Chairman of the Board MV Transportation, Inc. 4620 Westamerica Drive Fairfield, CA 94534  <small>(Street, city, county, state, and Zip Code)</small>		6. FORM TYPE (Check only one) <input checked="" type="checkbox"/> AMENDMENT OF SOLICITATION NO _____ DATE _____ (See block 7)  <input type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO <u>CO5108</u> DATE _____ (See block 9)	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (if required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to <u>The General Provisions, Article 2 Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION  Modification 022 is issued to facilitate necessary customizations to the Trapeze system to incorporate the new MetroAccess fare policies into the reservation, eligibility and web-booking systems. Per the Scope of Work and Proposals attached. Modification 022 is issued for a total amount of \$11,752.65. (Continued on Page 2)  <small>Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect</small>			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>2</u> COPIES TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE  BY  <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print) JON M MONSON CHAIRMAN	14. DATE SIGNED 8-31-10	16. NAME OF CONTRACTING OFFICER (Type or print) Karen A. McSween Contract Administrator	17. DATE SIGNED August 27, 2010

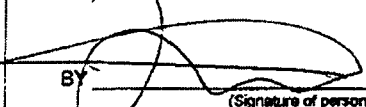
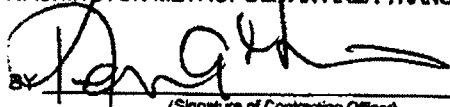
Contract Award Amount	<u>\$210,042,817.00</u>
Current Contract Value (Including Contract Award Amount & Executed Mods 001-021)	\$414,109,779.55
Modification 022	<u>\$ 11,752.65</u>
Current Contract Value	\$414,121,532.20

**-END OF MODIFICATION 022-**



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
8201 Ardwick-Ardmore Road, Landover, MD 20785

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION M021		2. EFFECTIVE DATE (Same as block 17)	
3. ISSUED BY PURCHASING SECTION Karen A. McSween (202) 962-5542 Office of Procurement & Materials 8201 Ardwick-Ardmore Road Landover, MD 20785		4. ADMINISTERED BY (If other than block 3)	
5. CONTRACTOR NAME AND ADDRESS  Mr. Jon Monson Chairman of the Board MV Transportation, Inc. 4620 Westamerica Drive Fairfield, CA 94534 <small>(Street, city, county, state, and Zip Code)</small>		6. FORM TYPE (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7) <input checked="" type="checkbox"/> X MODIFICATION OF CONTRACT/ORDER NO. <u>CO5108</u> DATE <u>September 22, 2005</u> (See block 8)	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (if required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> X This Change Order is issued pursuant to <u>The General Provisions, Article 2 Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION  Modification 021 is issued to increase the total Contract ceiling by \$100,000,000.00 for services required through the Option One Period ending June 30, 2011. (Continued on Page 2)  <small>Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</small>			
11. <input checked="" type="checkbox"/> X CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>2</u> COPIES TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE <u>MV TRANSPORTATION INC.</u>  BY  <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print) <u>Jon Monson Chairman</u>	14. DATE SIGNED <u>11-23-10</u>	16. NAME OF CONTRACTING OFFICER (Type or print) <u>Kevin A. Green</u>	17. DATE SIGNED <u>November 5, 2010</u>

1. The Contract Price is adjusted as follows as a result of this Modification:

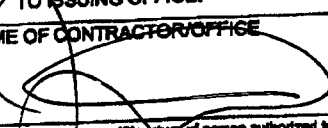
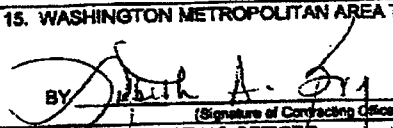
Contract Award Amount (Includes \$6,500,000 funded on August 28, 2009 For payment of Performance Incentives and Fuel Escalation per MEAD #98482)	\$210,042,817.00
Executed Modifications (001-020) (Includes Modification 10 as fully funded In the amount of \$582,095)	<u>\$104,066,962.55</u>
Contract Total	\$314,109,779.55
This Modification (Mod 021)	<u>\$100,000,000.00</u>
New Contract Price – Not to Exceed	\$414,109,779.55

**-END OF MODIFICATION 021-**



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
600 Fifth Street, NW, Washington, DC 20001-2631

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION Modification 2D		2. EFFECTIVE DATE (Same as block 17)	
3. ISSUED BY PURCHASING SECTION Office of Procurement and Materials R. Kelly, Contract Administrator		4. ADMINISTERED BY (if other than block 3)	
5. CONTRACTOR NAME AND ADDRESS  MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400  <small>(Street, city, county, state, and Zip Code)</small>		6. FORM TYPE <small>(Check only one)</small> <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. DATE _____ <small>(See block 7)</small>  <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <u>COS108</u> Date: <u>September 22, 2005.</u>	
7. <input type="checkbox"/> THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning <u>1</u> copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (if required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS <input checked="" type="checkbox"/> This Change Order is issued pursuant to <u>General Provision, Section 2, Changes Clause.</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION  This action is to exercise Option One under Contract COS108. The period of performance of Option One is January 15, 2010 through June 30, 2011. The contract price is increased by \$40,978,133.50 for services through June 30, 2010. Funding beyond June 30, 2010 is subject to the availability of funding for fiscal year 2011.  <small>Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</small>			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>1</u> COPIES TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE  BY  <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print)  Jon Monson <i>Contract Administrator</i>	14. DATE SIGNED  11/24/10	16. NAME OF CONTRACTING OFFICER (Type or print)  Lizbeth A. Bryan	17. DATE SIGNED  1-13-2010



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

CONTRACT MODIFICATION CONTINUATION

CONTRACT COS108  
MODIFICATION NO. 20  
PAGE 2 OF 2

2. The Contract price is adjusted as follows as a result of this Modification:

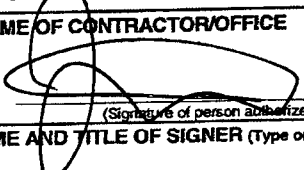
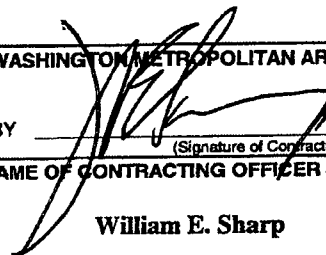
Contract Summary:	
Award Amount	\$210,042,817.00
Executed Modifications (001-019)	\$ 63,088,829.05
Current Price:	\$273,131,646.05
This Modification No. 20:	<u>\$ 40,978,133.50</u>
New Contract Price:	\$314,109,779.55

3. All other terms and conditions of Contract COS108 remain unchanged by this modification.

END OF MODIFICATION NO. 20



**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION <b>Mod 019</b>		2 EFFECTIVE DATE (Same as block 17)	
3. ISSUED BY PURCHASING SECTION Kunj Behari Contract Administrator Office of Procurement & Materials		4. ADMINISTERED BY (if other than block 3)	
5. CONTRACTOR NAME AND ADDRESS MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400 <small>(Street, city, county, state, and Zip Code)</small>		6. FORM TYPE (Check only one) AMENDMENT OF SOLICITATION NO. _____ <input type="checkbox"/> DATE _____ (See block 7) MODIFICATION OF CONTRACT/ORDER NO. <b>CO5108</b> <input checked="" type="checkbox"/> DATE <b>September 22, 2005</b> (See block 9)	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers is <input type="checkbox"/> extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning <u>one (1)</u> copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (if required)  N/A			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to <u>the change clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION Provide Administrative Assistant to support the Director of MetroAccess Services.  ----- MODIFICATION 019 Page 1 of 2 -----  Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>1</u> COPIES TO ISSUING OFFICE		12. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE BY  <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print) <b>JON M MONSON, CHAIRMAN</b>	14. DATE SIGNED <b>10-29-09</b>	16. NAME OF CONTRACTING OFFICER (Type or print) <b>William E. Sharp</b>	17. DATE SIGNED <b>290909</b>

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
CONTRACT MODIFICATION CONTINUATION

CONTRACT C05108  
MODIFICATION NO. 019  
PAGE 2 OF 2

3. The Contract Value is adjusted as follows as a result of this Modification:

Contract Summary:

Award Amount (Including \$6,500,000 funded on August 28, 2009 for payment for Performance Incentives and Fuel Escalation Per MEAD#98482)	\$ 210,042,817.00
Executed Modifications (001 - 018)	<u>\$ 59,060,801.55</u>
Current Value	\$ 269,103,618.55
This Modification ( Mod 019)	<u>\$ 6,161.00</u>
New Contract Value – not to exceed	\$ 269,109,779.55

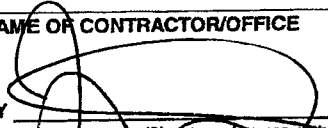
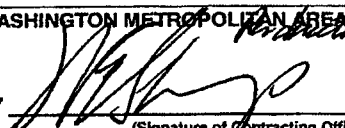
4. All other terms and conditions of Contract CO5108 remain unchanged by this modification.

————— END MODIFICATION 019 —————



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
600 Fifth Street, NW, Washington, DC 20001-2651

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION <b>M 018</b>		2. EFFECTIVE DATE <b>(Same as block 17)</b>	
3. ISSUED BY CONTRACTS SECTION <b>Kunj Behari PRMT (Room 301-E) Office of Procurement</b>		4. ADMINISTERED BY (If other than block 3)	
5. CONTRACTOR NAME AND ADDRESS <b>MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400</b> <small>(Street, city, county, state, and Zip Code)</small>		6. (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <b>C05108</b> DATE <b>September 22, 2005</b> (See block 9)	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (If required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to <u>the Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ it modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION <b>Increases total contract ceiling to provide for services required through the Contract Base Period ending on January 14, 2010.</b>  <p style="text-align: center;">----- MODIFICATION 018 Page 1 of 2 -----</p> <b>Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</b>			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND <u>ONE</u> COPY TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE BY  <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print) <b>Jon M Monson (CHAIRMAN)</b>	14. DATE SIGNED <b>10/28/09</b>	16. NAME OF CONTRACTING OFFICER (Type or print) <b>William E. Sharp</b>	17. DATE SIGNED <b>19 Oct 09</b>

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**  
**CONTRACT MODIFICATION CONTINUATION**

**CONTRACT C05108**  
**MODIFICATION NO. 018**  
**PAGE 2 OF 2**

3. The Contract Value is adjusted as follows as a result of this Modification:

**Contract Summary:**

<b>Award Amount</b>	<b>\$210,042,817.00</b>
<b>(Including \$6,500,000 funded on August 28, 2009 for payment for Performance Incentives and Fuel Escalation Per MEAD#98482)</b>	
<b>Executed Modifications (001 - 017)</b>	<b><u>\$ 7,560,801.55</u></b>
<b>Current Value</b>	<b><u>\$217,603,618.55</u></b>
<b>This Modification ( Mod 018)</b>	<b><u>\$ 51,500,000.00</u></b>
<b>New Contract Value</b>	<b>\$269,103,618.55</b>

4. All other terms and conditions of Contract C05108 remain unchanged by this modification.

----- END MODIFICATION 018 -----



**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

<p>1. AMENDMENT/MODIFICATION <b>017, Part 1</b></p>	<p>2. EFFECTIVE DATE <b>(Same as block 17)</b></p>		
<p>3. ISSUED BY CONTRACTS SECTION <b>Kunj Behari PRMT (Room 301-E) Office of Procurement</b></p>	<p>4. ADMINISTERED BY (If other than block 3)</p>		
<p>5. CONTRACTOR NAME AND ADDRESS <b>MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400</b></p> <p><small>(Street, city, county, state, and Zip Code)</small></p>	<p>6. (Check only one)</p> <p><input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____</p> <p>DATE _____ (See block 7)</p> <p><input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <b>C05108</b></p> <p>DATE <b>September 22, 2005</b> (See block 9)</p>		
<p><b>7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS</b></p> <p><input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>			
<p><b>8. ACCOUNTING AND APPROPRIATION DATA (If required)</b></p>			
<p><b>9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS</b></p> <p>(a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to <u>the Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order.</p> <p>(b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10.</p> <p>(c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.</p>			
<p><b>10. DESCRIPTION OF AMENDMENT/MODIFICATION</b></p> <p><b>1. Provide for cost associated with the relocation of call center from Silver Spring to Prince Georges Plaza.</b> <b>2. This is a PART 1 Modification in the not-to-exceed amount of \$100,000. The final amount of this modification is contingent upon receipt of cost details, negotiations and subject to audit adjustment and will be finalized in a PART 2 modification.</b></p> <p style="text-align: center;">----- MODIFICATION 017, Page 1 of 2 -----</p> <p style="font-size: 1.2em;">Subject to details in attached letter. </p> <p style="font-size: 0.8em;">Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</p>			
<p>11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND ONE COPY TO ISSUING OFFICE.</p>			
<p><input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT</p>			
<p>12. NAME OF CONTRACTOR/OFFICE</p> <p>BY </p> <p style="font-size: 0.8em;">(Signature of person authorized to sign)</p>	<p>15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY</p> <p>BY </p> <p style="font-size: 0.8em;">(Signature of Contracting Officer)</p>		
<p>13. NAME AND TITLE OF SIGNER (Type or print)</p> <p><b>Jon Monson Chairman</b></p>	<p>14. DATE SIGNED</p> <p><b>8/15/05</b></p>	<p>16. NAME OF CONTRACTING OFFICER (Type or print)</p> <p><b>William E. Sharp</b></p>	<p>17. DATE SIGNED</p> <p><b>20 Sep 05</b></p>

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**  
**CONTRACT MODIFICATION CONTINUATION**

**CONTRACT C05108**  
**MODIFICATION NO. 017, PART 1**  
**PAGE 2 OF 2**

3. **The Contract Value is adjusted as follows as a result of this Modification:**

**Contract Summary:**

<b>Award Amount</b>	<b>\$203,542,817.00</b>
<b>Executed Modifications (001 - 016)</b>	<b><u>\$ 7,460,801.55</u></b>
<b>Current Value</b>	<b>\$211,003,618.55</b>
<b>This Modification ( Mod 017 Part 1)</b>	<b><u>\$ 100,000.00</u></b>
<b>New Contract Value</b>	<b>\$211,103,618.55</b>


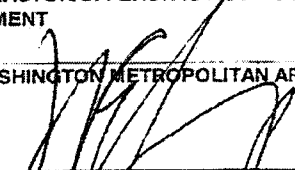
4. **All other terms and conditions of Contract C05108 remain unchanged by this modification.**

----- **END MODIFICATION 017, PART 1** -----



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
600 Fifth Street, NW, Washington, DC 20001-2651

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION <b>016</b>		2. EFFECTIVE DATE <b>April 20, 2009</b>	
3. ISSUED BY CONTRACTS SECTION <b>Kunj Behari PRMT (Room 301-E) Office of Procurement</b>		4. ADMINISTERED BY (If other than block 3)	
5. CONTRACTOR NAME AND ADDRESS <b>MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400</b> <small>(Street, city, county, state, and Zip Code)</small>		6. (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <b>C05108</b> DATE <b>September 22, 2005</b> (See block 9)	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (If required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to the <u>Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION <b>1. Provide Support for the Office of Eligibility Certification In accordance with the MV Transportation, Inc. Proposal dated April 28, 2008.</b> <b>2. Modification 016 is in the not-to-exceed amount of \$58,205.</b>			
----- MODIFICATION 016, Page 1 of 2 -----			
Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND ONE COPY TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE BY  <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print) <b>Jon Monson Contract Manager</b>	14. DATE SIGNED <b>6-8-09</b>	16. NAME OF CONTRACTING OFFICER (Type or print) <b>William E. Sharp</b>	17. DATE SIGNED <b>2 June 09</b>



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

CONTRACT MODIFICATION CONTINUATION

CONTRACT C05108  
MODIFICATION NO. 016  
PAGE 2 OF 2

3. The Contract Value is adjusted as follows as a result of this Modification:

Contract Summary:

Award Amount	\$203,542,817.00
Executed Modifications (001 - 014)	\$ <u>7,402,596.55</u>
Current Value	\$210,945,413.55
This Modification ( Mod 016)	\$ <u>58,205.00</u>
New Contract Value	\$211,003,618.55

4. All other terms and conditions of Contract C05108 remain unchanged by this modification.

----- END MODIFICATION 016 -----

**SCOPE OF WORK  
SERVICE ENHANCEMENT OF PARATRANSIT SERVICES**

**CONTRACT #C-05108**

**1.0 ELIGIBILITY CERTIFICATION OFFICE SUPPORT**

**1.1 Eligibility Reservations Coordinator**

The PM shall provide one (1) person to coordinate ride reservations for applicants traveling to and from the Office of Eligibility Certification's Transit Accessibility Center (TAC), located in the Jackson Graham Building, 600 Fifth Street NW, Washington, DC 20001.

**1.1.1 Duties and Responsibilities**

The required duties include, but are not limited to, scheduling customer trips based on their appointment dates and times as determined by WMATA Staff; establishing telephone contact with customers to confirm their reservation and provide pick-up window(s) one day prior to service; coordination with MV's scheduling department to verify customer trips are properly scheduled prior to the day of service, making adjustments as necessary for cancellations; and performing dispatch-related duties to ensure customers arrive on time for their scheduled visit.

**1.1.2 Required Skills**

- Must be proficient in the use of WMATA/Metro's Trapeze software for the purposes of trip scheduling
- Must have a minimum of one year of experience in trip movement and dispatching
- Must possess excellent verbal and written communication skills
- Must have experience working directly with the public.

**1.1.3 PM Requirements and Responsibilities**

The PM will ensure that this position is occupied on a full-time basis during the TACs operating hours (Monday – Friday, 8:30 – 17:00). MV shall guarantee that a suitable substitute will be provided in case of employee absence due to illness, vacation, or any other reason of absence including, but not limited to scheduled or unscheduled leave, or termination.

One (1) 30-minute lunch break and two (2) 15 minutes breaks shall be covered by Call Center at the TAC.

#### **1.1.4 WMATA Requirements and Responsibilities**

WMATA reserves the right to modify the start work and stop work times for specific days of the week at its sole discretion, not to exceed 8½ hours per workday. WMATA will provide adequate notice to MV should an adjustment become necessary.

While the successful candidate will be an employee of MV Transportation, they will work under the direction of the Director of the Office of Eligibility Certification on site at the TAC. WMATA, at its sole discretion, reserves the right to approve and/or remove the individual serving in this capacity.

WMATA shall pay the cost and expense of transportation provided by METRO. Parking shall be provided by WMATA.

Computer, set-up, license and access to Trapeze shall be provided by WMATA at a suitable workstation.

### **2.0 COMMUNICATION**

#### **2.1 Two-Way Radios**

To enhance effective communication, a two-way radio system shall be used so that the Eligibility staff on site at the TAC can communicate with MV's dispatch office and with vehicle operators to ensure timely and accurate service is provided.

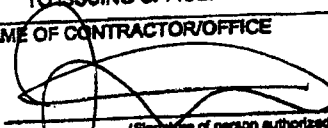

#### **2.2 Arrival at the Office of Eligibility**

Vehicle operators will be required to announce their arrival at the TAC via two-way radio so a WMATA/Metro employee can meet and escort arriving customer into the facility.



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
 600 Fifth Street, NW, Washington, DC 20001-2851

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION Modification 15		2. EFFECTIVE DATE (Same as block 17)	
3. ISSUED BY PURCHASING SECTION Office of Procurement and Materials Room 301D		4. ADMINISTERED BY (if other than block 3)	
5. CONTRACTOR NAME AND ADDRESS  MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400  <small>(Street, city, county, state, and Zip Code)</small>		6. FORM TYPE (Check only one) AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> DATE _____ (See block 7)  MODIFICATION OF CONTRACT/ORDER NO. <u>CO5108</u> Date: <u>September 22, 2005</u>	
7. <input type="checkbox"/> THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning <u>1</u> copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (if required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS <input checked="" type="checkbox"/> This is Change Order is issued pursuant to <u>General Provision, Section 2, Changes Clause.</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION 1. This Modification No. 15 addresses the following contractual issues: Reimbursement for Vehicle Liability Insurance Cost, Fuel Adjustments, Fleet Maintenance & Technician Requirements, Dedicated Vehicle Preventive Maintenance, Revised Period of Performance for Options, Productivity, Dedicated and Non- Dedicated Services, Taxi Reimbursement, Call Center Reimbursement and Minimum Staffing Levels, Provision of Assets, Vehicle Registrations, State & Emissions Inspections, Accident & Incident Reporting. 2. Additional Staffing in the total amount of \$4,021,866.50 through June 30, 2010, subject to audit. 3. Mod 15 was executed subsequent to Mods 16-19.  <small>Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.</small>			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>1</u> COPIES TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE BY  <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print) Jon Monson, CA Admin	14. DATE SIGNED 11/14/2010	16. NAME OF CONTRACTING OFFICER (Type or print) Lizbeth A. Bryan	17. DATE SIGNED 1-13-2010

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

CONTRACT MODIFICATION CONTINUATION

CONTRACT CO5108  
MODIFICATION NO. 15  
PAGE 2 OF 2

4. The Contract price is adjusted as follows as a result of this Modification:

Contract Summary:	
Award Amount	\$210,042,817.00
Executed Modifications (001-019 except Mod. 15)	\$ 59,066,962.55
Current Price:	\$269,109,779.55
This Modification No. 15:	<u>\$ 4,021,866.50</u> , subject to audit
New Contract Price:	\$273,131,646.05

5. All other terms and conditions of Contract CO5108 remain unchanged by this modification.

END OF MODIFICATION NO. 15

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
CONTRACT #C-05108  
OPERATION OF METROACCESS SERVICE  
MODIFICATION #015**

**1.0 REIMBURSEMENT FOR VEHICLE LIABILITY INSURANCE COSTS**

- a. Effective July 1, 2008 the Contractor shall reduce the cost per revenue hour charged for dedicated service (see §1.1(a) below) by the amount corresponding to the anticipated vehicle insurance costs included in the cost per revenue hour rate (\$2.37 per revenue hour as of this date). WMATA (Metro) will reimburse the Contractor vehicle insurance costs incurred for the dedicated fleet in the amount of \$8,914 per vehicle per year to be paid on monthly basis (\$742.83 or annual rate+12).
- b. In order for WMATA to fully reimburse the Contractor for vehicle liability insurance costs the Contractors must achieve the productivity of 1.1 MetroAccess customer trips per revenue hour on the dedicated and non-dedicated service (but excluding taxi).
- c. If the productivity falls below the selected standard of 1.1 MetroAccess customer trips per revenue hour, the following formula shall be used to compute the portion of reimbursement WMATA will pay:

$$\text{Productivity Adjustment Factor} = \text{Productivity Achieved} + 1.1$$

Note: The productivity adjustment factor shall be always less than 1.0.

- e. No insurance costs shall be reimbursed for vehicles that are declared out of service by WMATA or Contractor. Out of service vehicles shall be vehicles out of service more than 30 days due to an accident when such vehicle has been declared a total loss by the Contractor's insurance company or for vehicles removed from the care, custody and control of Contractor by WMATA in writing for any reason. In the event the Contractor fails to report a serious accident to WMATA and a vehicle is later declared a total loss by the Contractor's insurance company, then Contractor shall reimburse WMATA any vehicle insurance premiums for said vehicle retroactive to the date of the accident. This shall not relieve Contractor of any other assessment that may be imposed herein. Out of

service reporting and criteria shall be governed by the procedures set forth in Attachment "A".

- f. Insurance charges for additional dedicated vehicles shall not begin until such vehicle has been delivered by WMATA to Contractor.
- g. With the retirement of the 75 surplus vehicles provided at the inception of the contract, the insurance provisions in Modification 003 and the authorization to operate in Modifications 009 and 011 are no longer applicable. Consequently, the corresponding monthly installments (\$70,746.21) will be discontinued in favor of the aforementioned reimbursement calculation. 1) Notwithstanding this change, Contractor shall be reimbursed for actual MDC airtime charges that were computed as part of the \$70,746.21 monthly installments. MV should provide documentation of the actual MDC airtime charges.
- h. This provision of the contract modification shall be effective as of July 1, 2008 and reimbursement shall also be retroactive to that date.
- i. The schedule included as Attachment A-1 herein shall be used to determine the number of dedicated vehicles in service from the July 1, 2008 through November 30, 2009.

#### **1.1 DEDICATED VEHICLES**

- a. Effective upon the execution of this Contract Modification 015, for the purpose of reimbursement for vehicle liability insurance costs and for all other aspects of this contract, the designation "Dedicated Vehicle" shall be defined as vehicles which are: 1) owned by Metro or acquired by MV Transportation with Metro's written approval; and 2) provide paratransit service exclusively for the MetroAccess program. Dedicated vehicles must be equipped with Metro-approved MDCs and DriveCams, and must display standardized and approved MetroAccess graphics at Metro's expense. Compliance with WMATC registration requirements are the responsibility of the Contractor.
- b. Effective upon the execution of this Contract Modification 015, the term "Dedicated Service" shall apply only to the vehicles and services defined in (a) above. The Contractor will be reimbursed on a revenue hour basis at the contractually agreed-upon hourly rate only for vehicles which meet the above definition of a dedicated vehicle. All other vehicles providing MetroAccess service (with the exception of taxicabs), will be considered non-dedicated vehicles regardless of the extent of exclusivity to the program, and will be reimbursed on

the contractually agreed-upon per-trip rate. In no case may rental vehicles be used (except as specifically authorized in writing by Metro under the vehicle replacement policy for stolen vehicles or those determined to be a total loss, or for other reasons at Metro's sole discretion). For the express purpose of clarity, the terms "Rental Vehicle" and "Non-Dedicated Vehicle" apply to any vehicle(s) that do not specifically meet the definition of a Dedicated Vehicle as set forth in (a) above. Rental vehicles which are approved for use by Metro will be reimbursed at the contractually agreed-upon rate for non-dedicated vehicles. Reimbursement rates for taxicabs are defined in §7.0 of this document.

## 2.0 FUEL ADJUSTMENT ESCALATION/DE-ESCALATION

- a. As it is WMATA's objective to provide fuel directly to as many MetroAccess operating locations as possible, this provision shall apply to the minority of locations (if any) where the Contractor continues to provide fuel. By mutual agreement of the parties, this provision of the Modification replaces § 5 titled Fuel Adjustment – Fuel Price Escalation/De-escalation Provision of the RFP as amended by Amendment No. 7 dated September 2, 2005.
- b. Effective July 1, 2009, adjustment to fuel price (only for Contractor locations not receiving fuel from WMATA) will be made monthly utilizing the Monthly Gasoline Index (Central Atlantic (PADD 1B) Regular Reformulated Retail Gasoline Price (cents per gallon) as published by the US Department of Energy at: [http://tonto.eia.doe.gov/dnav/pet/hist/mg\\_rr\\_1bm.htm](http://tonto.eia.doe.gov/dnav/pet/hist/mg_rr_1bm.htm). The Fuel adjustment shall be computed using the following formula and shall be included in the monthly invoice:

*Fuel Adjustment per Revenue Hour for Dedicated Vehicles*

$$(\$/\text{Revenue Hour}) = 2.54 \times (\text{Index Price Cents per Gallon for the Month} - 289)/289$$

- c. Contractor shall provide WMATA with proof of payment at its request to subcontractors for their respective share of the escalation or de-escalation payment within 30 days of Contractor's receipt of payment from WMATA. Contractor shall ensure that all subcontractors, for whom direct-fueling arrangements have been made, use WMATA supplied fuel exclusively unless due to operational necessity (i.e., a vehicle needing fuel mid-shift) or unless such fuel is not delivered by WMATA's supplier. In addition to the aforementioned, Contractor shall immediately ensure that the provisions of Modification 12 (parts one and two) of this contract [fuel facility – Challenger transportation] as they



apply to this paragraph (2.0-c), are fully implemented.

- d. The provision of WMATA supplied fuel shall be governed by Attachment "B" of this Contract Modification 015.

### **3.0 FLEET MAINTENANCE AND TECHNICIAN REQUIREMENTS**

- a. WMATA and Contractor agree maintenance technician staffing levels for dedicated vehicles will remain consistent with Schedule B-1 of Attachment "E" herein. Accordingly for the time period beginning January 15, 2010 and ending June 30, 2011, Contractor will maintain a minimum base technician staffing level of fifty-four (54) technicians, and from July 1, 2011 to June 30, 2013, that number will increase to 68. Contractor shall meet the requirement continuously at all locations where dedicated vehicles are garaged and serviced, with the provision that Contractor will be permitted to adjust this staffing level based on the number of vehicles operated by garage locations that outsource maintenance as referenced in (b) below. Contractor shall report its technician staffing to the COTR monthly. Failure of the Contractor to meet minimum maintenance technician staffing levels for any contiguous 30-day period will result in a refund to WMATA of a dollar amount equivalent to the entire cost of the unstaffed position(s) for said time period, including all fringe, profit and G&A expenses.
- b. Outsourced maintenance at any Contractor facility shall be approved at the sole discretion of WMATA. The current outsourced maintenance arrangements in place as of the date of this Modification 015 are deemed approved by WMATA pending results of the third party independent quality assurance inspection specified in Paragraph (d) below. In order to determine the reduction in the number of technicians in Section 3.0(a) herein attributed to outsourced maintenance, that number shall be determined by dividing the number of dedicated vehicles assigned to any Contractor facility where outsourced maintenance has been approved by WMATA by 7
- c. Section 7.3 Scope of Services dated August 12, 2005 of the contract specifies vehicle maintenance record keeping and software requirements. Contractor shall ensure that all vehicle maintenance data be accurately entered into Fleet Focus and audited as set forth in their proposal. As such, data entered into Fleet Focus shall serve as the basis for NTD and other required regulatory reports.
- d. Solely in consideration of Contractor's admitted lack of past data in Fleet Focus, the Contractor shall fund a 100% quality assurance inspection of the fleet in the not to exceed amount of \$300,000, to be performed under the direction of WMATA by an independent Contractor selected by WMATA through competitive

procurement procedure. This requirement is solely for the first year of the use of the independent Contractor, unless WMATA determines the results of the audit are unsatisfactory, in which case WMATA and Contractor shall negotiate for an extension to this program. The inspections will be performed quarterly during calendar year 2011 (FY 2010 –FY 2011) for 25% of the fleet (vehicles selected at random by the inspector) at each inspection. It is expressly understood that all vehicle maintenance records must be continuously available and are subject to review by WMATA at all times. The sole standards to be used during such quality assurance inspection will be those standards contained in the Scope of Work of this Contract. The Contractor shall have the right to be present during all inspections and to offer documentation of any disagreement(s) with the outside inspector; however WMATA's determination will be binding on Contractor. The Contractor shall at its sole expense be required to make all necessary repairs to bring up to standard any vehicle found to be out of compliance with contractual or safety requirements.

- e. (1) For any dedicated vehicle operated less than four years from the first date when the vehicle was placed in service when new, the Contractor shall be solely responsible for all repairs at its cost.
- (2) In the event any dedicated vehicle is operated beyond the four-year life expectancy established in this Contract, then Contractor shall be entitled to reimbursement by WMATA in the event of the failure of a major component (as specified in Attachment "C") on said vehicle. Reimbursement for the replacement of listed major components is subject to the terms and conditions set forth in Attachment "C".
- (3) Each major component has a life expectancy, in miles, as detailed in Attachment "C" to this modification. In the event any vehicle that has been in service greater than four (4) years requires replacement of a listed major component as set forth in Attachment "C" and in § 3.0(e),(2) above, Contractor shall ensure that such replaced components attain the expected lifespan in miles for the stated component. Should any major component listed in Attachment "C", for any vehicle that has exceeded four (4) years of service require a subsequent replacement of same component, Contractor shall be reimbursed on a pro-rata basis to be determined by the percentage of the expected component lifespan in mileage actually achieved. For example, if a component which has been previously replaced fails 90,000 miles after being replaced and the life expectancy for that component is 100,000 miles, then WMATA will reimburse Contractor 90% of the replacement cost, provided Contractor complies with WMATA authorization procedures.

- f. WMATA and Contractor agree that Shop Supervisors (Foreman) and maintenance technicians classified as "A"-Technicians, shall meet the qualifications contained in Attachment "D". Those current supervisors and technicians who do not currently meet these standards shall be given a period of 12 months from the date this Contract Modification 015 is executed to qualify in accordance with the standards in Attachment "D", or they shall no longer be qualified as supervisors or "A"-Technicians pursuant to this Contract. Contractor shall implement a program at all garage locations including those of its Subcontractors to assist technicians in obtaining and maintaining required certifications through training and management support.
- g. **DEDICATED VEHICLE PREVENTIVE MAINTENANCE INTERVAL:** Shall remain unchanged from the current contract requirement of one preventive maintenance service every 6,000 miles. Contractor will provide documented evidence of preventive maintenance services performed to the COTR on a monthly basis. At a minimum, the report must contain the PMI service date, vehicle number; VIN number; mileage at PMI service; and miles elapsed since the previous PMI service. Failure to consistently perform preventive maintenance services in a timely manner (within (+/-) 10% of the required mileage interval) will result in the assessment of Liquidated Damages in the amount of \$500 per affected vehicle during any given reporting month. Compliance with PMI service interval requirements will be determined from empirical observation and/or review of maintenance documentation and records.

#### **4.0 PERFORMANCE PERIOD FOR OPTIONS**

- a. Period of performance for the two options in the contract will be adjusted as follows:
  - Option 1 – From January 15, 2010 to June 30, 2011
  - Option 2 – From July 1, 2011 to June 30, 2013.
- b. Notwithstanding the agreed change in option period, the right to exercise the option is exclusively a WMATA prerogative as contained in the Contract.
- c. The rates for Option 1 and Option 2 periods shall be contained in Attachment "E".

#### **5.0 PRODUCTIVITY**

- a. In consideration of the other provisions contained in the contract modification, WMATA and Contractor agree that there are no further damages owed to WMATA for productivity for the period prior to July 1, 2009 and Contractor agrees

not to dispute any damages that may have been assessed by WMATA prior to July 1, 2009.

- b. It is understood that incentives and disincentives for productivity will continue to apply, even if the numerical threshold is changed by mutual agreement.

## 6.0 NON-DEDICATED SERVICE

- a. WMATA and Contractor agree that the purpose of non-dedicated service is to provide additional capacity for MetroAccess to the extent that service cannot be provided to passengers by dedicated vehicles or taxi. WMATA reserves the right to determine which segments of service are to be provided by non-dedicated vehicles and to revise such determinations from time-to-time as needed. Terms and conditions set forth in § 3.1 Non-Dedicated Service of Contract Modification 009 remain in effect with the following revisions:

- 1) **§ 3.1.1 Compensation** - Beginning January 1, 2010 and ending June 30, 2011, the PM will be compensated for non-dedicated service on a per-trip basis according to the rate for non-dedicated vehicles specified in Attachment "E". Taxi reimbursement rates are defined in § 7.0 below and will no longer apply to trips performed by non-dedicated vehicles.
- 2) **§ 3.1.4 Vehicle Maintenance Requirements** – Non-dedicated vehicles will be held to the same preventive maintenance interval as the dedicated fleet (see § 3.0(g)). Modification 009 specifies a maintenance requirement identical to those of taxi providers. However, a more consistent maintenance interval for non-dedicated vehicles would be that specified for the dedicated fleet.
- 3) **§ 3.1.6 Fare Collection** – With the establishment of the MetroAccess EZ-Pay system, this paragraph is no longer applicable.

- b. **Standards for Drivers:** Non-dedicated service providers will be required to deploy drivers in uniforms and WMATA-approved, Contractor-issued MetroAccess ID badges that are readily visible to customers. Drivers providing non-dedicated service shall comply with the same standards (including federally mandated drug and alcohol testing) that apply to the dedicated service drivers. Additionally, those drivers must complete the same hiring qualification and training regimen as dedicated service drivers, and they are required to provide service in the exact same manner as dedicated service drivers.

- c. **Vehicle Insignia:** It is vital that customers be able to readily recognize a vehicle as being part of the MetroAccess program. The MetroAccess insignia that was

developed and implemented in 2006 is the only official logo of the service and at its discretion, WMATA may require non-dedicated vehicles to display the MetroAccess Insignia while in the provision of MetroAccess service. A copy of the graphics standard for the MetroAccess logo and graphics appears as Attachment "F" of this document. WMATA will provide Contractor with an electronic copy of the MetroAccess logo.

- d. **Use of Rental Vehicles:** The use of rental vehicles is not permitted without the express written consent of WMATA (see § 1.1b).
- e. Mobile Data Computers (MDCs) and DriveCams will be installed in non-dedicated vehicles at WMATA's sole discretion and expense.
- f. ALL other terms, conditions and provisions set forth in Modification 009 remain unchanged.

#### **7.0 TAXI REIMBURSEMENT**

- a. WMATA shall reimburse Contractor for taxi trips on a per-mile basis effective July 1, 2009. The amount of miles for each trip shall be determined by the taxi meter and shall be based on the origin and destination of each trip provided by taxi.
- b. Effective July 1, 2009 the taxi rates shall be reimbursed on a per mile basis at the rates contained in Attachment "E". Contractor will submit supporting documentation for taxi billing and mileage as an attachment to its monthly invoice to WMATA.
- c. Contractor and WMATA will maintain ongoing communication on trip distribution. The COTR will provide Contractor with periodic direction regarding taxi trip distribution.

#### **8.0 CALL CENTER REIMBURSEMENT AND MINIMUM STAFFING LEVELS**

- a. Call center staffing shall be adjusted according to the proposal contained within Attachment "E" Schedule B-1 of this document, which has been approved by WMATA. Reimbursement will be in the form of a one-time adjustment not to exceed the amount specified in Attachment "E", Schedule B-2.,
- b. In consideration for this Contract modification 015, Contractor shall be required to maintain the staffing levels contained in Schedule B-1 in Attachment "E".
- c. Contractor shall report all call center positions to WMATA on a monthly basis. In the event that any position remains unfilled for that month, then Contractor shall provide a credit to WMATA equal to the loss of value for not having that position, as specified in Schedule B-1 in Attachment "E". The loss of value shall be

calculated by multiplying the hourly rate contained in Schedule B-1 of Attachment "E" for the unfilled position by 173.33 hours per month, plus an additional 30.76% of this direct labor for fringe benefits, plus 6.6% for G&A expense plus 5% for the management fee.

## **9.0 PROVISION OF ASSETS**

- a. With the exception of those vehicles, MDCs and Drive Cam units for which WMATA is currently leasing from Contractor pursuant to the terms of this Contract, the provision of all future vehicles, MDCs and Drive Cam units shall be made directly by WMATA.
- b. WMATA shall be responsible for repairs or replacement of all MDC and Drive Cam units which exceed four years from the date of purchase, except in the case of damage or loss, caused by the negligence of Contractor. MDCs or DriveCams rendered inoperative due to physical damage or loss will be immediately repaired or replaced by the Contractor at its sole expense. The repair of units over 4 years old shall follow the same approval policies contained in Attachment C.
- c. Contractor and WMATA shall conduct a joint, semiannual physical inventory of all WMATA-owned fixed assets.

## **10.0 VEHICLE REGISTRATIONS, STATE AND EMISSIONS INSPECTIONS**

- a. Vehicle registrations (license tags), as well as state and local safety and emissions inspections must be maintained in a current state for all dedicated vehicles under the care and control of the Contractor or its subcontractors. Contractor will report the registration and inspection status of all dedicated vehicles to the COTR on a monthly basis and will provide copies of all registration and inspection renewals as they are completed. Failure by the Contractor or its subcontractors to maintain 100% compliance with this requirement (extensions obtained by the Contractor or its subcontractors for ANY reason will not relieve the Contractor of its responsibility under this section) will be treated as an Administrative Failure to Perform. In all such cases, Contractor will be assessed the sum of \$100 per vehicle, per occurrence.

## **11.0 ACCIDENT AND INCIDENT REPORTING**

- a. Accidents or incidents resulting in 1) injuries (including fatalities); 2) acts of workplace violence; 3) high-value property damage; 4) vehicle towing; or 5) law

enforcement involvement must be reported via telephone to Metro management (Director, MetroAccess or designee) within 30 minutes of the report of the accident or incident to Contractor's dispatcher or other supervisory personnel. Final written reports and documentation (including incident reports, employee statements, management / supervisory statements, photographs, video clips, and police reports) are due to Metro management (Director, MetroAccess or designee) within 48 hours of the accident or incident.

- b. All other accidents and/or incidents (including unauthorized personnel in secure areas, or any other driver or passenger safety-related incidents aboard MetroAccess vehicles) must be reported via Quask and/or other electronic means (email) to Metro management (Director, MetroAccess or designee) within 30 minutes of the report of the accident or incident to Contractor's dispatcher or other supervisory personnel. Final written summaries and documentation (as needed) are due to Metro management (Director, MetroAccess or designee) within 24 hours of the accident or incident.
- c. The reporting requirements set forth in (a) and (b) above are to be considered "zero-tolerance". However, any failure to report accidents or incidents referenced in (a) above within the 30-minute requirement will result in the assessment of liquidated damages ranging from a minimum of \$1,000 to a maximum of \$5,000 per month.

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## ATTACHMENT A

### TOTAL LOSS - VEHICLE REPLACEMENT PROCEDURE

The following process is used by Contractor when WMATA-owned vehicles must be replaced as the result of an accident, theft or fire, and deemed to be a total loss. Contractor will make best efforts to ensure the process is completed within thirty (30) days after vehicle is determined to be a "total loss".

1. Contractor shall advise WMATA of a potential "total loss" upon investigation of incident or event (fire/stolen vehicle/accident).
2. If, after investigation (which is anticipated to be 5 days) the vehicle is declared a total loss, Contractor will contact WMATA claims personnel to negotiate settlement of the claim. Within 30 days of total loss determination and written verification from WMATA as to which option below they select. Contractor will at WMATA's sole option:
  - a. Provide a fair market cash settlement amount (fair market value will be determined by mutual agreement ) or
  - b. Provide similar type/condition vehicle replacement with like vehicle (same age or newer) with clear title.
3. Contractor will provide a Property Damage Release Form for WMATA's signature.

If a WMATA-owned vehicle is expected to be out of service due to mechanical reasons for a period of 30 days or longer, Contractor will notify WMATA as soon as it knows of the delay, and will meet and confer on the direction and effect WMATA would like to take.

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ATTACHMENT A-1

Number of Dedicated Vehicles Eligible for Insurance Reimbursement by Month:  
July 2008 through November 2009

Month	Number of Dedicated Vehicles
July 2008	442
August 2008	442
September 2008	442
October 2008	442
November 2008	447
December 2008	446
January 2009	465
February 2009	475
March 2009	479
April 2009	466
May 2009	461
June 2009	494
July 2009	499
August 2009	499
September 2009	513
October 2009	518
November 2009	517

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## ATTACHMENT B

### WMATA Bulk Fuel Provision

- a. Contractor will identify for WMATA those operating locations for MetroAccess where bulk fuel tanks exist.
- b. Contractor will certify to WMATA that these tanks are used exclusively to fuel MetroAccess revenue and non revenue vehicles and not vehicles for any other use.
- c. Such fuel tanks will be equipped with computerized inventory and dispensing mechanisms capable of generating WMATA required reports. Such reports will produce detailed records on the number of gallons dispensed, date and time of each transaction, vehicle number and vehicle mileage. Such reports will be provided to the COTR on a monthly basis as an attachment to the Contractor's monthly invoice.
- d. When a fuel delivery is needed, Contractor or the subcontractor will contact WMATA's MetroAccess Field Operations Manager (or designate). The fuel provider will deliver the fuel and provide a delivery receipt to Contractor or the subcontractor showing the type of fuel and the number of gallons delivered, which Contractor will forward to the COTR. The fuel supplier will also send the invoice to WMATA with this same information.
- e. At the end of the month, Contractor, when preparing its invoice to WMATA for the revenue hours, will include a credit on said invoice. The credit will be determined by multiplying the number of gallons of fuel delivered during the month by \$2.89. The revenue hour fuel rate adjustment for those operations that are provided fuel by WMATA as detailed in § 2.0 of this Contract Modification 015 will be suspended during the time that WMATA is providing the fuel.
- f. Notwithstanding the terms stated above, instances may occur whereby WMATA may choose to issue fuel credit cards or other media for the purchase of fuel for the Metro Access operation. Such instances would only apply during declared states of emergency, when the WMATA Continuity of Operations Plan (COOP) is in effect. In the event of such occurrences, WMATA will, at the end of the given month, provide a copy of a fuel purchasing statement to Contractor, who will then issue a credit to WMATA on the monthly revenue invoice determined by multiplying the number of gallons used by \$2.89

## ATTACHMENT C

### Life Expectancy Schedule - Major Vehicle Components

Vehicle Type	Service Life	Engine Life	Transmission Life	Differential Life
Sedan	4- Years	150,000	100,000	200,000*
Van	4-Years	175,000	100,000	200,000

\* Ford Taurus model sedans have no differential unit.

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Attachment C  
Reimbursement Procedure



**Procedure for the Submission of Vehicle Repair Invoices for Reimbursement.**

The following procedure will be required for the submission of all vehicle repair invoices for reimbursement.

- 1) ALL requests for vehicle repairs subject to reimbursement shall be submitted in writing to the Director of MetroAccess Service (MACS) for approval prior to the commencement of actual repairs.
  - a) Repair requests shall be made using the MetroAccess "Authorization Request / Estimate of Vehicle Repair Costs" form and shall include: Vehicle #, VIN #, Model Year and a complete diagnosis of the needed repair along with an itemized cost estimate (parts and labor). Core charges must be deducted from the net parts estimate.
  - b) In the case of engine replacement, diagnosis must list the causal part(s) along with compression readings from all cylinders (if crankshaft is able to be rotated).
  - c) A copy of the most recent vehicle P/M service repair order / check list for the vehicle in question must also be submitted with the repair request. Reimbursement for repairs will not be authorized without this form.
  
- 2) Repair invoices must be submitted accompanied by ALL required supporting documentation bundled by vehicle, and shall include the following:
  - a) A completed MetroAccess repair order signed by the repairing technician and an MV shop supervisor (a third-party repair order if work was sublet).
  - b) A copy of the MetroAccess "Authorization Request / Estimate of Vehicle Repair Costs" form and approval from WMATA.
  - c) A copy of the MetroAccess "Invoice for Vehicle Repair Expense Reimbursement" spreadsheet detailing the invoice(s) submitted for reimbursement.
  - d) A copy of all vendor invoices bundled by vehicle, reflecting parts purchases [less credits for core return] and/or labor charges in the case of sublet repairs (repairs performed by a 3<sup>rd</sup> party outside of an MV-controlled facility).
  - e) Sales tax may not be billed to WMATA. Exceptions must be presented on a case-by-case basis. Sales tax will not be reimbursed unless there is prior approval by WMATA and only if documented evidence appears on a vendor's invoice that sales tax was paid by MV.
  - f) A cover letter on MV letterhead, summarizing the submission, addressed to the Director, MetroAccess Service and signed by the MV local Vice President.

- 3) **ALL** repair orders must be produced using the format supplied by MetroAccess. Each repair order shall consist of at least two (2) carbonless parts (copies), with the bottom copy printed on card stock for storage and preservation. The bottom copy shall be referred to as the "hard" or technician's copy of the repair order form. When completed, the "hard" copy will contain all of the technician's notes and will be stored in the vehicle repair history file described in section 6 below. In addition, ALL repair order forms must be uniquely numbered and shall contain the following information:
- a) Date of repair, description of vehicle, vehicle number, VIN, mileage in/out and the WMATA repair authorization reference number.
  - b) A detailed description of the problem and the diagnosis (listed as individual repair line items. Repair orders must include a detailed itemization of each part description, manufacturer's part number(s) and actual cost (without mark-up). **Core charges must be deducted from parts total.**
  - c) Parts should be specified as "new" or "remanufactured".
  - d) All labor operations must be listed as individual repair "line items" and each part listed must be referenced to a specific labor operation (line item).
  - e) **ALL actual** labor times must be specified for each operation and should (when possible), be accompanied by time-on / time-off "punches" by the technician performing the repair. This applies to "in-house" as well as to "third-party" repair orders.
  - f) **ALL** repair orders, including those originating from a third-party vendor, **MUST** display the hourly labor rate in dollars-per-hour.
  - g) Any repair orders or billing invoices in which the parts and/or labor "NTE" estimate from WMATA has been exceeded, will be returned for correction and will be subject to the time limits specified in item #5 below.
  - h) If the need for additional repair(s) or parts beyond the original diagnosis becomes necessary, an approval for supplemental repairs must be obtained utilizing the process outlined in item 1 above. **Supplemental repairs which have not received separate approval prior to the completion of the repair will not be reimbursed.**
  - i) ALL repairs are subject to the dollar limitations set forth in the repair authorization issued by WMATA. **Therefore, it would be advisable for all repairs to be performed in MV-operated facilities, since exceptions to approval amounts will not be made for repairs performed at outside (3<sup>rd</sup>-party) facilities.**
- 4) Repairs performed to any vehicle under manufacturer's warranty may not be billed to WMATA. Warranty repair orders should be forwarded under separate cover for WMATA files and record keeping only.
- 5) All billing invoices for vehicle repair reimbursement must be submitted to the Director of MetroAccess Service within 30 calendar days of the date of the repair order(s), or at the latest, by the end of the next monthly billing cycle. Billing invoices submitted after the above-mentioned time frame will not be considered for reimbursement.
- a) Invoices deemed as incomplete and returned to MV by WMATA, must be resubmitted along with all supporting documentation within ten (10) working days of their return and must not extend beyond the close of the next monthly billing cycle as outlined above. Items not resubmitted within that timeframe will not be considered for reimbursement.
- 6) A vehicle repair history file for each vehicle in the fleet shall be kept and maintained in a current state at all times. Repair history files must include the "hard" (technician's) copy of ALL vehicle repair

orders and/or PM form checklists. The files are to be arranged chronologically, with the most recent repair order on top. Individual repair history files must be stored at the facility in which each vehicle is garaged. File folders must be visibly labeled on the spine or tab using the last six (6) digits of the Vehicle Identification Number (VIN). Repair history files shall be readily available to WMATA personnel at all times.

The Department of Access Services is prepared to offer guidance to MV Transportation for the purposes of implementing this process. Required forms and spreadsheets referenced in this document have been provided electronically to the Contractor.

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Attachment C  
Reimbursement Procedure



**VEHICLE REPAIR  
SUPPORTING DOCUMENT CHECKLIST**

- Copy of approved Authorization Request / Estimate of Vehicle Repair Costs form including necessary diagnostic readings and / or measurements.
- Copy of the vehicle's most recent repair order or PM checklist.
- Copies of all vendor parts invoices attached to each repair order. Parts invoices must itemize core charges / credits.
- Copy of vendor repair order(s) (only in case of sublet repair).
- Copy of fully-completed MetroAccess repair order form including repair reference number. Be sure to include detailed descriptions of work performed.
- All requests for vehicle repair reimbursement must be submitted within thirty (30) calendar days of the date of repair, or at the latest, by the end of the next monthly billing cycle (example: repairs completed prior to the 25<sup>th</sup> of any given month must be submitted no later than the close of the following billing cycle. (Example: Feb 4 repair must be submitted no later than March 25).
- Attach a fully completed copy of the MetroAccess "Invoice for Vehicle Repair Expense Reimbursement" spreadsheet.
- A cover letter on MV letterhead summarizing the submission addressed to the Director, MetroAccess Service and signed by the MV local Project Manager.



May 20, 2008

Mr. Jon Monson, CEO  
MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94535-1400

Re: Contract #C05108, Reimbursement for Repair/Replacement of Major Components

Dear Mr. Monson:

In accordance with the terms of Modification 009 to Contract #C05108, WMATA has determined that it is in the Authority's best interests to direct MV to repair and/or replace major components on those vehicles currently authorized to operate beyond normal life expectancy. As of the date of this correspondence, 75 vehicles operated by MV fall into this category.

For the purposes of this direction, major components are defined as follows: engine assembly, transmission assembly, and rear differential.

You have previously been provided by WMATA with forms identifying the procedures for the documentation, authorization, and estimation of repair costs required for WMATA's approval of repairs.

After reviewing the proposed labor rates of \$65 per hour for the major mechanical and component repair, WMATA's Office Procurement and Materials has determined these rates to be fair and reasonable. The attached Labor Guide shall be considered the Not-To-Exceed pricing guide for repairs identified. MV will be required to adhere to this pricing standard.

Should you require any further information, please contact Mr. Jack Weiner at 202-962-1802 in the Department of Access Services, or Mr. Ted Croushore at 202-962-2071 in the Office of Procurement and Materials.

Sincerely,

CHRISTIAN T. KENT  
Assistant General Manager  
Department of Access Services

Attachment: WMATA Bill Back Labor Guide

Washington  
Metropolitan Area  
Transit Authority

100 Fifth Street, NW  
Washington, DC 20001  
202/962-1234

By Metrorail:  
Arling Square—Red Line  
any Plaza—Orange Line  
Red, Green and  
Yellow Lines

By Metrobus:  
Routes D1, D3, D6, P6,  
70, 71, 80, X2

District of Columbia,  
Maryland and Virginia  
Transit Partnership



WMATA Bill Back Labor Guide

2000	Ford	Crown Victoria	R&R Engine Assembly	18.5	\$85.00	\$1,072.50
2000	Ford	Crown Victoria	R&R Transmission Assembly	4.7	\$85.00	\$305.50
2000	Ford	Crown Victoria	R&R Rear Differential	6.9	\$85.00	\$448.50
2002	Ford	Crown Victoria	R&R Engine Assembly	18.5	\$85.00	\$1,072.50
2002	Ford	Crown Victoria	R&R Transmission Assembly	4.5	\$85.00	\$292.50
2002	Ford	Crown Victoria	R&R Rear Differential	6.9	\$85.00	\$448.50
2003	Ford	Crown Victoria	R&R Engine Assembly	15.9	\$85.00	\$1,033.50
2003	Ford	Crown Victoria	R&R Transmission Assembly	4.5	\$85.00	\$292.50
2003	Ford	Crown Victoria	R&R Rear Differential	6.9	\$85.00	\$448.50
2001	Ford	E350	R&R Engine Assembly	20	\$85.00	\$1,300.00
2001	Ford	E350	R&R Transmission Assembly	5.5	\$85.00	\$357.50
2001	Ford	E350	R&R Rear Differential	8.8	\$85.00	\$559.00
2002	Ford	E350	R&R Engine Assembly	20	\$85.00	\$1,300.00
2002	Ford	E350	R&R Transmission Assembly	5.5	\$85.00	\$357.50
2002	Ford	E350	R&R Rear Differential	8.8	\$85.00	\$559.00
2003	Ford	E350	R&R Engine Assembly	22.7	\$85.00	\$1,475.50
2003	Ford	E350	R&R Transmission Assembly	5.5	\$85.00	\$357.50
2003	Ford	E350	R&R Rear Differential	3.4	\$85.00	\$221.00
2005	Ford	E350	R&R Engine Assembly	22.7	\$85.00	\$1,475.50
2005	Ford	E350	R&R Transmission Assembly	5.5	\$85.00	\$357.50
2005	Ford	E350	R&R Rear Differential	3.4	\$85.00	\$221.00

## **ATTACHMENT D**

### **Maintenance Technician Qualifications**

- A. There will be a minimum of three active "A" Technicians.**
- B. Shop supervisors shall have the following qualifications prior to July 1, 2010.**
  - 1. Minimum of 3 years of automotive mechanical industry experience.**
  - 2. Qualify as an "A" Technician.**
  - 3. Have at least one ASE certification in a minimum of one of the following areas, brakes, electrical, suspension or HVAC.**
  - 4. Obtain the other three listed above within two years of being a supervisor or July 1, 2012, whichever is later.**
- C. "A" Technicians must have at least one ASE automotive certification and obtain a minimum of one additional certification each year until at least 4 certifications are obtained.**

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**ATTACHMENT E**

**RATES AND STAFFING LEVELS**

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**Attachment E - Contract Rate Schedule**

Contract Period	7/1/09 to 1/15/10	1/16/10 to 6/30/11	7/1/11 to 6/30/13	Notes to Support Rate
1. Rate per Revenue Vehicle Hour - Operations	\$ 36.41	\$ 37.18	\$ 39.04	See Alternate Price Proposal <sup>1</sup>
2. Rate per Month Call Center	\$ 1,095,968	\$ 1,288,929	\$ 1,558,417	See supporting schedule B
3. Rate per Dedicated Sedan Provided per Month	\$ 624.86	\$ 685.02	\$ 700.69	See Alternate Price Proposal <sup>1</sup>
4. Rate per Dedicated Van Provided per Month	\$ 1,041.28	\$ 1,139.57	\$ 1,166.17	See Alternate Price Proposal <sup>1</sup>
5. Rate per Mentor Ranger Provided per Month	\$ 355.00	\$ 369.38	\$ 387.98	See Alternate Price Proposal <sup>1</sup>
6. Rate per Drive Cam Provided per Month	\$ 125.42	\$ 133.91	\$ 145.25	See Alternate Price Proposal <sup>1</sup>
7. Rate per Taxi Mile	\$ 2.92	\$ 2.97	\$ 2.97	See Contract Mod 015 <sup>2</sup>
8. Rate per Non-Dedicated Passenger Trip	\$ 21.50	\$ 22.35	\$ 23.46	See Alternate Price Proposal <sup>1</sup>

1- For period 1/16/10 to 6/30/11 used 66% of Year 5 Rate and 34% of Year 6 rate. For period 7/1/11 to 6/30/13 used 25% Year 6, 50% Year 7 and 25% Year 8 rate.  
 2- For taxi rates, WMATA to provide equitable adjustment after execution of MOD 015 in the event taxi rates are changed by jurisdictions in Service Area. Taxi rates will be calculated based upon a regional average at the time of any jurisdictional changes.

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**Supporting Schedule B Monthly Call Center Cost**

Contract Period	7/1/09 to 1/15/10	1/16/10 to 6/30/11	7/1/11 to 6/30/13	Notes to Support Rate
Monthly Fixed Cost Per Alternate Price Proposal <sup>1</sup>	\$ 553,054	\$ 616,777	\$ 673,141	
Staffing Increases per Contract Mod 009 <sup>2</sup>	\$ 193,685	\$ 202,401	\$ 214,545	
Supervision of Non-Dedicated Carriers Per Mod 009	\$ 12,184	\$ 12,732	\$ 13,305	
Call Center Wage Increase Per Mod 009 <sup>2</sup>	\$ 23,593	\$ 24,654	\$ 26,134	
Additional Beltsville Lease Space <sup>2</sup>	\$ 6,020	\$ 6,291	\$ 6,668	
MACS Administrative Assistant <sup>2</sup>	\$ 5,000	\$ 5,225	\$ 5,539	
Eligibility Dispatcher for JCB <sup>2</sup>	\$ 5,000	\$ 5,225	\$ 5,539	
EZ Pay Program <sup>2</sup>	\$ 11,193	\$ 11,697	\$ 12,398	
Additional Call Center Staffing	\$ 281,927	\$ 398,062	\$ 592,325	
<b>Total Monthly Call Center Cost</b>	<b>\$ 1,091,656</b>	<b>\$ 1,283,063</b>	<b>\$ 1,549,593</b>	

See Schedules B-2 and B-1

- 1- For period 1/16/10 to 6/30/11 used 66% of Year 5 Rate and 34% of Year 6 rate. For period 7/1/11 to 6/30/13 used 25% Year 6, 50% Year 7 and 25% Year 8 rate.
- 2- For labor rates used 3% annual CPI, for option period 1 18 months that is 4.5% (3% x 1.5) and option period 2 6% (2 years x 3%)

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**Schedule B-1**

**Revised Staffing Requirement<sup>2</sup> (FTE)**

Contract Period	7/1/09 to 1/15/10	1/16/10 to 6/30/11	7/1/11 to 6/30/13	Notes to Support Staffing
Contractual Revenue Hours <sup>1</sup> (annual)	1,275,650	1,512,579	1,881,541	
Contractual Passenger Trips <sup>1</sup> (annual)	2,141,750	2,557,614	3,186,736	
Contractual Number Dedicated Vehicles <sup>1</sup>	317	390	478	
<b>POSITIONS AND RATES</b>				
	7/1/09 to 1/15/10	1/16/10 to 6/30/11	7/1/11 to 6/30/13	
	FTE	RATE	FTE	RATE
Project Manager	1	\$ 78.82	1	\$ 82.37
Assistant Project Manager	1	\$ 50.00	1	\$ 53.00
Consumer Advocate	1	\$ 20.19	1	\$ 21.10
MACS Administrative Assistant	1	\$ 20.00	1	\$ 20.80
Contract Administrator	1	\$ 42.05	1	\$ 43.94
Director of Operations	1	\$ 57.81	1	\$ 60.41
Operations Supervisors	4	\$ 19.67	4	\$ 20.56
Non-Dedicated Supervisor	1	\$ 19.81	1	\$ 20.70
Drug & Alcohol Manager	1	\$ 42.05	1	\$ 43.94
Drug & Alcohol Assistant	1	\$ 15.45	1	\$ 16.15
Customer Service Coordinator	1	\$ 42.05	1	\$ 43.94
Customer Service Clerks	6	\$ 15.01	7	\$ 15.69
Controller	1	\$ 31.54	1	\$ 32.98
Accounting Administrator	1	\$ 14.22	1	\$ 14.86
Reports Clerk	1	\$ 12.04	1	\$ 12.58
Reconciliation and Billing Auditors	2	\$ 15.31	2	\$ 16.00
Director of Maintenance	1	\$ 49.93	1	\$ 52.17
Director of Safety and Training	1	\$ 34.17	1	\$ 35.70
Safety Manager	1	\$ 21.87	1	\$ 22.85
Road Supervisors	22	\$ 16.09	27	\$ 16.81
Road Supervisor - Non Dedicated	1	\$ 13.22	1	\$ 13.81
Auditor Driver Certification	1	\$ 14.22	1	\$ 14.86
Training Manager	1	\$ 21.87	1	\$ 22.86
BTW Trainers - Annual Refresher	2	\$ 14.21	3	\$ 14.85
Trainers	2	\$ 17.49	2	\$ 18.28

(list continued on following page)

POSITIONS AND RATES (continued)	7/1/09 to 1/15/10		1/16/10 to 6/30/11		7/1/11 to 6/30/13		Notes to Support Staffing
	FTE	RATE	FTE	RATE	FTE	RATE	
BTW Trainers - Initial Certification	2	\$14.21	2	\$14.85	2	\$16.00	2 - Proposal
Trainer - Non Dedicated	1	\$15.00	1	\$15.68	1	\$17.00	1 - Mod 009
Information Technology Manager	1	\$34.17	1	\$35.70	1	\$38.00	1 - Proposal
Information Technology Administrator	1	\$15.00	1	\$15.68	1	\$17.00	1 - Mod 009
Call Center Director	1	\$72.12	1	\$75.36	1	\$80.00	1 - Mod 015
Call Center Training Manager	1	\$24.00	1	\$25.08	1	\$27.00	1 - Mod 009
No Show/Cancellation Clerks	2	\$13.10	2	\$13.69	2	\$15.00	2 - Proposal
Drive Cam Manager	1	\$22.28	1	\$23.28	1	\$25.00	1 - Proposal
Drive Cam Assistant	1	\$14.42	1	\$15.07	1	\$16.00	1 - Mod 009
Operations Manager Call Center	1	\$47.30	1	\$49.43	1	\$52.00	1 - Mod 015
Beltsville Project Manager	2	\$48.35	2	\$50.53	2	\$54.00	1 - Proposal 1 Mod 15
Beltsville Operations Manager	2	\$28.91	2	\$30.21	2	\$32.00	1 - Proposal 1 Mod 15
Beltsville Maintenance Manager	2	\$36.79	2	\$38.45	2	\$41.00	1 - Proposal 1 Mod 15
Lead Reservationist	2	\$13.66	2	\$14.27	2	\$15.00	1 - Proposal 1 Mod 009
Reservationists	64	\$13.48	77	\$14.09	96	\$15.00	41/49/53 - Proposal -11 Mod 9- Balance Mod 015
Quality (NICE) Monitors	2	\$15.17	2	\$15.85	2	\$17.00	2 - Mod 015
Dispatch Manager (Lead Dispatcher)	2	\$34.12	2	\$35.66	2	\$38.00	1 - Mod 009 1 - Mod 015
Lead Dispatcher	1	\$18.02	1	\$18.83	1	\$20.00	1 - Proposal
Dispatch Supervisors	5	\$15.97	5	\$16.69	5	\$18.00	5 - Mod 009
Dispatchers (Including Taxi and WNR)	71	\$17.19	84	\$17.96	105	\$19.00	22/26/30 Proposal - 26 Mod 009 - Balance Mod 015
Eligibility Dispatcher - JGB	2	\$17.24	2	\$18.02	2	\$19.00	1- Mod 016 1- Mod 015

Lead Scheduler	1	\$20.18	1	\$ 21.09	1	\$ 22.00	1 - Proposal
Scheduler	9	\$ 19.18	11	\$ 20.05	14	\$ 21.00	8/9/11 - Proposal - 1 Mod 009 - Balance Mod 015
<b>TOTAL FTE CALL CENTER</b>	<b>234</b>		<b>289</b>		<b>319</b>		

1- For period 1/16/10 to 6/30/11 used 66% of Year 5 Rate and 34% of Year 6 rate. For period 7/1/11 to 6/30/13 used 25% Year 6, 50% Year 7 and 25% Year 8 rate.

2- Includes staff from original proposal, contract Mods 008 and 016. Dispatch, Reservation, Scheduler, Road Supervisors based on ridership and dedicated vehicles herein and rates contained in §9.0 of Mod 015.

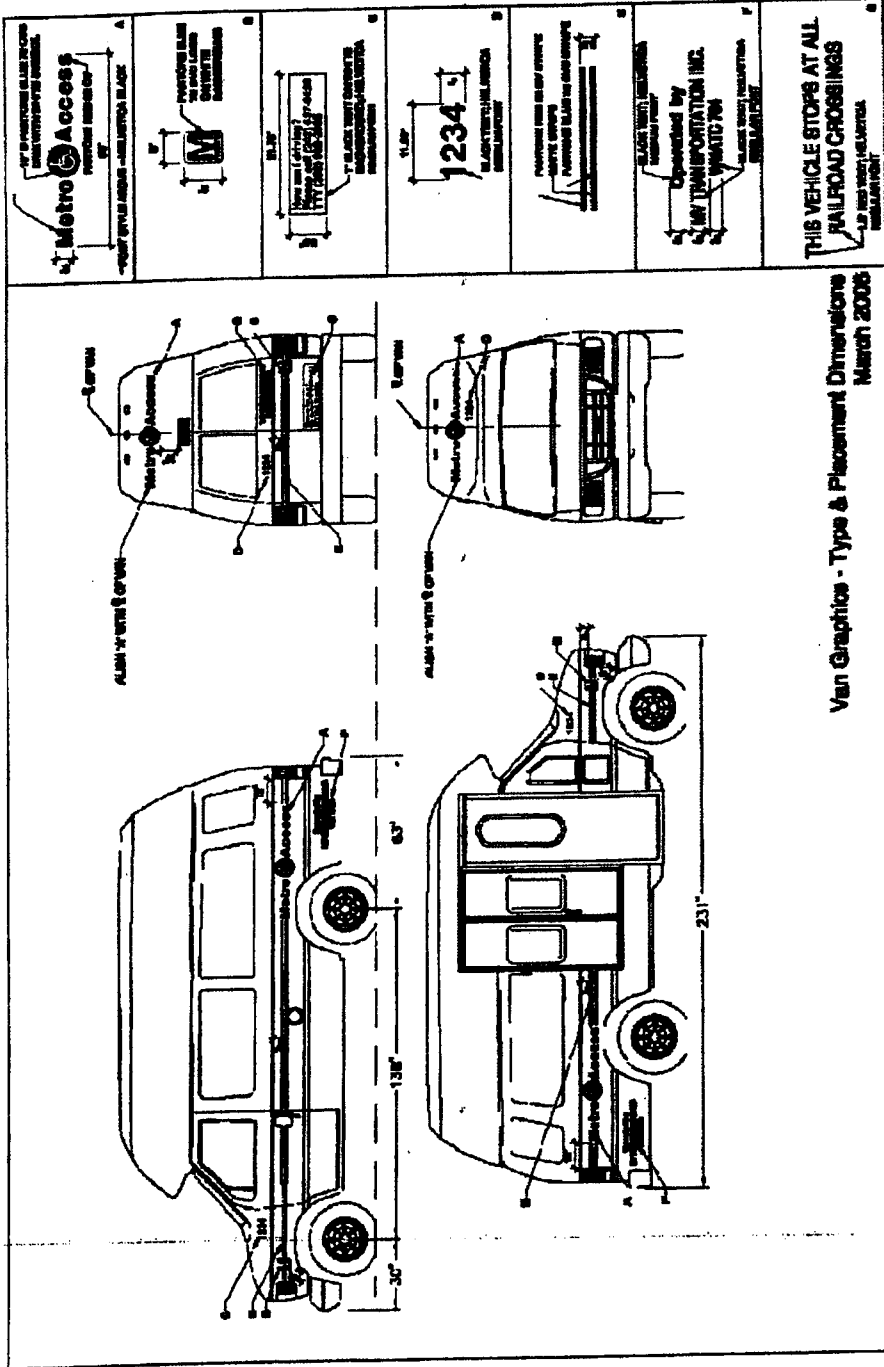
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**Schedule B-2**  
**Additional Cost for New Staffing in MOD 015**

POSITIONS AND RATES (see FTE and Rates Above)	7/1/09 to 1/15/10		1/16/10 to 6/30/11		7/1/11 to 6/30/13		Notes/Justification
	Annual Labor	FTE	Annual Labor	FTE	Annual Labor	FTE	
Assistant Project Manager	\$ 100,000	1	\$ 100,000	1	\$ 106,000	1	
Consumer Advocate	\$ 40,385	1	\$ 42,200	1	\$ 44,000	1	
Customer Service Clerks	\$ -	-	\$ 31,380	1	\$ 68,000	2	
Safety Manager	\$ 43,740	1	\$ 45,700	1	\$ 48,000	1	
Road Supervisor	\$ 450,520	14	\$ 638,780	19	\$ 900,000	25	
BTW Trainers - Annual Refresher	\$ -	-	\$ 29,700	1	\$ 32,000	1	
Call Center Director	\$ 144,231	1	\$ 150,720	1	\$ 160,000	1	
Reservationists	\$ 350,480	13	\$ 507,240	18	\$ 980,000	33	
Quality (NICE) Monitors	\$ 60,875	2	\$ 63,400	2	\$ 68,000	2	
Capitol Heights Project Manager	\$ 96,700	1	\$ 101,060	1	\$ 108,000	1	Required for Capitol Heights Facility
Capitol Heights Operations Manager	\$ 57,824	1	\$ 60,420	1	\$ 64,000	1	Required for Capitol Heights Facility
Capitol Heights Maintenance Manager	\$ 73,585	1	\$ 76,900	1	\$ 82,000	1	Required for Capitol Heights Facility
Dispatch Manager (Lead Dispatcher)	\$ 68,240	1	\$ 71,320	1	\$ 76,000	1	
Dispatchers	\$ 780,657	23	\$ 1,149,440	32	\$ 1,862,000	49	
Eligibility Dispatcher (JGB)	\$ 34,480	1	\$ 36,040	1	\$ 38,000	1	
Scheduler	\$ -	-	\$ 40,100	1	\$ 84,000	2	
<b>Total Direct Labor</b>	<b>\$ 2,311,516</b>	<b>61</b>	<b>\$ 3,144,400</b>	<b>83</b>	<b>\$ 4,730,000</b>	<b>123</b>	
Labor Overhead (30.76%)	\$ 711,022		\$ 967,217		\$ 1,454,948		
Fuel, Maint Labor & Parts Cost for Road Supervisor Vehicles	\$ -		\$ 156,000		\$ 165,360		17 Vehicles/400,000 miles x .39/mile
Road Supervisor Vehicle Lease Cost	\$ -		\$ -		\$ -		Provided directly by WMATA
Subtotal	\$ 3,022,538		\$ 4,267,617		\$ 6,350,308		
G&A (6.6%)	\$ 199,488		\$ 281,963		\$ 419,120		
Subtotal	\$ 3,222,026		\$ 4,549,280		\$ 6,769,428		
Management Fee (5%)	\$ 161,101		\$ 227,464		\$ 338,471		
<b>Total Cost (ANNUAL BASIS)</b>	<b>\$ 3,383,127</b>		<b>\$ 4,776,744</b>		<b>\$ 7,107,899</b>		
Cost per Month	\$ 281,927		\$ 398,062		\$ 592,325		

ATTACHMENT F

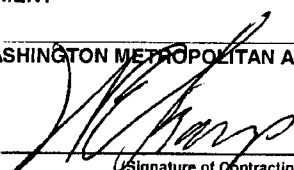


[END -- MODIFICATION 015]



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
600 Fifth Street, NW, Washington, DC 20001-2651

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION <b>014</b>		2. EFFECTIVE DATE <b>March 19, 2009</b>	
3. ISSUED BY CONTRACTS SECTION <b>Kunj Behari PRMT (Room 301-E) Office of Procurement</b>		4. ADMINISTERED BY (If other than block 3)	
5. CONTRACTOR NAME AND ADDRESS <b>MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400</b> <small>(Street, city, county, state, and Zip Code)</small>		6. (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <b>C05108</b> DATE <b>September 22, 2005</b> (See block 9)	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (If required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to the Changes Clause The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION <b>1. Provide five (5) additional Work Stations at the Silver Spring Call Center In accordance with the MV Transportation, Inc. Proposal dated March 10, 2008.</b> <b>2. Modification 014 is in the not-to-exceed amount of \$8,346.</b>			
----- MODIFICATION 014, Page 1 of 2 -----			
<b>Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</b>			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND ONE COPY TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE  BY _____ <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED	16. NAME OF CONTRACTING OFFICER (Type or print)	17. DATE SIGNED
		<b>William E. Sharp</b>	<b>23 MAR 09</b>

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**  
**CONTRACT MODIFICATION CONTINUATION**

**CONTRACT C05108**  
**MODIFICATION NO. 014**  
**PAGE 2 OF 2**

3. The Contract Value is adjusted as follows as a result of this Modification:

**Contract Summary:**

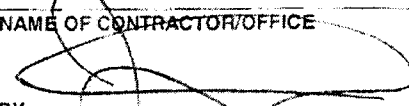
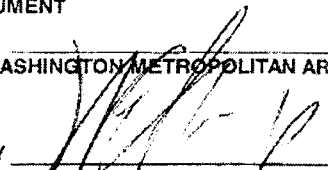
<b>Award Amount</b>	<b>\$203,542,817.00</b>
<b>Executed Modifications (001 - 013)</b>	<b>\$ <u>7,394,250.55</u></b>
<b>Current Value</b>	<b>\$210,937,067.55</b>
<b>This Modification ( Mod 014)</b>	<b>\$ <u>8,346.00</u></b>
<b>New Contract Value</b>	<b>\$210,945,413.55</b>

4. All other terms and conditions of Contract C05108 remain unchanged by this modification.

----- END MODIFICATION 014 -----



**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION <b>013</b>	2. EFFECTIVE DATE <b>(Same as block 17)</b>
3. ISSUED BY CONTRACTS SECTION <b>Kunj Behari PRMT (Room 301-E) Office of Procurement</b>	4. ADMINISTERED BY (If other than block 3)
5. CONTRACTOR NAME AND ADDRESS  <b>MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400</b>  <small>(Street, city, county, state, and Zip Code)</small>	6. (Check only one)  <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____  DATE _____ (See block 7)  <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT ORDER NO. <b>C05108</b>  DATE <b>September 22, 2005</b> (See block 9)
7. <b>THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS</b>  <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	
8. <b>ACCOUNTING AND APPROPRIATION DATA (if required)</b>	
9. <b>THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS</b> (a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to <u>the Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.	
10. <b>DESCRIPTION OF AMENDMENT/MODIFICATION</b>  <b>1. Provide 89 sets of Mobile Data Terminal Equipment.</b>  <b>2. Modification 013 is in the not-to-exceed amount of \$315,885.</b>  <p style="text-align: center;">----- MODIFICATION 013, Page 1 of 2 -----</p>	
<p><b>Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</b></p>	
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND <u>ONE</u> COPY TO ISSUING OFFICE.	<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT
12. NAME OF CONTRACTOR/OFFICE  BY  <small>(Signature of person authorized to sign)</small>	15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY  <small>(Signature of Contracting Officer)</small>
13. NAME AND TITLE OF SIGNER (Type or print) <b>Chairman Monson</b>	14. DATE SIGNED <b>02/25/05</b>
16. NAME OF CONTRACTING OFFICER (Type or print) <b>William E. Sharp</b>	17. DATE SIGNED <b>23 Jul 05</b>

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

CONTRACT MODIFICATION CONTINUATION

CONTRACT C05108  
MODIFICATION NO. 013  
PAGE 2 OF 2

3. The Contract Value is adjusted as follows as a result of this Modification:

Contract Summary:

Award Amount	\$203,542,817.00
Executed Modifications (001 - 012)	<u>\$ 7,078,365.55</u>
Current Value	\$210,621,182.55
This Modification ( Mod 013)	<u>\$ 315,885.00</u>
New Contract Value	\$210,937,067.55

4. All other terms and conditions of Contract CO5108 remain unchanged by this modification.

----- END MODIFICATION 013 -----



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
600 Fifth Street, NW, Washington, DC 20001-2651

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION <b>012, Part 1</b>		2. EFFECTIVE DATE <b>(Same as block 17)</b>	
3. ISSUED BY CONTRACTS SECTION <b>Kunj Behari PRMT (Room 301-E) Office of Procurement</b>		4. ADMINISTERED BY (If other than block 3)	
5. CONTRACTOR NAME AND ADDRESS <b>MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400</b> <small>(Street, city, county, state, and Zip Code)</small>		6. (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO _____ DATE _____ (See block 7) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO <b>C05108</b> DATE <b>September 22, 2005</b> (See block 9)	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (If required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to the Changes Clause The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION <b>1. Provide Fueling Facilities for the exclusive use of MetroAccess vehicles at the Challenger Transportation Facilities in Gaithersburg, Maryland.</b> <b>2. This is a PART 1 Modification in the not-to-exceed amount of \$125,000. The final amount of this modification is contingent upon negotiation and subject to audit adjustment and will be finalized in a PART 2 modification.</b>  ----- MODIFICATION 012, Page 1 of 2 -----  Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND ONE COPY TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE  BY  <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print) <b>Jon Monson Chairman</b>	14. DATE SIGNED <b>11/26/05</b>	16. NAME OF CONTRACTING OFFICER (Type or print) <b>William E. Sharp</b>	17. DATE SIGNED <b>24 NOV 08</b>

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
CONTRACT MODIFICATION CONTINUATION

CONTRACT C05108  
MODIFICATION NO. 012, PART 1  
PAGE 2 OF 2

3. The Contract Value is adjusted as follows as a result of this Modification:

Contract Summary:

Award Amount	\$203,542,817.00
Executed Modifications (001 - 011)	<u>\$ 6,945,508.50</u>
Current Value	\$210,488,325.50
This Modification ( Mod 012 Part 1)	<u>\$ 125,000.00</u>
New Contract Value	\$210,613,325.50

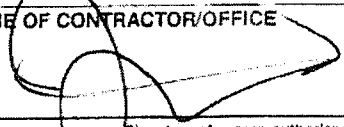
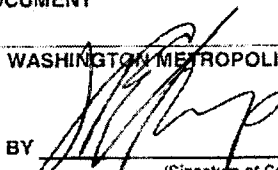
4. All other terms and conditions of Contract C05108 remain unchanged by this modification.

----- END MODIFICATION 012, PART 1 -----





**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION <b>012, Part 2</b>	2. EFFECTIVE DATE <b>February 13, 2009</b>		
3. ISSUED BY CONTRACTS SECTION Kunj Behari PRMT (Room 301-E) Office of Procurement	4. ADMINISTERED BY (If other than block 3)		
5. CONTRACTOR NAME AND ADDRESS  MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400  <small>(Street, city, county, state, and Zip Code)</small>	6. (Check only one)  <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <b>C05108</b> DATE <b>September 22, 2005</b> (See block 9)		
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS  <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (If required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to <u>the Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION  <b>1. Provide Fueling Facilities for the exclusive use of MetroAccess vehicles at the Challenger Transportation Facilities in Gaithersburg, Maryland.</b>  <b>2. This is a PART 2 of the two part Modification in the not-to-exceed amount of \$7,857.05. Part 1 in the amount of \$125,000 was issued on November 24, 2008. The total final price for the above supply and services is not exceed amount of \$132,857.05.</b>  <p style="text-align: center;">----- MODIFICATION 012, Part 2 Page 1 of 2 -----</p> <p style="font-size: small;">Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</p>			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND ONE COPY TO ISSUING OFFICE.	<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT		
12. NAME OF CONTRACTOR/OFFICE  BY  <small>(Signature of person authorized to sign)</small>	15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY  <small>(Signature of Contracting Officer)</small>		
13. NAME AND TITLE OF SIGNER (Type or print) <b>Jon Monson</b> <b>Contract Manager</b>	14. DATE SIGNED <b>02/25/09</b>	16. NAME OF CONTRACTING OFFICER (Type or print) <b>William E. Sharp</b>	17. DATE SIGNED <b>23 Feb 09</b>

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

CONTRACT MODIFICATION CONTINUATION

CONTRACT C05108  
MODIFICATION NO. 012, PART 2  
PAGE 2 OF 2

3. The Contract Value is adjusted as follows as a result of this Modification:

Contract Summary:

Award Amount	\$203,542,817.00
Executed Modifications (001 - 012 Part 1)	<u>\$ 7,070,508.50</u>
Current Value	\$210,613,325.50
This Modification ( Mod 012 Part 2 Final)	<u>\$ 7,857.05</u>
New Contract Value	\$210,621,182.55

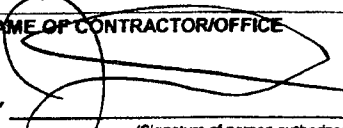
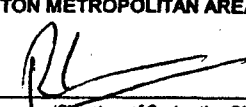
4. All other terms and conditions of Contract CO5108 remain unchanged by this modification.

----- END MODIFICATION 012, PART 2 -----



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
600 Fifth Street, NW, Washington, DC 20001-2651

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION <b>011</b>		2. EFFECTIVE DATE <b>(Same as block 17)</b>	
3. ISSUED BY CONTRACTS SECTION <b>Ted Croushore PRMT (Room 3E-01) Office of Procurement</b>		4. ADMINISTERED BY (If other than block 3)	
5. CONTRACTOR NAME AND ADDRESS <b>MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400</b> <small>(Street, city, county, state, and Zip Code)</small>		6. (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <b>C05108</b> DATE <b>September 22, 2005</b> (See block 9)	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (If required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to the Changes Clause _____ The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION  1. The Scope of Work entitled "Service Enhancement of Paratransit Services" incorporated under Modification 009 is revised as per the attached Scope of Work of the same name. Administrative changes have been made to Section 2.1; Section 3.2.1 through Section 3.2.4; Section 3.3; Section 4.2; Section 5.1 through Section 5.6. Also included is the revised Fleet Replacement Plan referenced in Section 1.3.  2. The revised Monthly Performance Goals (attached) are incorporated.  3. Contract value and funding are unchanged as per item 3 attached.  <p style="text-align: center;">----- MODIFICATION 011, Page 1 of 2 -----</p> <small>Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</small>			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND ONE COPY TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE  BY  <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print) <b>Jon Monson CEO</b>	14. DATE SIGNED <b>12/20/07</b>	16. NAME OF CONTRACTING OFFICER (Type or print) <b>Raj Chopra</b>	17. DATE SIGNED

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

CONTRACT MODIFICATION CONTINUATION

CONTRACT C05108  
MODIFICATION NO. 011  
PAGE 2 OF 2

4. The Contract Value and Funding remain unchanged as follows:

Contract Summary:

Award Amount	\$203,542,817.00
Executed Modifications (001 - 009)	<u>\$ 6,363,413.50</u>
Current Value	\$209,906,230.50
This Modification	<u>\$ 582,095.00</u>
New Contract Value	\$210,488,325.50
Current operating Funding	\$ 73,160,651.24
Executed Modifications	<u>\$ 6,363,413.50</u>
Current Value	\$ 79,524,064.74
This Modification	<u>\$ 300,371.00</u>
New Funding Amount	\$ 79,824,435.74

----- END MODIFICATION 010 -----

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
SERVICE ENHANCEMENT OF PARATRANSIT SERVICES, REVISION  
CONTRACT #C-05108  
OPERATION OF METROACCESS SERVICE  
MODIFICATION #011**

**1.0 DEDICATED FLEET VEHICLES**

**1.1 Authority to Purchase Fleet Vehicles**

Unless otherwise directed, the Project Manager (MV Transportation, hereinafter referred to as the "PM") is responsible for the annual purchase of a pre-determined number of MetroAccess vehicles for replacement and expansion purposes. In each year of the contract, the PM will submit a written request to WMATA for authorization to purchase before any order for vehicles is placed. WMATA reserves the right to purchase vehicles for MetroAccess service directly, and in such cases, the PM will be required to issue a credit to WMATA for the amount allocated for the PM to make the purchase on behalf of the Authority. WMATA also reserves the right to direct the PM to order a greater or lesser quantity than originally allocated according to the rates specified in the contract.

**1.2 Authorization to Operate Vehicles Beyond Normal Life Expectancy**

WMATA will develop a fleet replacement schedule for MetroAccess service that establishes a four-year life expectancy for all fleet vehicles. However, to provide for optimum flexibility to respond to unforeseen fluctuations in ridership or expense, WMATA reserves the right to operate any fleet vehicles beyond the defined life expectancy as needed. Under these circumstances, it shall be understood that those vehicles operating beyond the defined life expectancy will be held to the same maintenance standards as all other dedicated vehicles; however, the PM will be authorized to submit for reimbursement those costs associated with the replacement of major components. Authorization for such reimbursement will be contingent upon the concurrence of WMATA maintenance personnel.

***1.2.1 Authorization to Continue Operating 75 Vehicles Currently Beyond Defined Life Expectancy***

Under this provision, the PM is hereby authorized to operate 75 vehicles that are already beyond the defined life expectancy through June 30, 2008.

***1.2.2 Mechanism for Replacement of Major Components***

WMATA reserves the right to do any of the following:

1. Establish a contractual arrangement with a local vendor who will be authorized to order the components and complete the work;
2. Authorize MV to establish such a relationship;
3. Authorize MV to purchase spare OEM parts (engines and transmissions) and assign the repairs to the local vendor; or
4. Perform any of the above functions directly.

### **1.3 Fleet Replacement Schedule**

(Planned fleet replacement schedule attached.)

### **1.4 Preventive Maintenance and Safety Inspection Regimen**

The PM will be required to conduct a safety inspection to occur each month regardless of the number of miles operated. This inspection will be performed using a checklist approved by WMATA (attached).

### **1.5 Purchase of Fuel**

WMATA reserves the right to purchase and deliver fuel directly to contractor operating sites. As WMATA is tax-exempt, the PM would be required to credit WMATA with the cost of the fuel as well as taxes or other charges anticipated in the prevailing contract rates.

### **1.6 Ownership and Licensure of Vehicles**

To the extent that taxes can be avoided and cost savings realized, and to the extent that motor vehicle registration fees and decal maintenance can be eliminated, WMATA reserves the right to title or register the fleet vehicles in its own name and obtain exempt license plates, either prior to the time of purchase, or at any time thereafter. WMATA will also pursue to the extent possible the option of obtaining appropriate license(s) to enable MetroAccess vehicles to park in handicapped or otherwise restricted parking areas to more conveniently service its disabled customers.

## **2.0 PERSONNEL**

### **2.1 Adjustments to Call Center Staffing**

The PM shall establish and continuously maintain staffing at the following levels:

- Reservations Agents, increase to 41 FTE

- Reservations Supervisors, increase to 2 FTE
- Dispatchers, increase to 46 FTE (consolidate WMR with dispatch)
- Dispatch Floor Supervisors, increase to 5 FTE
- Dispatch Manager, increase to 2 FTE
- Schedulers, increase to 7 FTE (includes one as supervisor)
- Customer Relations, increase to 7 FTE (includes one as supervisor)
- No-Show Policy Review Clerks, 2 FTE
- DriveCam Manager and Assistant, 2 FTE
- IT Assistant, 1 FTE
- Drug & Alcohol Testing Program Assistant, 1 FTE
- Call Center Training Manager, 1 FTE

## **2.2 Adjustments to Operating Methodologies that Affect Staffing**

The PM shall observe the following in assessing ongoing staffing needs:

- Road supervisors must adhere to a static ratio of supervisors to drivers/peak vehicles
- Reconciliation clerks will be required until concerns of AUDT and third-party reviewers are satisfied.
- Reservations staffing may decrease with increased use of online booking
- Dispatch staffing may decrease where WMR calls can be expedited through improved skill sets and augmentation of IVR system to route calls to correct agent based on client ID.

## **3.0 SERVICE DESIGN**

MetroAccess service is provided through a combination of dedicated (WMATA-provided) vehicles, non-dedicated (contractor-provided) vehicles, and third-party (taxi) service. It is in the intent of this contract to maximize the percentage of service provided by dedicated vehicles to the extent that budgetary constraints will allow so that the greatest number of MetroAccess trips are provided by vehicles that are directly maintained by the Project Manager (PM) and equipped with AVL technology and DriveCam safety cameras. Dedicated vehicles will also be centrally controlled by the MetroAccess call center and will have both voice and digital communication capabilities. The current allocation of MetroAccess vehicle resources for service is 80% dedicated, 15% non-dedicated, and 5% taxi.

### **3.1 Non-Dedicated Service**

Non-dedicated service providers are mostly employed for the purpose of serving customers who are traveling to common destinations, such as social service agencies and vocational programs. Except as specified herein, the PM is required to

manage this service under the same provisions for dedicated service that are outlined in the contract.

### ***3.1.1 Compensation***

The PM will be compensated on a per-trip basis according to the same rate schedule for taxi service that is provided in the contract.

### ***3.1.2 Service Delivery and Training***

Non-dedicated providers will be required to have their drivers certified in the same training regimen used by the PM for dedicated services. Non-dedicated drivers will be subject to the same operating policies as dedicated drivers except as determined by WMATA.

### ***3.1.3 Insurance Requirements***

Non-dedicated providers must carry equal insurance coverage as is required for dedicated providers.

### ***3.1.4 Vehicle Maintenance Requirements***

Non-dedicated providers will be held to the same maintenance standards as those required of taxi providers, and there will be no restrictions on the age of non-dedicated fleet vehicles provided that they are maintained to taxi maintenance and safety standards.

### ***3.1.5 Applicability of Operating Standards and Statistics***

Non-dedicated trips will be included in the calculation of the PM's performance in terms of productivity and on-time performance. Standards for excessive trip length will be mitigated for this service with documentation from customers (or their designees/agencies) indicating their desire for MetroAccess to pick them up far in advance of the time required to ensure on-time arrival at the destination.

### ***3.1.6 Fare Collection***

WMATA intends to eliminate collection of fares at the point of service on MetroAccess through a phased implementation of new technologies. In the interim, the PM will generate and transmit monthly invoices to those agencies designated by WMATA whose members are not paying fares on boarding a MetroAccess vehicle. (Currently, only the ARC Centers in Montgomery and Prince George's County, Maryland have such an arrangement, and it is not anticipated that any other agencies will be granted this privilege.) Any collections issues that may ensue following the issuance of these invoices



will be referred by the PM to WMATA in a timely manner for resolution.

### **3.2 Door-to-Door Service**

WMATA's Board of Directors approved the transition of MetroAccess from curb-to-curb to door-to-door service in December 2006. The intent of this action is to render a level of assistance that facilitates faster and safer boarding for customers. Although not all MetroAccess customers need or want door-to-door service, it is our commitment to make it available to any MetroAccess customer who does want the service. Door-to-door service will not be fully implemented until all PM personnel are fully trained in providing the service and until WMATA has issued literature and marketed the service to customers in advance. An updated version of the MetroAccess Customer Guide will be released to include a complete definition of door-to-door service and a description of how it will be implemented. The expected implementation of this service is in the summer of 2007.

#### **3.2.1 Definition of Door-to-Door Service**

Door-to-door service shall be defined as the obligation of the MetroAccess driver to escort a customer between the vehicle and the **first exterior door closest to the public right of way** at the customer's origin and destination on all trips for which such service is requested. For the safety of other passengers on board, the first exterior door of any customer's destination must be **no further than 150 feet** from the vehicle and allow the driver the ability to **maintain sight of the vehicle at all times while rendering this service.**

#### **3.2.2 Wait Time Revision to Late Cancellation & No-Show Policy**

Drivers will be obligated to wait for the customer **5 minutes** from the time they report their arrival via MDC or radio. If the customer is not present for boarding when the driver has arrived at the door, the driver will verbally announce his arrival, knock on the door and/or ring the doorbell, and make subsequent announcements for a predetermined period of time (subject to WMATA's direction) before returning to the vehicle and requesting authorization to list the customer as a "no show."

Call center personnel will make a good faith effort to the contact the customer via telephone (in addition to the automated arrival call that is made to all customers being served by dedicated providers) before authorizing the driver to proceed to the next destination. If the customer can be reached and becomes available for boarding while the driver is still on site during this process, the driver will return to the door to assist the customer. However, customers who repeatedly not ready for boarding upon the driver's arrival are subject to the terms and conditions of WMATA's Late Cancellation & No-Show Policy.

### **3.2.3 Exceptions to Door-to-Door Service**

#### **3.2.3.1 Customer Does Not Want the Service**

The obligation to provide door-to-door service applies equally to dedicated, non-dedicated, and taxi providers in the MetroAccess system, and it shall be assumed that all customers expect this level of service unless they indicate otherwise by being available for boarding at the curb.

#### **3.2.3.2 Customer's Location is Not "Serviceable"**

If a customer's location is not serviceable for door-to-door service, the driver will be authorized to render curb-to-curb service, and the customer will be responsible to and from the curb. Examples of non-serviceable locations include:

- no safe parking space
- no safe, accessible path of travel from street to door
- line of sight of vehicle cannot be maintained within 150 feet
- parking environments that would require vehicles to make unsafe maneuvers such as backing or egress into traffic in limited sight distance situations

#### **3.2.3.3 Customer Requests Alternate Entrance**

As defined in Section 3.2.1 above, door-to-door service will be provided to the first exterior door that is closest to the public right of way. However, in some instances, that door may not be closest to the customer's preferred pickup location, as in an apartment complex. If the customer requests pickup from a location that is further away from the public right of way, then that location must be "serviceable" as defined in Section 3.2.3.2 above.

#### **3.2.3.4 Severe Weather Conditions**

WMATA's Severe Weather Policy contains provisions for limiting or suspending MetroAccess service if hazardous conditions prevail. Under those circumstances, MetroAccess drivers may not be able to provide door-to-door service

because of obstacles along the path of travel, such as snow or ice.

### **3.2.4 Driver Responsibilities in Rendering Door-to-Door Service**

#### **3.2.4.1 Assisting Customers**

Drivers will be required to assist the customer along the entire path of travel between vehicle and door at both pickup and drop-off locations. Such assistance may include allowing the customer to hold the driver's arm and maneuvering the customer's wheelchair, always with the consent or specific request of the customer. Upon reaching the destination door, drivers are not permitted to enter, and customers will be discouraged from making such requests.

WMATA will not assume custodial responsibility for customers. Customers who anticipate needing special assistance at their drop-off location should either travel with a personal care attendant or make arrangements for another party to meet them at the drop-off location. If the customer has any concern regarding the safety of the drop-off location, the driver will be expected to notify dispatch and request instructions.

#### **3.2.4.2 Assisting Customers with Packages**

Drivers are required to assist customers with packages. Customers will only be permitted to travel with the volume of packages that the driver can carry in a single trip between vehicle and door, and the combined weight of all packages (even those carried by the customer without driver assistance) must not exceed 40 pounds. Drivers must not attempt to carry packages while escorting the customer to and from the door.

Drivers will be expected to see to the customer's safe arrival to and from the door separately from attending to packages. While on board the vehicle, packages must be stored in a location that does not interfere with safety features, clear path of travel within the vehicle, or securement of other passengers.

#### **3.2.4.3 Disputes Over Non-Serviceable Locations**

When drivers encounter non-serviceable locations, they are required to inform the customer of the problem and either offer service at an alternate location at the pickup or dropoff site that is serviceable (if one is available), or inform the customer that curb-to-curb service is the only alternative. If a customer

refuses to deboard the vehicle at a disputed location, the driver will be required to contact dispatch for further instructions.

### **3.2.5 Reporting Requirements**

The PM will be required to report on information pertaining to the delivery of door-to-door service, including but not limited to the number of customers who request and/or opt out of door-to-door service.

### **3.3 Taxi Operators and the FTA Drug & Alcohol Testing Policy**

Taxi operators will be subject to the FTA Drug & Alcohol Testing Policy in accordance with applicable FTA regulations.

### **3.4 Cashless Fare**

WMATA intends to eliminate collection of fares at the point of service on MetroAccess through a phased implementation of new technologies. The PM will be required to configure the Trapeze PASS software to accommodate user accounts for all customers that can be replenished through electronic means. As the customer completes a MetroAccess trip, the fare will be drawn from the account balance until it reaches a pre-determined limit. Then the customer will be prompted to replenish the account and will be restricted from making any further reservations until the account balance is sufficient.

The PM may establish a contractual arrangement with another firm to manage the banking mechanisms associated with these accounts (i.e., the management of electronic payments, collections, and customer inquiries related to their accounts). It is WMATA's intent to offer a sufficient number of payment methods to make the system accessible to all of its customers.

## **4.0 TECHNOLOGY**

### **4.1 Cashless Fare**

As described in Section 3.4 above, the PM is to provide the necessary technology to establish a cashless fare system for MetroAccess.

### **4.2 Trapeze Itinerary Planning Analysis and PLAN Modules and Other Technology Upgrade Requirements**

The PM will be required to install these applications and assist WMATA staff in using them to measure and improve operational efficiency, and to monitor compliance with performance standards and expectations, such as trip length as compared to fixed-route service. Trapeze PASS must be kept updated with current versions of digital mapping software and other pertinent GIS data to ensure that

proper calculation of supplemental fare charges and service area boundaries.

#### **4.3 Trapeze COM Customizations**

The PM will assist WMATA in adapting COM to produce reports with the same content and formatting as those produced for rail and bus operations through the PeopleSoft CRM application. The PM will also modify COM to allow for complaint intake and management by WMATA staff, with sufficient security and administrative rights to ensure data integrity at all times. COM is to be configured to receive MetroAccess customer feedback in electronic forms such as e-mail and web forms in addition to feedback keyed in by customer service representatives.

### **5.0 PERFORMANCE STANDARDS**

#### **5.1 Telephone Response Time**

Telephone response time shall mean a measure of service efficiency. Service efficiency shall be calculated by dividing the sum of the number of calls answered when holding less than or equal to 2 minutes plus the number of calls abandoned when holding less than or equal to 2 minutes by the sum of the number of total calls answered plus the number of calls abandoned after holding more than 2 minutes to the extent to which the number of calls abandoned after holding more than 2 minutes exceeds 4% of the total calls received. With respect to this paragraph only, "calls" shall mean customer calls for new reservations and inquiries on the status of same-day trips.

The PM shall be entitled to earn an incentive payment in the amount of \$7,500 if service efficiency for a month is 95% or greater. If service efficiency is 92% or lower, WMATA will assess a disincentive in the amount of \$7,500. If service efficiency is less than 93%, the PM will meet with WMATA staff to confer on reasons for reduced service efficiency and to develop solutions to improve performance. An additional incentive or disincentive of \$7,500 will be applicable where the efficiency measure improves or declines by a margin of 5% or more in either direction from the previous month.

There shall be no standard for maximum talk time since the objective is to ensure that each call fully satisfies the concerns and needs of the customer.

#### **5.2 Accident Frequency**

Accident frequency will be measured by the total number of vehicle accidents (regardless of preventability, injury status, or extent of property damage) occurring during a given month divided by the industry standard of 100,000 miles. The PM shall be entitled to receive an incentive payment of \$20,000 if the total number of vehicle accidents in a given month is less than 2.5 per 100,000 miles. For remedial purposes, WMATA will consider preventability in the assessment of disincentives.

WMATA will apply a disincentive in the amount of \$20,000 if the number of preventable vehicle accidents in a given month is in excess of 2.0 per 100,000 miles. The number of miles will include all dedicated vehicle miles operated (revenue, deadhead, and otherwise) in the course of delivering MetroAccess service. The PM will receive an additional \$10,000 incentive if performance in this category shows an improvement of 5% or more from performance in the prior month, and WMATA will assess an additional disincentive of \$10,000 if performance from the prior month shows a decline of 5% or more.

The definitions in this section are for the calculation of incentives and disincentives only and do not mitigate the PM's responsibility to report (and identify in all statistical reports) all incidents and accidents that take place in the delivery of MetroAccess service, regardless of whether the vehicle(s) involved are of dedicated, non-dedicated, or taxi origin.

The previous standard for measuring passenger injuries shall be eliminated.

### **5.3 Missed Trips**

A missed trip shall be defined as: (a) any trip which is marked as a "no show," but for which the driver failed to wait the required wait time before leaving the pickup location; and/or (b) any trip for which the driver arrived at the pickup more than 30 minutes outside the scheduled pick-up window ("Excessively Late"), and the customer does not board and take the trip.

The PM will be required to adjust its reporting mechanisms to appropriately capture statistics in accordance with this definition. Consistent with the revised Monthly Performance Goals (Excessively Late and Missed Trips), the Contractor shall be entitled to earn an incentive payment of \$10,000 if missed trips and excessively late trips do not exceed 1.0% of completed trips for the month. If missed trips and excessively late trips exceed 1.5% of completed trips per month, the PM will be assessed a disincentive of \$10,000. Where missed trips and excessively late trips are greater than 1.25%, the PM will meet with WMATA staff to confer about the reasons for the increased number of missed trips and excessively late trips and develop solutions to improve performance. All other aspects of the missed/excessively late trip incentive/disincentive remain in force except that the dollar value of the incentive/disincentive is reduced to \$10,000, and the PM will be required to issue two (2) free trip coupons at its own expense to all customers who have experienced a missed or excessively late trip.

### **5.4 Productivity**

Starting on July 1, 2007, the productivity goal shall be 1.25 passengers per hour, with an incentive offered at 1.4 pph and a disincentive assessed at 1.1 pph. This range shall apply to all remaining years of the contract's base period. The amount of the incentive/disincentive is reduced to \$5,000. An additional \$5,000 in incentive

disincentive will be applied if performance improves or declines by a 5% margin above or below the performance measured for the prior month.

#### **5.5 Customer Complaints**

Starting on July 1, 2007, in addition to the \$15,000 incentive/disincentive already in effect, an additional \$15,000 will be applied when the complaint total shows a 10% improvement or decline from the previous month.

#### **5.6 Driver Qualifications & Criminal History**

Drivers who are found to have any felony convictions (or convictions involving moral turpitude) in their criminal histories will not be considered qualified to serve as operators for MetroAccess service. Additionally, there shall be no statute of limitations for these types of convictions and the PM should employ all means available to extend criminal history searches to the broadest possible geographical and temporal search parameters. Convictions occurring more than 10 years prior to the search date may be excluded (other than the categories listed above) provided that continuous employment history is demonstrated in the intervening time.

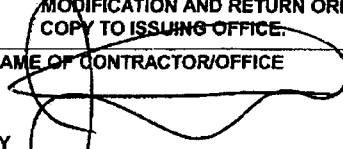

#### **5.7 On-Time Performance**

An incentive of \$15,000 will be paid for each month on-time performance exceeds 95% as defined in this contract, and an additional incentive or disincentive of \$15,000 will be applicable where the efficiency measure improves or declines by a margin of 5% or more in either direction from the previous month.



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
600 Fifth Street, NW, Washington, DC 20001-2651

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION <b>010</b>		2. EFFECTIVE DATE <b>(Same as block 17)</b>	
3. ISSUED BY CONTRACTS SECTION <b>Ted Croushore PRMT (Room 3E-01) Office of Procurement</b>		4. ADMINISTERED BY (If other than block 3)	
5. CONTRACTOR NAME AND ADDRESS <b>MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400</b>		6. (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <b>C05108</b> DATE <b>September 22, 2005</b> (See block 9)	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (If required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to the <u>Changes Clause</u> . The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION PCO 014 - FY 2008 costs for the continuation of T-1 communication lines for the period July 1, 2007 through January 14, 2010; PCO 015 - FY 2008 costs for the continuation of receptionist support for the period of July 1, 2007 through January 14, 2010; PCO 016 - Costs for Additional Leased Space at the MetroAccess offices at Silver Spring, MD for the period of October 1, 2005 through January 14, 2010.  1. Contractor shall provide the labor and services identified herein through the end of the Base Period of this contract, which is January 14, 2010 for a total price increase of \$582,095. At this time, these requirements are not fully funded, but are partially funded through June 30, 2008 as specified in item #2 below.  2. Funding in the amount of \$75,527 is provided for PCO 014; funding in the amount of \$38,029 is provided for PCO 015; and, funding in the amount of \$186,815 is provided for PCO 016. The total amount of this Modification is \$300,371 through June 30, 2008.  ----- MODIFICATION 010, Page 1 of 2 -----  Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND ONE COPY TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE  BY  (Signature of person authorized to sign)		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY  (Signature of Contracting Officer)	
13. NAME AND TITLE OF SIGNER (Type or print) <b>Jon Monson CEO</b>	14. DATE SIGNED <b>10/25/07</b>	16. NAME OF CONTRACTING OFFICER (Type or print) <b>Raj Chopra</b>	17. DATE SIGNED



**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**  
**CONTRACT MODIFICATION CONTINUATION**

**CONTRACT C05108**  
**MODIFICATION NO. 010**  
**PAGE 2 OF 2**

**3. The Contract Value is adjusted as follows as a result of this Modification:**

**Contract Summary:**

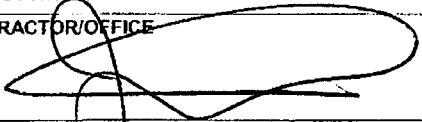

<b>Award Amount</b>	<b>\$203,542,817.00</b>
<b>Executed Modifications (001 - 009)</b>	<b>\$ <u>6,363,413.50</u></b>
<b>Current Value</b>	<b>\$209,906,230.50</b>
<b>This Modification</b>	<b>\$ <u>582,095.00</u></b>
<b>New Contract Value</b>	<b>\$210,488,325.50</b>
<b>Current operating Funding</b>	<b>\$ 73,160,651.24</b>
<b>Executed Modifications</b>	<b>\$ <u>6,363,413.50</u></b>
<b>Current Value</b>	<b>\$ 79,524,064.74</b>
<b>This Modification</b>	<b>\$ <u>300,371.00</u></b>
<b>New Funding Amount</b>	<b>\$ 79,824,435.74</b>

----- END MODIFICATION 010 -----



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
600 Fifth Street, NW, Washington, DC 20001-2651

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION <b>009</b>		2. EFFECTIVE DATE <b>(Same as block 17)</b>	
3. ISSUED BY CONTRACTS SECTION <b>Ted Croushore PRMT (Room 3E-01) Office of Procurement</b>		4. ADMINISTERED BY (If other than block 3)	
5. CONTRACTOR NAME AND ADDRESS <b>MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400</b> <small>(Street, city, county, state, and Zip Code)</small>		6. (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <b>C05108</b> DATE <b>September 22, 2005</b> (See block 9)	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (If required) PR 4448 for \$2,690,000 (MACS Operations Funds) and PR 4449 for \$1,810,000 (JARC Funds). PO 2838			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to the Changes Clause The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION <b>PCO 017 - Costs to Incorporate Service Enhancement Scope of Work attached.</b> 1. Contractor is to provide all necessary support to perform the requirements of the scope of work attached hereto. 2. Funding in the amount of \$4,500,000 is provided for this PCO 017.			
----- MODIFICATION 009, Page 1 of 2 -----			
Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed.			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND ONE COPY TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE BY  <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print) <b>Jon Monson CEO</b>	14. DATE SIGNED <b>8/7/07</b>	16. NAME OF CONTRACTING OFFICER (Type or print) <b>for Ashok Rajpal</b>	17. DATE SIGNED

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

CONTRACT MODIFICATION CONTINUATION

CONTRACT C05108  
MODIFICATION NO. 009  
PAGE 2 OF 2

2. The Contract Value is adjusted as follows as a result of this Modification:

Contract Summary:

Award Amount	\$203,542,817.00
Executed Modifications (001 - 008)	\$ <u>1,863,413.50</u>
Current Value	\$205,406,230.50
This Modification	\$ <u>4,500,000.00</u>
New Contract Value	\$209,906,230.50
Current Funding for FY'06, and 07 (PO 2838)	\$ 73,160,651.24
Executed Modifications	\$ <u>1,863,413.50</u>
Current Value	\$ 75,024,064.74
This Modification	\$ <u>4,500,000.00</u>
New FY'06/FY'07/FY'08 Funding Amount	\$ 79,524,064.74

----- END MODIFICATION 009 -----

**SCOPE OF WORK**  
**SERVICE ENHANCEMENT OF PARATRANSIT SERVICES**

**CONTRACT #C-05108**

**1.0 DEDICATED FLEET VEHICLES**

**1.1 Authority to Purchase Fleet Vehicles**

Unless otherwise directed, the Project Manager (MV Transportation, hereinafter referred to as the "PM") is responsible for the annual purchase of a pre-determined number of MetroAccess vehicles for replacement and expansion purposes. In each year of the contract, the PM will submit a written request to WMATA for authorization to purchase before any order for vehicles is placed. WMATA reserves the right to purchase vehicles for MetroAccess service directly, and in such cases, the PM will be required to issue a credit to WMATA for the amount allocated for the PM to make the purchase on behalf of the Authority. WMATA also reserves the right to direct the PM to order a greater or lesser quantity than originally allocated according to the rates specified in the contract.

**1.2 Authorization to Operate Vehicles Beyond Normal Life Expectancy**

WMATA will develop a fleet replacement schedule for MetroAccess service that establishes a four-year life expectancy for all fleet vehicles. However, to provide for optimum flexibility to respond to unforeseen fluctuations in ridership or expense, WMATA reserves the right to operate any fleet vehicles beyond the defined life expectancy as needed. Under these circumstances, it shall be understood that those vehicles operating beyond the defined life expectancy will be held to the same maintenance standards as all other dedicated vehicles; however, the PM will be authorized to submit for reimbursement those costs associated with the replacement of major components. Authorization for such reimbursement will be contingent upon the concurrence of WMATA maintenance personnel.

***1.2.1 Authorization to Continue Operating 75 Vehicles Currently Beyond Defined Life Expectancy***

Under this provision, the PM is hereby authorized to operate 75 vehicles that are already beyond the defined life expectancy through June 30, 2008.

### **1.2.2 Mechanism for Replacement of Major Components**

WMATA reserves the right to do any of the following:

1. Establish a contractual arrangement with a local vendor who will be authorized to order the components and complete the work;
2. Authorize MV to establish such a relationship;
3. Authorize MV to purchase spare OEM parts (engines and transmissions) and assign the repairs to the local vendor; or
4. Perform any of the above functions directly.

### **1.3 Fleet Replacement Schedule**

Fleet Replacement Plan (Document 11.4) is attached to this Scope of Work.

### **1.4 Preventive Maintenance and Safety Inspection Regimen**

The PM will be required to conduct a safety inspection to occur each calendar month regardless of the number of miles operated. MV is to produce a report on intervals/days of maintenance by facility for gap analysis. MV will also need to produce a safety inspection checklist for inclusion in this section.

### **1.5 Purchase of Fuel**

WMATA reserves the right to purchase and deliver fuel directly to contractor operating sites. As WMATA is tax-exempt, the PM would be required to credit WMATA with the cost of the fuel as well as taxes or other charges anticipated in the prevailing contract rates.

### **1.6 Ownership and Licensure of Vehicles**

To the extent that taxes can be avoided and cost savings realized, and to the extent that motor vehicle registration fees and decal maintenance can be eliminated, WMATA reserves the right to title or register the fleet vehicles in its own name and obtain exempt license plates, either prior to the time of purchase, or at any time thereafter. WMATA will also pursue to the extent possible the option of obtaining appropriate license(s) to enable MetroAccess vehicles to park in handicapped or otherwise restricted parking areas to more conveniently service its disabled customers.

## **2.0 PERSONNEL**

### **2.1 Adjustments to Call Center Staffing**

According to several independent audits, staffing levels must be adjusted. The PM shall establish and continuously maintain staffing at the following levels:

- Reservations Agents, increase to 41 FTE
- Reservations Supervisors, increase to 2 FTE
- Dispatchers, increase to 46 FTE (consolidate WMR with dispatch)
- Dispatch Floor Supervisors, increase to 5 FTE
- Dispatch Manager, increase to 2 FTE
- Schedulers, increase to 7 FTE (includes one as supervisor)\*
- Customer Relations, increase to 7 FTE (includes one as supervisor)
- No-Show Policy Review Clerks, 2 FTE
- DriveCam Manager and Assistant, 2 FTE
- IT Assistant, 1 FTE
- Drug & Alcohol Testing Program Assistant, 1 FTE
- Call Center Training Manager, 1 FTE (may be optional)

### **2.2 Adjustments to Operating Methodologies that Affect Staffing**

The PM shall observe the following in assessing ongoing staffing needs:

- Road supervisors must adhere to a static ratio of supervisors to drivers/peak vehicles.
- Reconciliation clerks will be required until concerns of AUDT and third-party reviewers are satisfied.
- Reservations staffing may decrease with increased use of online booking.
- Dispatch staffing may decrease where WMR calls can be expedited through improved skill sets and augmentation of IVR system to route calls to correct agent based on client ID.

## **3.0 SERVICE DESIGN**

MetroAccess service is provided through a combination of dedicated (WMATA-provided) vehicles, non-dedicated (contractor-provided) vehicles, and third-party (taxi) service. It is in the intent of this contract to maximize the percentage of service provided by dedicated vehicles to the extent that budgetary constraints will allow so that the greatest number of MetroAccess trips are provided by vehicles that are directly maintained by the Project Manager (PM) and equipped with AVL technology and DriveCam safety cameras. Dedicated vehicles will also be centrally controlled by the MetroAccess call center and will have both voice and digital communication

capabilities. The current allocation of MetroAccess vehicle resources for service is 80% dedicated, 15% non-dedicated, and 5% taxi.

### **3.1 Non-Dedicated Service**

Non-dedicated service providers are mostly employed for the purpose of serving customers who are traveling to common destinations, such as social service agencies and vocational programs. Except as specified herein, the PM is required to manage this service under the same provisions for dedicated service that are outlined in the contract.

#### **3.1.1 Compensation**

The PM will be compensated on a per-trip basis according to the same rate schedule for taxi service that is provided in the contract.

#### **3.1.2 Service Delivery and Training**

Non-dedicated providers will be required to have their drivers certified in the same training regimen used by the PM for dedicated services. Non-dedicated drivers will be subject to the same operating policies as dedicated drivers except as determined by WMATA.

#### **3.1.3 Insurance Requirements**

Non-dedicated providers must carry equal insurance coverage as is required for dedicated providers.

#### **3.1.4 Vehicle Maintenance Requirements**

Non-dedicated providers will be held to the same maintenance standards as those required of taxi providers, and there will be no restrictions on the age of non-dedicated fleet vehicles provided that they are maintained to taxi maintenance and safety standards.

#### **3.1.5 Applicability of Operating Standards and Statistics**

Non-dedicated trips will be included in the calculation of the PM's performance in terms of productivity and on-time performance. Standards for excessive trip length will be mitigated for this service with documentation from customers (or their designees/agencies) indicating their desire for MetroAccess to pick them up far in advance of the time required to ensure on-time arrival at the destination.

#### **3.1.6 Fare Collection**

WMATA intends to eliminate collection of fares at the point of service on MetroAccess through a phased implementation of new technologies. In the interim, the PM will generate and transmit monthly invoices to those agencies designated by WMATA whose members are not paying fares on boarding a MetroAccess vehicle. Any collections issues that may ensue following the issuance of these invoices will be referred by the PM to WMATA in a timely manner for resolution.

### **3.2 Door-to-Door Service**

WMATA's Board of Directors approved the transition of MetroAccess from curb-to-curb to door-to-door service in December 2006. The intent of this action is to render a level of assistance that facilitates faster and safer boarding for customers. Although not all MetroAccess customers need or want door-to-door service, it is our commitment to make it available to any MetroAccess customer who does want the service. Door-to-door service will not be fully implemented until all PM personnel are fully trained in providing the service, and until WMATA has issued literature and marketed the service to customers in advance. An updated version of the MetroAccess Customer Guide will be released to include a complete definition of door-to-door service and a description of how it will be implemented. The expected implementation of this service is in the summer of 2007.

#### **3.2.1 Definition of Door-to-Door Service**

Door-to-door service shall be defined as the obligation of the MetroAccess driver to escort a customer between the vehicle and the **first exterior door closest to the public right of way** at the customer's origin and destination on all trips for which such service is requested. For the safety of other passengers on board, the first exterior door of any customer's destination must be **no further than 100 feet** from the vehicle to allow the driver the ability to **maintain sight of the vehicle at all times while rendering this service**.

#### **3.2.2 Wait Time Revision to Late Cancellation & No-Show Policy**

Drivers will be obligated to wait for the customer **no more than 5 minutes** from the time they announce their arrival at the door. If the customer is not present for boarding within that time, the driver will be authorized to return to the vehicle and request authorization to list the customer as a "no show" and proceed to the next destination. Call center personnel will make a good faith effort to contact the customer in addition to the automated arrival call that is made to all customers being served by dedicated providers.

#### **3.2.3 Exceptions to Door-to-Door Service**

##### **3.2.3.1 Customer Does Not Want the Service**



It shall be assumed that all customers expect this level of service unless they indicate otherwise. The PM will be required to annotate the driver manifest and MDT screen with a notation indicating whether or not door-to-door service applies to each trip listed. Mechanisms for opting out of door-to-door service will be provided through the MetroAccess eligibility and reservations processes, and by way of IVR and web technology. The obligation to provide door-to-door service applies equally to dedicated, non-dedicated, and taxi providers in the MetroAccess system.

### **3.2.3.2 Customer's Location is Not "Serviceable"**

If a customer's location is not serviceable for door-to-door service, the driver will be authorized to render curb-to-curb service, and the customer will be responsible to and from the curb. Examples of non-serviceable locations include:

- no legal or safe parking space
- no safe, accessible path of travel from street to door
- line of sight of vehicle cannot be maintained within 100 feet

### **3.2.3.3 Customer Requests Alternate Entrance**

As defined in Section 3.2.1 above, door-to-door service will be provided to the first exterior door that is closest to the public right of way. However, in some instances, that door may not be closest to the customer's preferred pickup location, as in an apartment complex. If the customer requests pickup from a location that is further away from the public right of way, that location must be "serviceable" as defined in Section 3.2.3.2 above.

### **3.2.3.4 Severe Weather Conditions**

WMATA's Severe Weather Policy contains provisions for limiting or suspending MetroAccess service if hazardous conditions prevail. Under those circumstances, MetroAccess drivers may not be able to provide door-to-door service because of obstacles along the path of travel, such as snow or ice.

### **3.2.4 Driver Responsibilities in Rendering Door-to-Door Service**

#### **3.2.4.1 Assisting Customers**

Drivers will be required to assist the customer along the entire path of travel between vehicle and door at both pickup and dropoff locations. Such assistance may include steadying the customer to compensate for balance issues, allowing the customer to hold the driver's arm for those with blindness or visual impairments, and maneuvering the customer's wheelchair. Upon reaching the destination door, drivers are not permitted to enter, and customers will be discouraged from making such requests. Drivers should ensure that the customer has been delivered to a safe, serviceable location before departing, but will not assume custodial responsibility for delivering the customer to any person. If there is any doubt of the customer's safety at any location, the driver will be expected to notify dispatch and request instructions.

#### **3.2.4.2 Assisting Customers with Packages**

Drivers are required to assist customers with packages. Customers will only be permitted to travel with the number of packages that the driver can carry in a single trip between vehicle and door, and the combined weight of those packages must not exceed 40 pounds. Drivers must not attempt to carry packages while escorting the customer to and from the door. Drivers will be expected to see to the customer's safe arrival to and from the door before attending to packages.

#### **3.2.4.3 Disputes Over Non-Serviceable Locations**

When drivers encounter non-serviceable locations, they are required to inform the customer of the problem and either offer service at an alternate location at the pickup or dropoff site that is serviceable (if one is available), or inform the customer that curb-to-curb service is the only alternative. If a customer refuses to deboard the vehicle at a disputed location, the driver will be required to contact dispatch for further instructions.

### **3.2.5 Reporting Requirements**

The PM will be required to report on information pertaining to the delivery of door-to-door service, including but not limited to the number of customers who request and/or opt out of door-to-door service.

### **3.3 Taxi Service**

Taxi operators will be subject to the FTA Drug & Alcohol Testing Policy in the same manner as dedicated and non-dedicated providers in the MetroAccess system.

### **3.4 Cashless Fare**

WMATA intends to eliminate collection of fares at the point of service on MetroAccess through a phased implementation of new technologies. The PM will be required to configure the Trapeze PASS software to accommodate user accounts for all customers that can be replenished through electronic means. As the customer completes a MetroAccess trip, the fare will be drawn from the account balance until it reaches a pre-determined limit. Then the customer will be prompted to replenish the account and will be restricted from making any further reservations until the account balance is sufficient.

The PM may establish a contractual arrangement with another firm to manage the banking mechanisms associated with these accounts (i.e., the management of electronic payments, collections, and customer inquiries related to their accounts). It is WMATA's intent to offer a sufficient number of payment methods to make the system accessible to all of its customers.

## **4.0 TECHNOLOGY**

### **4.1 Cashless Fare**

As described in Section 3.4 above, the PM is to provide the necessary technology to establish a cashless fare system for MetroAccess.

### **4.2 Itinerary Planning Analysis Module, Trapeze**

The PM will be required to install this application and assist WMATA staff in using it to measure and improve operational efficiency, and to monitor compliance with performance standards and expectations, such as trip length as compared to fixed-route service.

### **4.3 Trapeze COM Customizations**

The PM will assist WMATA in adapting COM to produce reports with the same content and formatting as those produced for rail and bus operations through the PeopleSoft CRM application. The PM will also modify COM to allow for complaint intake and management by WMATA staff, with sufficient security and administrative rights to ensure data integrity at all times. COM is to be configured to receive MetroAccess customer feedback in electronic forms such as e-mail and web forms in addition to feedback keyed in by customer service representatives.

## **5.0 PERFORMANCE STANDARDS**

The Contract Performance Standards chart is attached to this Scope of Work.

### **5.1 Telephone Response Time**

Telephone response time shall mean a measure of service efficiency. Service efficiency shall be calculated by dividing the sum of the number of calls answered when holding less than or equal to 2 minutes plus the number of calls abandoned when holding less than or equal to 2 minutes by the sum of the number of total calls answered plus the number of calls abandoned after holding more than 2 minutes to the extent to which the number of calls abandoned after holding more than 2 minutes exceeds 4% of the total calls received. With respect to this paragraph only, "calls" shall mean customer calls for new reservations and inquiries on the status of same-day trips.

The PM shall be entitled to earn an incentive payment in the amount of \$15,000 if service efficiency for a month is 95% or greater. If service efficiency is 92% or lower, WMATA will assess a disincentive in the amount of \$15,000. If service efficiency is less than 93%, the PM will meet with WMATA staff to confer on reasons for reduced service efficiency and to develop solutions to improve performance.

There shall be no standard for maximum talk time since the objective is to ensure that each call fully satisfies the concerns and needs of the customer.

### **5.2 Accident Frequency**

Accident frequency will be measured by the total number of vehicle accidents (regardless of preventability, injury status, or provider type) occurring during a given month divided by the industry standard of 100,000 miles. The PM shall be entitled to receive an incentive payment of \$20,000 if the number of vehicle accidents in a given month is less than 2.0 per 100,000 miles, and WMATA will assess a disincentive in the amount of \$20,000 if the number of vehicle accidents in a given month is in excess of 3.0 per 100,000 miles. The number of miles will include all dedicated vehicle miles operated (revenue, deadhead, and otherwise) in the course of delivering MetroAccess service. The PM will receive an additional \$10,000 incentive if performance in this category shows an improvement of 5% or more from performance in the same month of the previous year, and WMATA will assess an additional disincentive of \$10,000 if performance from the same month of the previous year shows a decline of 5% or more.

The previous standard for measuring passenger injuries shall be eliminated.

### **5.3 Missed Trips**

A missed trip shall be defined as any trip in which (1) the driver failed to wait the required wait time before leaving the pickup location; and/or (2) the driver arrived at the pickup more than 30 minutes outside the window (excessively late) and the customer does not board and take the trip.

The PM will be required to adjust its reporting mechanisms to appropriately capture statistics in accordance with this definition. All other aspects of the missed/excessively late trip incentive/disincentive remain in force except that the dollar value of the incentive/disincentive is reduced to \$10,000, and the PM will be required to issue two (2) free trip coupons at its own expense to all customers who have experienced a missed or excessively late trip.

#### **5.4 Productivity**

Starting on July 1, 2007, the productivity goal shall be 1.25 passengers per hour, with an incentive offered at 1.4 pph and a disincentive assessed at 1.1 pph. This range shall apply to all remaining years of the contract's base period. The amount of the incentive disincentive is reduced to \$10,000. An additional \$10,000 in incentive disincentive will be applied if performance improves or declines by a 5% margin above or below the performance measured in the same month of the previous year.

#### **5.5 Customer Complaints**

Starting on July 1, 2007, in addition to the \$15,000 incentive/disincentive already in force, an additional \$15,000 will be applied when the complaint total shows a 10% improvement or decline from the previous quarterly average, where quarters are defined as within WMATA's July to June fiscal calendar.

#### **5.6 Driver Qualifications – Criminal History**

Drivers who are found to have any felony convictions in their criminal histories will not be considered qualified to serve as operators for MetroAccess service.



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
600 Fifth Street, NW, Washington, DC 20001-2651  
**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION <b>008</b>	2. EFFECTIVE DATE <b>(Same as block 17)</b>
3. ISSUED BY CONTRACTS SECTION <b>Ted Croushore PRMT (Room 3E-01) Office of Procurement</b>	4. ADMINISTERED BY (if other than block 3)

5. CONTRACTOR NAME AND ADDRESS <b>MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400</b> <small>(Street, city, county, state, and Zip Code)</small>	6. (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT ORDER NO. <b>C05108</b> DATE <b>September 22, 2005</b> (See block 7)
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**7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers  is extended,  is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning \_\_\_\_\_ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**8. ACCOUNTING AND APPROPRIATION DATA (if required)**  
PR 3287 for \$17,050 and PR 3616 for \$71,625.13. Operating funds, PO 2838

**9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS**

(a)  This Change Order is issued pursuant to the Changes Clause  
The Changes set forth in block 10 are made to the above numbered contract/order.

(b)  The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10.

(c)  This Supplemental Agreement is entered into pursuant to authority of \_\_\_\_\_  
it modifies the above numbered contract as set forth in block 10.

**10. DESCRIPTION OF AMENDMENT/MODIFICATION**

PCO 014 - Second Year of Service Charges for T-1 Lines on Second Floor at Silver Spring for the period January 15, 2007 through June 30, 2007;  
PCO 015 - Costs to Continue Receptionist for MetroAccess offices at Silver Spring, MD for the period of January 15, 2007 through June 30, 2007

1. Contractor is to provide all necessary support to provide for the continuation of T-1 line service from Atlantech as originally authorized under Modification 005. In the event this funding is exceeded, Contractor is permitted to route calls from the Atlantech T-1 lines to WMATA's MCI T-1 lines. Contractor is to provide labor for a Receptionist for the Metro Access Office at Silver Spring, MD as originally authorized under Modification 004. It is anticipated that this position will be required through January 14, 2010. However, funding is only provided as approved by WMATA's Board of Directors for each Fiscal Year. Relocation to other offices within the Washington Metropolitan Area is permitted.

2. Funding in the amount of \$32,804.31 is provided for PCO 014 and funding in the amount of \$18,442.19 is provided for PCO 015. The total amount of this Modification is \$49,246.50 through June 30, 2007.

MODIFICATION 008, Page 1 of 2

Except as provided hereto, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.

11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND ONE COPY TO ISSUING OFFICE.	<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT
--	---

12. NAME OF CONTRACTOR/OFFICE  BY _____ <small>(Signature of person authorized to sign)</small>	15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY _____ <small>(Signature of Contracting Officer)</small>
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13. NAME AND TITLE OF SIGNER (Type or print) 	14. DATE SIGNED <b>4/6/07</b>	16. NAME OF CONTRACTING OFFICER (Type or print) <b>Teresa L. Scott</b> 	17. DATE SIGNED <b>4/5/07</b>
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**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
CONTRACT MODIFICATION CONTINUATION**

**CONTRACT C05108  
MODIFICATION NO. 008  
PAGE 2 OF 2**

3. Funding is not currently available for this Modification beyond the FY'07 amount of \$49,246.50. Additional funding is contingent upon approval of the FY 08 Budget by WMATA's Board of Directors. Contractor will be notified by letter once the balance of funding is available.
4. The Contract Value is adjusted as follows as a result of this Modification:

**Contract Summary:**



Award Amount	\$203,542,817.00
Executed Modifications (001 - 007)	<u>\$ 1,814,167.00</u>
Current Value	\$205,356,984.00
This Modification	<u>\$ 49,246.50</u>
New Contract Value	\$205,406,230.50
Current operating Funding for FY'06 and 07 (PO 2838)	\$ 73,160,651.24
Executed Modifications	<u>\$ 1,814,167.00</u>
Current Value	\$ 74,974,818.24
This Modification	<u>\$ 49,246.50</u>
New FY'06/FY'07 Funding Amount	\$ 75,024,064.74

————— **END MODIFICATION 008** —————



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
600 Fifth Street, NW, Washington, DC 20001-2651

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION <b>007</b>		2. EFFECTIVE DATE <b>(Same as block 17)</b>	
3. ISSUED BY CONTRACTS SECTION <b>Cathy P. Rooths PRMT (Room 3B-01) Office of Procurement</b>		4. ADMINISTERED BY (If other than block 3)	
5. CONTRACTOR NAME AND ADDRESS <b>MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400</b> <small>(Street, city, county, state, and Zip Code)</small>		6. (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <b>C05108</b> DATE <b>September 22, 2005</b> (See block 9)	
7. <b>THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS</b> <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. <b>ACCOUNTING AND APPROPRIATION DATA (if required)</b> PR 1294 for \$22,000, Operating Funds. PO 2838			
9. <b>THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS</b> (a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to the <u>Changes Clause</u> . The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. <b>DESCRIPTION OF AMENDMENT/MODIFICATION</b> <b>PCO 010 - Cabling from Fourth Floor to Second Floor LAN Rooms at Silver Spring</b> 1. Contractor is to provide labor, material, equipment, and all necessary incidentals to provide for all work as defined in the specified PCOs per the direction of the Authority Representative. Work includes, but is not limited to: voice cabling from hub to workstations/walls, CAT 5 and patch cables between floors, labeling and operational testing of completed installations. 2. The total amount of this Modification is \$21,998. This Modification is for full accord and satisfaction of all cost and time issues associated with PCO 010.			
----- MODIFICATION 007, Page 1 of 2 -----			
<small>Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</small>			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND <u>ONE</u> COPY TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE BY  <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print) <b>Jon Monson CEO</b>	14. DATE SIGNED <b>5/10/06</b>	16. NAME OF CONTRACTING OFFICER (Type or print) <b>Cathy P. Rooths</b>	17. DATE SIGNED <b>5/10/06</b>



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

CONTRACT MODIFICATION CONTINUATION

CONTRACT C05108  
MODIFICATION NO. 007  
PAGE 2 OF 2

5. The Contract Value is adjusted as follows as a result of this Modification:

Contract Summary:

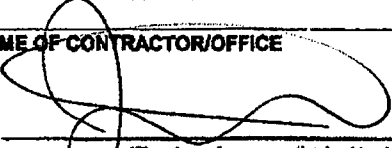

Award Amount	\$203,542,817.00
Executed Modifications	<u>\$ 1,426,061.00</u>
Current Value	\$204,968,878.00
This Modification	<u>\$ 21,998.00</u>
New Contract Value	\$204,990,876.00
Initial Funding for FY'06 incl. Incentive funds (PO 2838)	\$ 24,177,204.50
Executed Modifications	<u>\$ 1,426,061.00</u>
Current Value	\$ 25,603,265.50
This Modification	<u>\$ 21,998.00</u>
New FY'06/FY'07 Funding Amount	\$ 25,625,263.50

----- END MODIFICATION 007 -----



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
600 Fifth Street, NW, Washington, DC 20001-2651

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION <b>006</b>		2. EFFECTIVE DATE <b>(Same as block 17)</b>	
3. ISSUED BY CONTRACTS SECTION <b>Cathy P. Rooths PRMT (Room 3B-01) Office of Procurement</b>		4. ADMINISTERED BY (if other than block 3)	
5. CONTRACTOR NAME AND ADDRESS <b>MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400</b>		6. (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <b>C05108</b> DATE <b>September 22, 2005</b> (See block 9)	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (if required) PR 1293 for \$82,325, Operating Funds. PO 2838			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to the <u>Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION PCO 006 - Printing and Mailing of Customer Letters; PCO 008 - Early Transfer of Reservation Functions; PCO 012 - Removal of AM/FM Radios from Paratransit Service Vehicles  1. Contractor is to provide labor, material, equipment, and all necessary incidentals to provide for all work as defined in the specified PCOs per the direction of the Authority Representative.  2. The total amount of this Modification is \$23,979. This Modification is for full accord and satisfaction of all cost and time issues associated with PCOs 006, 008, and 012.			
----- MODIFICATION 006, Page 1 of 2 -----			
Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND ONE COPY TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE  BY  (Signature of person authorized to sign)		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY  (Signature of Contracting Officer)	
13. NAME AND TITLE OF SIGNER (Type or print) <b>Jon Monson CEO</b>	14. DATE SIGNED <b>5/10/06</b>	16. NAME OF CONTRACTING OFFICER (Type or print) <b>Cathy P. Rooths</b>	17. DATE SIGNED <b>5/10/06</b>

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

CONTRACT MODIFICATION CONTINUATION

CONTRACT C05108  
MODIFICATION NO. 006  
PAGE 2 OF 2

5. The Contract Value is adjusted as follows as a result of this Modification:

Contract Summary:


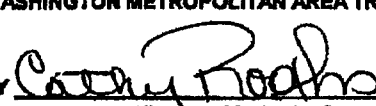
Award Amount	\$203,542,817.00
Executed Modifications	<u>\$ 1,402,082.00</u>
Current Value	\$204,944,899.00
This Modification	<u>\$ 23,979.00</u>
New Contract Value	\$204,968,878.00
Initial Funding for FY'06 Incl. Incentive funds (PO 2838)	\$ 24,177,204.50
Executed Modifications	<u>\$ 1,402,082.00</u>
Current Value	\$ 25,579,286.50
This Modification	<u>\$ 23,979.00</u>
New FY'06/FY'07 Funding Amount	\$ 25,603,265.50

----- END MODIFICATION 006 -----



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
600 Fifth Street, NW, Washington, DC 20001-2651

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION <b>005</b>		2. EFFECTIVE DATE <b>(Same as block 17)</b>	
3. ISSUED BY CONTRACTS SECTION <b>Cathy P. Rooths PRMT (Room 3B-01) Office of Procurement</b>		4. ADMINISTERED BY (If other than block 3)	
5. CONTRACTOR NAME AND ADDRESS <b>MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400</b>		6. (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <b>C05109</b> DATE <b>September 22, 2005</b> (See block 9)	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (if required) PR 1293 for \$82,325, Operating Funds. PO 2838			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to the Changes Clause The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION <b>PCO 001 - Installation and First Year Service Charges for T-1 Lines on Second Floor at Silver Spring</b>  1. Contractor is to provide labor, material, equipment, and all necessary incidentals to provide for the installation of T-1 lines from Atlantech for the purpose of inbound/outbound calls to/from the call center and to provide data and voice capability to the call center, and Internet access at 5Mbps. Calling Plan is "VoicePack" which includes unlimited domestic/long-distance for 115 voice lines. Continuation of this service beyond January 2007 is contingent upon funding availability and the service may be terminated at any time by the Authority at no additional cost provided 30 calendar days notice is provided of this intent.  2. The total amount of this Modification is \$58,348. This Modification is for full accord and satisfaction of all cost and time issues associated with PCO 001.			
----- MODIFICATION 005, Page 1 of 2 ----- Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND ONE COPY TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE  BY  (Signature of person authorized to sign)		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY  (Signature of Contracting Officer)	
13. NAME AND TITLE OF SIGNER (Type or print) <b>Jon monson CEO</b>	14. DATE SIGNED <b>5/10/06</b>	16. NAME OF CONTRACTING OFFICER (Type or print) <b>Cathy P. Rooths</b>	17. DATE SIGNED <b>5/10/06</b>

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**

**CONTRACT MODIFICATION CONTINUATION**

**CONTRACT C05108  
MODIFICATION NO. 005  
PAGE 2 OF 2**

**5. The Contract Value is adjusted as follows as a result of this Modification:**

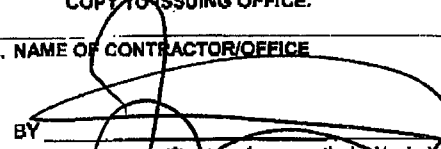

**Contract Summary:**

<b>Award Amount</b>	<b>\$203,542,817.00</b>
<b>Executed Modifications</b>	<b>\$ <u>1,343,736.00</u></b>
<b>Current Value</b>	<b>\$204,886,553.00</b>
<b>This Modification</b>	<b>\$ <u>58,346.00</u></b>
<b>New Contract Value</b>	<b>\$204,944,899.00</b>
<b>Initial Funding for FY'06 incl. Incentive funds (PO 2838)</b>	<b>\$ 24,177,204.50</b>
<b>Executed Modifications</b>	<b>\$ <u>1,343,736.00</u></b>
<b>Current Value</b>	<b>\$ 25,520,940.50</b>
<b>This Modification</b>	<b>\$ <u>58,346.00</u></b>
<b>New FY'06/FY'07 Funding Amount</b>	<b>\$ 25,579,286.50</b>

----- **END MODIFICATION 005** -----



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
 600 Fifth Street, NW, Washington, DC 20001-2651  
**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

<b>1. AMENDMENT/MODIFICATION</b> 004	<b>2. EFFECTIVE DATE</b> (Same as block 17)
<b>3. ISSUED BY CONTRACTS SECTION</b> Cathy P. Rooths PRMT (Room 3B-01) Office of Procurement	<b>4. ADMINISTERED BY (if other than block 3)</b>
<b>5. CONTRACTOR NAME AND ADDRESS</b> MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400  <small>(Street, city, county, state, and Zip Code)</small>	<b>6.</b> (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____  DATE _____ (See block 7) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <b>C05108</b>  DATE <b>September 22, 2005</b> (See block 8)
<b>7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS</b> <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	
<b>8. ACCOUNTING AND APPROPRIATION DATA (if required)</b> PR 1196 for \$39,511.29, Operating Funds. PO 2838	
<b>9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS</b> (a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to the Changes Clause The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.	
<b>10. DESCRIPTION OF AMENDMENT/MODIFICATION</b> PCO 007 - Receptionist for Metro Access Offices at Silver Spring  1. Contractor is to provide labor for a Receptionist for the Metro Access Offices at Silver Spring. Primary function is to provide administrative support under general supervision. Person hired must meet minimum qualification requirements as shown in the attached Position Description. Total duration of this position is to be no more than 12 months, however, should it be necessary to terminate services early, a pro-rated amount based on 1/12th of the total amount of this Modification will be credited for each month less than a full year of service. Relocation to other offices within the Washington Metropolitan Area is permitted.  2. The total amount of this Modification is \$32,780. This Modification is for full accord and satisfaction of all cost and time issues associated with PCO 007.	
----- MODIFICATION 004 Page 1 of 2 ----- Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.	
<b>11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND ONE COPY TO ISSUING OFFICE.</b>	<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT
<b>12. NAME OF CONTRACTOR/OFFICE</b>  BY  <small>(Signature of person authorized to sign)</small>	<b>15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY</b>  BY  <small>(Signature of Contracting Officer)</small>
<b>13. NAME AND TITLE OF SIGNER (Type or print)</b> Jon Monson, CEO	<b>14. DATE SIGNED</b> 5-2-06
<b>16. NAME OF CONTRACTING OFFICER (Type or print)</b> Cathy P. Rooths	<b>17. DATE SIGNED</b> 5/2/06

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**

**CONTRACT MODIFICATION CONTINUATION**

**CONTRACT C05108  
MODIFICATION NO. 004  
PAGE 2 OF 2**

**5. The Contract Value is adjusted as follows as a result of this Modification:**

**Contract Summary:**

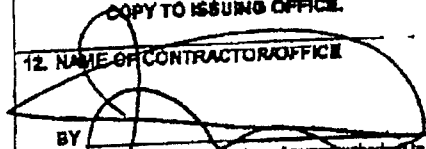
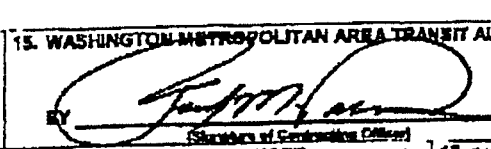
<b>Award Amount</b>	<b>\$203,542,817.00</b>
<b>Executed Modifications</b>	<b>\$ <u>1,310,956.00</u></b>
<b>Current Value</b>	<b>\$204,853,773.00</b>
<b>This Modification</b>	<b>\$ <u>32,780.00</u></b>
<b>New Contract Value</b>	<b>\$204,886,553.00</b>

<b>Initial Funding for FY'06 incl. Incentive funds (PO 2838)</b>	<b>\$ 24,177,204.50</b>
<b>Executed Modifications</b>	<b>\$ <u>1,310,956.00</u></b>
<b>Current Value</b>	<b>\$ 25,488,160.50</b>
<b>This Modification</b>	<b>\$ <u>32,780.00</u></b>
<b>New FY'06/FY'07 Funding Amount</b>	<b>\$ 25,520,940.50</b>

----- **END MODIFICATION 004** -----



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
 500 FIFTH Street, NW, Washington, DC 20001-2851  
**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION 003, Part 1		2. EFFECTIVE DATE (Same as block 17)	
3. ISSUED BY CONTRACTS SECTION Cathy P. Rooths PRMT (Room 3B-01) Office of Procurement		4. ADMINISTERED BY (if other than block 3)	
5. CONTRACTOR NAME AND ADDRESS  MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400		6. (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <u>C05108</u> DATE <u>September 22, 2006</u> (See block 7)	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (if required) Funding approved by the Board on MEAD 98133 on 03/17/06 in the amount of \$1,090,958. PR 1068, Operating Funds - \$1,090,958. FY'06 - \$777,290; FY'07 - \$313,668. PO 2839			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to the <u>Changes Clause</u> . The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION PCO 002 - Costs to Support 77 Additional Vehicles from WMATA's Surplus Fleet  1. Contractor is to provide labor, material, equipment, and all necessary incidentals for the operation and equipping of 77 vehicles to be added to the Paratransit vehicle fleet. These vehicles are to be equipped with Mobile Data Computers (MDCs) and Digicams with contract specified spares provided for each. Additional costs associated with the operation of these vehicles, such as Dispatchers, Vehicle Insurance, NEXTEL radios with service fees, Mentor Public Data Network and Support Services are also included. Costs for repairs to these vehicles necessary to bring them to operating condition are not included in this Modification.  2. This is a PART 1 Modification in the not-to-exceed amount of \$1,090,958, the final amount of this Modification is contingent upon negotiation and subject to audit adjustment and will be finalized in a PART 2 Modification.			
MODIFICATION 003, Part 1, Page 1 of 2			
<small>Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</small>			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND ONE COPY TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE  BY 		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY 	
13. NAME AND TITLE OF SIGNER (Type or print) Jon Monson, CEO		14. DATE SIGNED 5-2-06	17. DATE SIGNED 5/02/06



## WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

## CONTRACT MODIFICATION CONTINUATION

CONTRACT C05108  
 MODIFICATION NO. 003, Pt. 1  
 PAGE 2 OF 2

3. The following change is made to PART III - Scope of Services, SECTION 5 - Operating Plan, Subsection 5.1.3(d) to be consistent with the tariff:
- "Two (delete One) children under the age of five rides free with a fare-paying customer."
4. Funding is not currently available for this Modification beyond the FY'06 amount of \$777,290. The balance of the funding (\$313,666) is contingent upon approval of the FY'07 Budget by WMATA's Board of Directors. Contractor will be notified by letter once the balance of funding is available.
5. The Contract Value is adjusted as follows as a result of this Modification:

## Contract Summary:

Award Amount	\$203,542,817.00
Executed Modifications	\$ <u>220,000.00</u>
Current Value	\$203,762,817.00
This Modification	\$ <u>1,090,956.00</u>
New Contract Value	\$204,853,773.00
Initial Funding for FY'06 incl. Incentive funds (PO 2838)	\$ 24,177,204.50
Executed Modifications	\$ <u>220,000.00</u>
Current Value	\$ 24,397,204.50
This Modification	\$ <u>1,090,956.00</u>
New FY'06/FY'07 Funding Amount	\$ 25,488,160.50

————— END MODIFICATION 003, Part 1 —————



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
600 Fifth Street, NW, Washington, DC 20001-2651  
**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION <b>003, Part 1 (Extension)</b>	2. EFFECTIVE DATE <b>(Same as block 17)</b>
3. ISSUED BY CONTRACTS SECTION <b>Ted Croushore PRMT (Room 3E-01) Office of Procurement</b>	4. ADMINISTERED BY (if other than block 3)

5. CONTRACTOR NAME AND ADDRESS <b>MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400</b> <small>(Street, city, county, state, and Zip Code)</small>	6. (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <b>C05108</b> DATE <b>September 22, 2005</b> (See block 6)
--	---

**7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers  is extended,  is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning \_\_\_\_\_ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**8. ACCOUNTING AND APPROPRIATION DATA (If required)**  
Funding approved by the Board on MEAD 89589 on 12/21/06 in the amount of \$366,108. PR2963, JARC Funds - \$366,108. FY07 - \$366,108. PD 2838

**9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS**

(a)  This Change Order is issued pursuant to the Changes Clause. The Changes set forth in block 10 are made to the above numbered contract/order.

(b)  The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10.

(c)  This Supplemental Agreement is entered into pursuant to authority of \_\_\_\_\_ It modifies the above numbered contract as set forth in block 10.

**10. DESCRIPTION OF AMENDMENT/MODIFICATION**  
PCD 002 - Costs to Continue Support 75 Additional Vehicles from WMATA's Surplus Fleet (Period of extension shall be January 15, 2007 through June 30, 2007.)

1. Contractor is to provide labor, material, equipment, and all necessary incidentals for the continued operation and equipping of 75 vehicles added to the Paratransit vehicle fleet. These vehicles are to be equipped with Mobile Data Computers (MDCs) and Digicams with contract-specified spares provided for each. Additional costs associated with the operation of these vehicles, such as Dispatchers, Vehicle Insurance, NEXTEL radios with service fees, Mentor Public Data Network and Support Services are also included. Costs for repairs to these vehicles necessary to bring them to operating condition are not included in this Modification.

2. This is a PART 1 Modification extension in the not-to-exceed amount of \$366,108, the final amount of this Modification 003 is contingent upon negotiation and subject to audit adjustment and will be finalized in a PART 2 Modification.

\_\_\_\_\_ MODIFICATION 003, Part 1, Page 1 of 2 \_\_\_\_\_

Except as provided herein, all terms and conditions of the document referenced in block 8, as hereinafter changed, remain unchanged and in full force and effect.

11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND ONE COPY TO ISSUING OFFICE.	<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT
--	---

12. NAME OF CONTRACTOR/OFFICE	15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
-------------------------------	--

BY _____ <small>(Signature of person authorized to sign)</small>	BY _____ <small>(Signature of Contracting Officer)</small>		
13. NAME AND TITLE OF SIGNER (Type or print) <b>CEO</b>	14. DATE SIGNED <b>1/14/07</b>	16. NAME OF CONTRACTING OFFICER (Type or print) <b>Teresa L. Scott</b>	17. DATE SIGNED <b>1/12/07</b>

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
CONTRACT MODIFICATION CONTINUATION

CONTRACT C05108  
MODIFICATION NO. 003, Pt. 1  
PAGE 2 OF 2

3. Funding is not currently available for this Modification beyond the FY'07 amount of \$366,108. The balance of the funding (\$313,666) is contingent upon approval of the FY'07 Budget by WMATA's Board of Directors. Contractor will be notified by letter once the balance of funding is available.
5. The Contract Value is adjusted as follows as a result of this Modification:

Contract Summary:

Award Amount	\$203,542,817.00
Executed Modifications (001 - 007)	<u>\$ 1,448,059.00</u>
Current Value	\$203,762,817.00
This Modification	<u>\$ 366,108.00</u>
New Contract Value	\$205,356,984.00
Initial Funding for FY'06 incl. Incentive funds (PO 2838)	\$ 24,177,204.50
Executed Modifications	<u>\$ 1,310,956.00</u>
Current Value	\$ 25,488,160.50
This Modification	<u>\$ 366,108.00</u>
New FY'06/FY'07 Funding Amount	\$ 25,854,268.50

----- END MODIFICATION 003, Part 1 -----




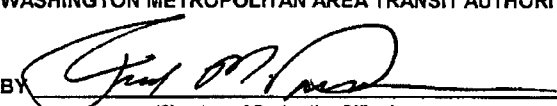
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
800 Fifth Street, NW, Washington, DC 20001-2851  
**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION <b>002</b>	2. EFFECTIVE DATE <b>(Same as block 17)</b>
3. ISSUED BY CONTRACTS SECTION <b>Cathy P. Rooths PRMT (Room 3B-01) Office of Procurement</b>	4. ADMINISTERED BY (If other than block 3)
5. CONTRACTOR NAME AND ADDRESS  <b>MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400</b>	6. (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <b>C05108</b> DATE <b>September 22, 2005</b> (See block 9)
7. <b>THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS</b> <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	
8. <b>ACCOUNTING AND APPROPRIATION DATA (if required)</b> PR 849 for \$30,000, Operating Funds. PO 2838	
9. <b>THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS</b> (a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to <u>the Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.	
10. <b>DESCRIPTION OF AMENDMENT/MODIFICATION</b> <b>PCO 009 - Cell Phone Pilot Program for Paratransit Service Vehicles - Batties</b> 1. Contractor is to provide labor, material, equipment, and all necessary incidentals to provide for cell phone services from NEXTEL to support 27 radios, to include the following features: unlimited outbound cell phone service, mobile locator navigation, and automated vehicle location (AVL). Contractor also to provide 40 hands-free headsets. Cell phone services and headsets are to be provided for all drivers operating vehicles under MV's subcontract agreement with Batties Transportation only. Total duration of this Pilot Program is approximately four (4) months from its inception with renewal to be on a month-to-month basis. 2. The total amount of this Modification is \$30,000. This Modification is for full accord and satisfaction of all cost and time issues associated with PCO 009.	
----- <b>MODIFICATION 002, Page 1 of 2</b> ----- Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.	
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND ONE COPY TO ISSUING OFFICE.	<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT
12. NAME OF CONTRACTOR/OFFICE  BY (Signature of person authorized to sign)	15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY (Signature of Contracting Officer)
13. NAME AND TITLE OF SIGNER (Type or print)  <b>KIRK WILKIE PRESIDENT</b>	14. DATE SIGNED  <b>4/18/06</b>
16. NAME OF CONTRACTING OFFICER (Type or print)  <b>Fred M. Pohlmann</b>	17. DATE SIGNED  <b>04/18/06</b>



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
600 Fifth Street, NW, Washington, DC 20001-2651

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION 001, Part 1		2. EFFECTIVE DATE (Same as block 17)	
3. ISSUED BY CONTRACTS SECTION Cathy P. Rooths PRMT (Room 3B-01) Office of Procurement		4. ADMINISTERED BY (if other than block 3)	
5. CONTRACTOR NAME AND ADDRESS  MV Transportation, Inc. Attn: Jon Monson, CEO 360 Campus Lane, Suite 201 Fairfield, CA 94535-1400  <small>(Street, city, county, state, and Zip Code)</small>		6. (Check only one) <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATE _____ (See block 7) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <b>C05108</b> DATE <b>September 22, 2005</b> (See block 9)	
7. <b>THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS</b> <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. <b>ACCOUNTING AND APPROPRIATION DATA (if required)</b> Funding approved by the GM/CEO on MEAD 99189 on 12/19/05 in the amount of \$199,000. PR 167 for \$199,000, Operating Funds.			
9. <b>THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS</b> (a) <input checked="" type="checkbox"/> This Change Order is issued pursuant to <u>the Changes Clause</u> The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. <b>DESCRIPTION OF AMENDMENT/MODIFICATION</b> PCO 004 - Repairs/Maintenance on WMATA-Provided Paratransit Service Vehicles  1. Contractor is to provide labor, material, equipment, and all necessary incidentals for the inspection, repair, and maintenance of WMATA-provided Paratransit Service Vehicles in order to bring them up to jointly agreed acceptable safety and operating standards for use as shown on Attachment A. This work includes, but is not limited to: tune-ups, tire changes, chassis repairs, internal equipment repairs, electro-mechanical repairs, etc. Contractor's fleet service manager is responsible for conducting joint inspections of vehicles with WMATA personnel before performing any work.  2. This is a PART 1 Modification in the not-to-exceed amount of \$190,000, the final amount of this Modification is contingent upon negotiation and subject to audit adjustment and will be finalized in a PART 2 Modification.			
----- MODIFICATION 001, Part 1, Page 1 of 2 ----- Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND <u>ONE</u> COPY TO ISSUING OFFICE.		<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE  BY  <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print) Jon Monson PRESIDENT/CEO	14. DATE SIGNED 04/05/06	16. NAME OF CONTRACTING OFFICER (Type or print) Fred M. Pohlmann	17. DATE SIGNED 03/21/06

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**  
**CONTRACT MODIFICATION CONTINUATION**

**CONTRACT C05108**  
**MODIFICATION NO. 001, Pt. 1**  
**PAGE 2 OF 2**

3. The following repairs are excluded: body repairs, engine and transmission replacements, and any other catastrophic system failures. In such cases, the Contractor is to provide a separate estimate to the Authority Representative for determination as to whether or not performance of stated repairs is cost-efficient considering remaining useful life of the vehicle.

4. The Contract Value is adjusted as follows as a result of this Modification:

**Contract Summary:**

<b>Award Amount</b>	<b>\$203,542,817.00</b>
<b>Executed Modifications</b>	<b>\$ 0.00</b>
<b>Current Value</b>	<b>\$203,542,817.00</b>
<b>This Modification</b>	<b>\$ 190,000.00</b>
<b>New Contract Value</b>	<b>\$203,732,817.00</b>
<b>Initial Funding for FY'06 incl. Incentive funds (PO 2838)</b>	<b>\$ 24,177,204.50</b>
<b>This Modification</b>	<b>\$ 190,000.00</b>
<b>New FY'06 Funding Amount</b>	<b>\$ 24,367,204.50</b>

----- END MODIFICATION 001, Part 1 -----

**ATTACHMENT A TO MODIFICATION 001, PT. 1**

**CONTRACT C05108**

**USED VEHICLE ACCEPTANCE STANDARDS**

Prior to acceptance of any vehicle by CONTRACTOR, a detailed inspection will take immediately prior to start-up with representatives of the CONTRACTOR, TRANSIT AUTHORITY and the current contractor agreeing upon damage and wear.

TRANSIT AUTHORITY and CONTRACTOR agree that vehicles will be delivered to CONTRACTOR in good condition and with each vehicle meeting or exceeding the following specifications and shall be returned to TRANSIT AUTHORITY in the same condition, normal wear and tear excepted:

1. Vehicle body and all attachments thereto will be free of dents and scratches in excess of 1" in length. All body parts shall be properly attached to vehicle chassis and free of rust.
2. Exterior paint and decals shall be free from scrapes, scratches in excess of 1" in length, rust and tar. All decals shall be properly applied and free from peeling.
3. Vehicle tires shall be of proper load range for the vehicle and be of a type equivalent to that originally supplied by the manufacturer. All tires shall be free from side wall damage, shall have a minimum of 8/32 inch tread depth on front tires and a minimum of 6/32 inch tread depth on rear tires and shall be free from damage due to improper alignment or balancing or curb damage.
4. Vehicles shall contain a spare tire and wheel meeting the standards of paragraph 3 above if the vehicle was so equipped when purchased by TRANSIT AUTHORITY.
5. Vehicle destination signs, if vehicles are so equipped, shall have all current route indicators and shall be in proper working order.
6. All vehicle lights shall be in working order.
7. All decals or painting identifying the vehicle with a prior CONTRACTOR or other operator shall be removed prior to delivery and all paint damage from said removal shall be properly repaired.
8. All vehicle doors and windows shall be in proper operating condition and properly sealed against the entry of fumes or water.
9. All components of the emission control and exhaust system shall be free from leaks, rust and be in proper operating condition. Vehicles shall have current state emission certification, if so required.
10. Vehicle engine shall be in proper operating condition. Proper condition shall be established through oil analysis and compression testing. If engine has been rebuilt, TRANSIT AUTHORITY shall supply documentation of rebuilder and assure CONTRACTOR that engine rebuild meets manufacturers specifications.
11. Vehicle transmission shall be in proper operating condition, free from leaks, bad gears or slippage. If transmission has been rebuilt, TRANSIT AUTHORITY shall supply documentation of rebuilder and assure CONTRACTOR that transmission rebuild meets manufacturer's specifications.
12. Vehicle electrical system shall be in proper operating condition. Alternator shall be supplying specified output and battery(ies) shall fall within manufacturers specifications for output and specific gravity. All vehicle wiring shall be free from fraying and shall be properly loomed and attached to the vehicle in such a way as to

prevent fraying. Any alterations to wiring not completed by vehicle manufacturer shall be performed so as to not overload any circuit and not to cause any short circuit.

13. All heaters and air conditioners shall be free from leaks and shall perform to the manufacturers specifications.

14. All brake linings, drums and rotors shall meet manufacturers specifications and shall have at least 50% life remaining. All wheel cylinders and brake lines shall be free from leaks. All brake parts shall be in proper repair.

15. Vehicle radios, antennas and all other communications devices shall be in proper working order and mounted so as to not constitute a safety hazard.

16. The wheelchair lift shall meet all current state requirements and be in proper working condition. All wheelchair tiedowns and other securement equipment shall be in good condition and not be frayed or worn so as to constitute a safety hazard. Wheelchair lift interlocks, if so equipped, shall be in proper operating condition and meet state requirements.

17. Vehicles shall be equipped with a fire extinguisher with current tag, a complete first aid kit, full and complete safety triangle kit and all other safety equipment required by law.

18. All passenger seats and all other interior surfaces shall be cleaned and free from stains, tears and graffiti. Seats shall be properly secured to the vehicle with the proper grade of securement device.

19. Vehicles shall have a current preventive maintenance inspection including oil and filter change, transmission service, etc., in accordance with the requirements of CONTRACTOR in this Agreement and state requirements.

20. Vehicles will have all current required state inspection and registration certificates, if required.

21. Vehicles will be cleaned to the standards of this Agreement and shall be completely fueled. All other fluid levels shall meet manufacturers requirements.

22. All vehicle repair and inspection records shall be delivered with the vehicles.

23. All glass shall be free from chips, scratches and cracks.

24. All suspension and steering components shall be within the manufacturer's wear limits specifications and free from cracks and leaks.

25. All other items not specifically listed herein shall be in serviceable condition meeting generally accepted standards and practices of the public transportation industry and meeting all requirements of the state and federal government and all requirements contained in this Agreement.

In order to ensure compliance with the above requirements, the following procedures will be used by TRANSIT AUTHORITY and CONTRACTOR:

26. At a place and time mutually agreed to by TRANSIT AUTHORITY and CONTRACTOR, which shall occur approximately 30 days prior to the start of service by CONTRACTOR under this Agreement, TRANSIT AUTHORITY and CONTRACTOR, shall jointly inspect the vehicles to be provided by TRANSIT AUTHORITY to CONTRACTOR. During such inspection, defects to vehicles shall be noted.



27. After the initial inspection, TRANSIT AUTHORITY shall ensure that all defects noted are repaired prior to CONTRACTOR starting service under the terms of this Agreement.

28. Upon delivery of the vehicles to CONTRACTOR, TRANSIT AUTHORITY and CONTRACTOR will conduct a final inspection of the vehicles to ensure that items noted in the preliminary inspection were completed and that all vehicles are in compliance with this Exhibit.

29. In the event the final inspection reveals defects in the vehicles as specified in this Section, then TRANSIT AUTHORITY will have these items repaired.

**END ATTACHMENT A - MODIFICATION 001, PT. 1**