

Mod 032 January 6, 2012	1. AMENDMENT/MODIFICATION	2. EFFECTIVE D	ATE			
Survey A McSeveri (202) 962-542	Mod 032	January 6, 20)12			
S. CONTRACTOR NAME AND ADDRESS S. FORM TYPE (Check of year) MR. Kevin Kilka	Karen A. McSween (202) 962-5542 Office of Procurement & Materials 8201 Ardwick-Ardmore Road	4. ADMINISTERE	ED BY (If other th	an block 3)		
Milk AND ADDRESS Mr. Kevin Klika President/Chief Operating Officer MV Transportation, Inc. Comed. (2009) MV Transportation, Inc. AND ADDRESS Mr. Kevin Klika President/Chief Operating Officer MV Transportation, Inc. The Stock Westmerica Drive and 26 code) Fairfield, CA 94534 The Stock Pepties Only TO AMENDMENTS OF SOLICITATIONS The stock numbered solicitation is amended as set forth in block 10. The hour and date specified in the solicitation, or a mended, by one of the following methods; (a) By skinging and returning copies of this amendment, (b) by acknowledging receipt of this amendment prior to the hour and date specified in the solicitation, or a mended, by one of the following methods; (a) By skinging and returning copies of this amendment, (b) by acknowledging receipt of this amendment prior to the hour and date specified in the solicitation, or a mended, by one of the following methods; (a) By skinging and returning copies of this amendment, (b) by acknowledging receipt of this amendment numbers. Fall LIRG For YOURA ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING INCEPT 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. 3. ACCOUNTING AND APPROPRIATION DATA (if required) 9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) X This Changes set forth in block 10 are made to the above numbered contractor/order. (b) The above numbered contractor/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10 are made to the above numbered contractor/order. (c) This Supplemental Agree		1		5. FORM TYPE		
President/Chief Operating Officer MY Transportation, Inc.						
MY Transportation, Inc. (Servet, Cty). (ACTO) Westamerica Drive Fairfield, CA 94534 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 not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified for receipt of this amendment, (b) by acknowledging receipt of this amendment prior to the hour and date specified in the solicitation, or as amendad, by one of the following methods: (a) By signing and returning — copies of this amendment; (b) by acknowledging receipt of this amendment prior to the hour and date specified in the solicitation, or as amendment, and 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 vitue 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) This Changes set forth in block 10. 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. 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 hereit, all terms and conditions of the document referenced in book 8, as herotobre changed, remain unchanged and in full force and effect. 11. K CONTRACTION AND RETURN 1 COPY TO ISSUING OFFICE 12. NAME OF CONTRACTION				AMENDMENT OF SOLICITATION NO.		
X MODIFICATION OF CONTRACTIONSER NO. CO5108 DATE September 22, 2005 (See book 9) The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers Is extended, In an extended. Offersor 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 in each copy of the offer submitted; or (c) by separate letter or telegram which include 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 vitue 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. ACCOUNTING AND APPROPRIATION DATA (If required)	MV Transportation, Inc.	rating Off	icer	DATE	(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	l county elala		•			
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The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers				DATE September 22, 2003) (See block 9)	
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a X This Change Order is issued pursuant to The General Provisions, Article 2 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 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 herelofore changed, remain unchanged and in full force and effect. 11. C CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN 1 COPY TO ISSUING OFFICE. 12. NAME OF CONTRACTOR/OFFICE 13. NAME AND TITLE OF SIGNER (Type or print) 14. DATE SIGNED 16. NAME OF CONTRACTING OFFICER (Type or print) 17. DATE SIGNED	is not extended. Offerors must acknot amended, by one of the following methods; of this amendment on each copy of the offer amendment numbers. FAILURE OF YOUR AND DATE SPECIFIED MAY RESULT IN already submitted, such change may be mamendment, and is received prior to the open	wledge receipt of th (a) By signing and re r submitted; or (c) by REJECTION OF YO ade by telegram or ning hour and date sy	is amendment p pturning separate letter of ENT TO BE RECOUR OFFER. If, letter, provided	rior to the hour and date specified in copies of this amendment; (b) by a or telegram which includes a reference EIVED AT THE ISSUING OFFICE PI by virtue of this amendment you desi	the solicitation, or as acknowledging receipt to the solicitation and RIOR TO THE HOUR re to change an offer	
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(a) X This Change Order is issued pursuant to The General Provisions, Article 2 Changes Clause The Changes set forth in block 10 are made to the above numbered contract/order. The above numbered contract/order. 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 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. CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN 1 COPY TO ISSUING OFFICE. 12. NAME OF CONTRACTOR/OFFICE 13. NAME OF CONTRACTOR/OFFICE 14. DATE SIGNED 15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (Signature of person authorized to sign) 16. NAME OF CONTRACTING OFFICER (Type or print) 17. DATE SIGNED						
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MODIFICATION AND RETURN 1 COPY TO ISSUING OFFICE. 12. NAME OF CONTRACTOR/OFFICE 15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY (Signature of person authorized to sign) 13. NAME AND TITLE OF SIGNER (Type or print) 14. DATE SIGNED 16. NAME OF CONTRACTING OFFICER (Type or print) 17. DATE SIGNED	Except as provided herein, all terms and condi	itions of the document refer	enced in block 6, as h	eretofore changed, remain unchanged and in full for	ce and effect.	
(Signature of person authorized to sign) 13. NAME AND TITLE OF SIGNER (Type or print) 14. DATE SIGNED 16. NAME OF CONTRACTING OFFICER (Type or print) 17. DATE SIGNED	11. K CONTRACTOR/OFFEROR IS REQUIRE MODIFICATION AND RETURN 1 CO	D TO SIGN THIS	CON	ITRACTOR/OFFEROR IS NOT REQU		
(Signature of person authorized to sign) 13. NAME AND TITLE OF SIGNER (Type or print) 14. DATE SIGNED 16. NAME OF CONTRACTING OFFICER (Type or print) 17. DATE SIGNED	12 NAME OF CONTRACTOR/OFFICE		15. WAS	HINGTON METROPOLITAN AREA TE	RANSIT AUTHORITY	
13. NAME AND TITLE OF SIGNER (Type or print) 14. DATE SIGNED 16. NAME OF CONTRACTING OFFICER (Type or print) 17. DATE SIGNED	12. NAME OF GOATS		BY <u>\</u>	Vagy -	>	
13. NAME AND THEE OF GROVE WAY, THE PARTY OF			16. NAME OF		17. DATE SIGNED	
	13. NAME AND THE OF GIGHER (1998 & PHI)					

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>\$</u>
Current Contract Value	\$414,833,862.57
Modification 026	<u>\$</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	\$0
Current Contract Value	\$631,828,627.32
Modification 030	\$ 0
Current Contract Value	\$631,828,727.32
Modification 031	<u>\$</u> 0
Current Contract Value	\$631,828,727.32
Modification 032	\$ 45,000,000.00
Current Contract Value	\$676,828,627.32

-END OF MODIFICATION 032-



1. AMENDMENT/MODIFICATION	2. EFFECTIVE D	ATE		
Mod 031	Same as Blo	ck 17		
3. ISSUED BY PURCHASING SECTION Karen A. McSween (202) 962-5542 Office of Procurement & Materials 8201 Ardwick-Ardmore Road Landover, MD 20785	4. ADMINISTER	ED BY (If other the	nan block 3)	
5. CONTRACTOR			6. FORM TYPE (Check only one)	
Mr. Jon Monson Chairman of the Board MV Transportation, Inc. (Street, cay. 4620 Westamerica Drive			DATE	(See block 7)
county, state, and Zp Code) Fairfield, CA 94534			X MODIFICATION OF CONTRACT/ORDER DATE September 22, 2005	
7. THIS BLOCK APPLIES ONLY TO AMENDMENT	05.001.005.270		DATE September 22, 2005	(See block 9)
is not extended. Offerors must acknot amended, by one of the following methods; of this amendment on each copy of the offer amendment numbers. FAILURE OF YOUR AND DATE SPECIFIED MAY RESULT IN I	The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Officers List extended,			
8. ACCOUNTING AND APPROPRIATION DATA	A (If required)	***************************************		
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) X This Change Order is issued pursuant to The General Provisions, Article 2 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 Contract CO5108 is modified as follows:				
A. This modification is to transition the subscription for DriveCam Managed Services from MV's subsiscription to WMATA effective October 12, 2011. MV will coordinate with Metroccess 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)				
			eretofore changed, remain unchanged and in full force	
11. K CONTRACTOR/OFFEROR IS REQUIRE MODIFICATION AND RETURN L CO	D TO SIGN THIS PIES TO	DOI	NTRACTOR/OFFEROR IS NOT REQUIR CUMENT	
12. NAME OF CONTRACTOR/OFFICE)	15. WAS	SHINGTON METROPOLITAN AREA TRA	O O O O O O O O O O O O O O O O O O O
(Signature of parson authorized to sign	14. DATE SIGNED	16 NAME OF	(Signature of Contracting Officer) CONTRACTING OFFICER (Type or print)	17. DATE SIGNED
13. NAME AND TITLE OF SIGNER (TYPE DEPTH)	14. UATE SIGNED	IO. IVUIL OF	Kevin A. Green	2/27/2012

Contract CO5108 Modification 031

Contract Award Amount	\$210,042,817.00
Contract Value (Including Contract Award Amount & Executed Mods 001-021)	\$414,109,779.55
Executed Mods 001-021)	
Modification 022	\$ 11,752.65
Current Contract Value	\$414,121,532.20
Modification 023	\$ 457,958.00
Current Contract value	\$414,581,490.20
Modification 024	\$ 252,372.37
Current Contract Value	\$414,833,862.57
Modification 025	<u>\$0</u>
Current Contract Value	\$414,833,862.57
Modification 026	<u>\$</u> 0
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 8201Ardwick-Ardmore Road, Landover, MD 20785

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION	2. EFFECTIVE DATE		
Mod 030	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		(Check only one)	
Mr. Jon Monson Chairman of the Board MV Transportation, Inc. (Street, city. county, state, and Zip Code) Fairfield, CA 94534		DATE	(See black 7)
7. THIS BLOCK APPLIES ONLY TO AMENDMEN	TS OF SOLICITATIONS		
is not extended. Offerors must acknow amended, by one of the following methods; of this amendment on each copy of the offer amendment numbers. FAILURE OF YOU!	owledge receipt of this ame (a) By signing and returning r submitted; or (c) by separa R ACKNOWLEDGMENT TO REJECTION OF YOUR OF hade by telegram or letter, uning hour and date specified	ne hour and date specified for receipt of Offers Indment prior to the hour and date specified in the copies of this amendment; (b) by act letter or telegram which includes a reference to BE RECEIVED AT THE ISSUING OFFICE PRIFER. If, by virtue of this amendment you desire provided such telegram makes reference to the	Anowledging receipt to the solicitation and IOR TO THE HOUR to change an offer
9. THIS BLOCK APPLIES ONLY TO MODIFIC	ATIONS OF CONTRACTS/	ORDERS	
(a) X This Change Order is issued pursuant to <u>The General Provisions</u> , Article 2 Changes Clause The Changes set forth in block 10 are made to the above numbered contract/order. 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 the modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFIC	ATION		
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)			
Except as provided herein, all terms and con	ditions of the document referenced in	block 6, as heretofore changed, remain unchanged and in full force	
11. K CONTRACTOR/OFFEROR IS REQUIRED MODIFICATION AND RETURN 1 CINCUITY CONTRACTOR OFFICE.	ED TO SIGN THIS OPIES TO	CONTRACTOR/OFFEROR IS NOT REQUID DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE		15. WASHINGTON METROPOLITAN AREA TR	ANSIT AUTHORITY
(Signature of person authorized to ske 13. NAME AND TITLE OF SIGNER (Type or print)	n) 14. DATE SIGNED 16. N	(Signature of Contracting Officer) IAME OF CONTRACTING OFFICER (Type or print)	17. DATE SIGNED
John M Monson	11/20/11	Kevin A. Green	11/20/20

Contract CO5108 Modification 030

Contract Award Amount	\$210,042,817.00
Contract Value (Including Contract Award Amount & Executed Mods 001-021)	\$414,109,779.55
Modification 022 Current Contract Value Modification 023 Current Contract value Modification 024 Current Contract Value Modification 025 Modification 026 Modification 027 Current Contract Value Modification 028 Current Contract Value Modification 029 Current Contract Value	\$\frac{11,752.65}{\$414,121,532.20} \\ \tag{457,958.00}{\$414,581,490.20} \\ \$\frac{252,372.37}{\$414,833,862.57} \\ \$0 \\ \$0 \\ \$\frac{2516,922,680.00}{\$631,756,542.57} \\ \$\frac{72,084.75}{\$631,828,627.32} \\ \$0 \\ \$631,828,627.32
Modification 030 Contract Value	\$0 \$631,828,627.32

-END OF MODIFICATION 030-



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1. AMENDMENT/MODIFICATION	2. EFFECTIVE DAT	E	
Mod 029		7/1/11	
J			
3. ISSUED BY PURCHASING SECTION	4. ADMINISTERED	BY (If other than block 3)	
Karen A. McSween (202) 962-5542	:		
Office of Procurement & Materials	1		
8201 Ardwick-Ardmore Road			
Landover, MD 20785	i		
5. CONTRACTOR		6. FORM TYPE	· · · · · · · · · · · · · · · · · · ·
NAME AND ADDRESS		(Check only one)	
Mr. You Monages		AMENDMENT OF SOLICITATION NO.	
Mr. Jon Monson			
Chairman of the Board		DATE	(See block 7)
MV Transportation, Inc.		DATE	(844 BOOK /)
(Street, chy. 4620 Westamerica Drive		; real	
and Zp Code) Fairfield, CA 94534		MODIFICATION OF CONTRACT/OF	DERNO. CO5108
: The state of the		DATE September 22, 20	
		DATEOCDICITION 22, 21	<u> </u>
7. THIS BLOCK APPLIES ONLY TO AMENDMENT	S 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. Offerers must acknow	viados receint of this a	mendment prior to the hour and date specified	in the solicitation or as
amended by one of the following methods: (a) By signing and return	ing. copies of this amendment: (b) by	/ acicnowledging receipt
of this emerciment on each conv of the offer	supurities, or (c) by sec	ing copies of this amendment; (b) because letter or telegram which includes a referen	ce to the solicitation and
amendment pumbers FAII URF OF YOUR	ACKNOW! FOGUENT	TO BE RECEIVED AT THE ISSUING OFFICE	PRIOR TO THE HOUR
AND DATE SPECIFIED MAY RESULT IN R	EJECTION OF YOUR	OFFER. If, by virtue of this amendment you de	sire to change an offer
almost enhanted such change may be ma	de by telegram or lett	er, provided such talegram makes reference to	the solicitation and this
amendment, and is received prior to the open	ing hour and date speci	fed.	
Englishment and a received by the second			
8. ACCOUNTING AND APPROPRIATION DATA	(if required)		
of Nobolitain Principle	,		
9. THIS BLOCK APPLIES ONLY TO MODIFICAT	HOUS OF COUTPACT	CIODUEDS	
••			
(a) This Change Order is issued pursuan	it to Tho General Pro	ovisions. Article 2 Changes Clause	
The Changes settom in Diock 10 and	made to the above nu	mbered contract/order.	. <u>.</u> i
(b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation			
data atm set froth in block 10.			
(c) This Supplemental Agreement is entered into pursuant to authority of			
It modifies the above numbered contri	act as set forth in block	10.	i
10. DESCRIPTION OF AMENDMENT/MODIFICATI	MON		
	ION		
Contract CO5103 is modified as follows:			j.
	······································	by actual hours worked, rather than positions filled p	er MV Transportation's
	SCOTORIA'O RO STITOM DITING	by actual notes worker, taken man beautoes times b	a div simpoimions
letter dated March 12, 2011.	برق لجودك معطما ماسماليمي	gust 3, 2011 and conference call of July 27, 2011.	i
	ANT - ANT THE ANT OF THE	ggst 9, 2011 and conscience can or say 27,2011.	1
C. Increase the overhead rate to 31.57% for FY 2	nii bes was i imploment	NI 9 IGUEL CAMENTAM CIT 12, 2011.	İ
(See Page 2 for Continuation)			1
Except as provided herein, all terms and conditor	ns of the document referenced	in Block &, as herstotors changed, ramain unchanged and in full (broe and effect.
1. X: CONTRACTOR/OFFEROR IS REQUIRED	TO SIGN THIS	CONTRACTOR/OFFEROR IS NOT REQ	DINCED TO SIGN THIS
MODIFICATION AND RETURN COP	Y TO ISSUING	DOCUMENT	j
OFFICE.	ŀ		
		15. WASHINGTON METROPOLITAN AREA T	PANSIT ALITHOPITY
2. NAME OF CONTRACTOR/OFFICE		13. YANGRINGTON METROPOLITAN AREA	THOUSE AND INCOME.
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		all as Use of the	
/ \ \ \		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	10.00
		: BY VOLITOR / TO	les
BY The same in a large		(Signature of Contracting Officer	les
Signature of period surprised to sign)	A DATE SICHED 16	(Signature of Contracting Officer NAME OF CONTRACTING OFFICER (Troe or orter	
13. NAME AND TITLE OF SIGNER (Type or print)	4, DATE SIGNED 16.	(Styrence of Contracting Officer NAME OF CONTRACTING OFFICER (Type or pirit	
13. NAME AND TITLE OF SIGNER (Type or part) 1			
13. NAME AND TITLE OF SIGNER (Type or part) 1	4. DATE SIGNED 16.	(Styrature of Contracting Officer NAME OF CONTRACTING OFFICER (Type or pirit Heather A. Obora	

Contract CO5108 Modification 029

Contract Award Amount	\$210,042,817.00
Contract Value (Including Contract Award Amount & Executed Mods 001-021)	\$414,109,779.55
Modification 022	\$ 11,752.65
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>\$</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	\$0
Current Contract Value	\$631,828,627.32

-END OF MODIFICATION 029-



, 44-						
1. AMENDMENT/MODIF	CATION	2. EFFECTIVE D				
Mod 028		Same as Bloc				
3. ISSUED BY PURCHA Karen A. McSween Office of Procurence 8201 Ardwick-Ardm	(202) 962-5542 nt & Materials nore Road	4. ADMINISTERED BY (If other than block 3)				
Landover, MD 2078	33				M TYPE	İ
5. CONTRACTOR					vacic only one) ICIMENT OF SOLICITATION NO	
Mr. Jon M	onson			L	CHENT OF SOUR INTORING	
Chairman	of the Board			DATE		(See block 7)
MV Trans	portation, Inc.					
(Steel, cly, 4670 West	america Drive				ODIFICATION OF CONTRACT/ORDER	no. CO5108
end Zip Code) Fairfield,	CA 94534			DAT	A 07 7005	(See block 9)
					secified for receipt of Offers hour and data specified in the	
7. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS 3. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS 3. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS 3. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS						
(a) X This Change Order is issued pursuant to <u>The General Provisions. Attore 2 Changes Canada</u> The Changes set forth in block 10 are made to the above numbered contract/order. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation 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 suthority of the modifies the above numbered contract as set forth in block 10.						
10. DESCRIPTION OF AMENDMENT/MODIFICATION Contract CQ5108 is modified to include the purchase of Laptops and accessories for the SMS Program, per WMATA's Scope of Work Attached: A. Dell Laptop B6410ATG (New); Quantity 23 @ unit price of \$2,645,48 for a total of \$60,846.04 B. Laptop Nylon Case; Quantity 23 @ unit price of \$25.19 for a total of \$579.37 C. 90-Wait 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. If Support, Quantity 23 @ unit price of \$333.33 for a total of \$7,666.59 P. Total Cost for Mod 028 is \$72, 084.75 (See Page 2 for Continuation) Except as provided insets, all terms and conditions of the decadeant referenced in block 8, se herelotors changed, remain unchanged and is kell force and effect.						
Except so	provided herein, all terms and cond	MAN OF THE PARTY O	T	CONTRACTO	DRIOFFEROR IS NOT REQUI	RED TO SIGN THIS
11. K CONTRACTO	RIOFFEROR IS REQUIRE	ED TO SIGN THIS	Ш	DOCUMENT		
ASCODIFICATION OF THE PROPERTY	ON AND RETURNL_ C	OPIES TO				
ISSUTING OF			142	WASHINGTO	N METROPOLITAN AREA TR	ANSIT AUTHORITY
12. NAME OF CONTRA	CTOR/OFFICE		15	<u> </u>		
		1		///	$\langle JU \rangle =$	
1 4		ン		BY ACC	N W	
BY	ignature of busins authorized to sig	73			(Signature of Contracting Officer) CTING OFFICER (Type or print)	17. DATE SIGNED
13 NAME AND TITLE	OF SIGNER (Type or print)	14. DATE BIGNED	18. NAM	OF CONTRA	MINA OLLINED IND A NIG	
73× m	3-60-	18414		Kevi	n A. Green	September 23, 2011
1 (1-0-	~~~	4 1	1			

Contract CO5108 Modification 028

Contract Award Amount	\$210,042,817.00
Contract Value (Including Contract Award Amount & Executed Mods 001-021)	\$ 414,109,779.55
Modification 022 Current Contract Value Modification 023 Current Contract value Modification 024 Current Contract Value Modification 025 Modification 026 Modification 027 Current Contract Value Modification 027 Current Contract Value Modification 028 Contract Value	\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\

-END OF MODIFICATION 028-



1. AMENDMENT/MODIFICATION	2. EFFECTIVE DA	TE	
Mod 027	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. ADMINISTERE	DBY (If other than block 3)	
5. CONTRACTOR		6. FORM TYPE	
NAME AND ADDRESS		(Check only one) AMENDMENT OF SOLICITATION NO.	
Mr. Jon Monson		.	
Chairman of the Board MV Transportation, Inc.		DATE	(See block 7)
(Street oly. 4620 Westamerica Drive			
county, state. and Zip Code) Fairfield, CA 94534		X MODIFICATION OF CONTRACT/ORDER	
But the good, I diffused out a beautiful of		DATE September 22, 2005	(See block 9)
7. THIS BLOCK APPLIES ONLY TO AMENDMEN	TS OF SOLICITATIO	NS	.
is not extended. Offerors must acknowled amended, by one of the following methods; of this amendment on each copy of the offer amendment numbers. FAILURE OF YOU	owledge receipt of this (a) By signing and re or submitted; or (c) by R ACKNOWLEDGME REJECTION OF YOur and a by telegram or	10. The hour and date specified for receipt of Offers amendment prior to the hour and date specified in the turning copies of this amendment; (b) by acceptante letter or telegram which includes a reference to NT TO BE RECEIVED AT THE ISSUING OFFICE PRIUR OFFER. If, by virtue of this amendment you desire letter, provided such telegram makes reference to the pecified.	knowledging receipt to the solicitation and OR TO THE HOUR to change an offer
8. ACCOUNTING AND APPROPRIATION DAT	A (if required)		
9. THIS BLOCK APPLIES ONLY TO MODIFIC	ATIONS OF CONTR	ACTS/ORDERS	
(a) X This Change Order is issued pursu	uant to The Genera	I Provisions, Article 2 Changes Clause	
The Changes set forth in block 10 a	ara mada to the above or is modified to reflec	t the administrative changes (such as changes in paying	office, appropriation
data, etc.) set forth in block 10.	O _:		
(c) This Supplemental Agreement is a	This Supplemental Agreement is entered into pursuant to authority of trinodillas the above numbered contract as set forth in block 10.		
THE PROPERTY AND CONTRACT OF THE PROPERTY OF T			
10. DESCRIPTION OF AMERICAN IMPOURICATION 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.			
A. Modification 027 is issued to Exercise Option	dina Canpultina Racz	Allen & Hamilton Infoligh 11706 3U. 2013.	
B. Extend the performance period for 11 Opera C. MV to continue funding the cost of Mainten	ance inspections at a c	st not to exceed \$200,000 per year through June 30, 2012. The	is will be revisited for
www.c.1.05		22,680 applied from July 1, 2011 through June 30, 2012; and	
D. The entire value of the Option Period (\$210)	\$111M in funding for	car two of this Option is subject to FY 2013 budget approv	al. (See Page 2 for
Continuation)			
Except as provided herein, all terms and con	ditions of the document refe	enced in block 6, as heretofore changed, remain unchanged and in full force	e and effect.
11. K CONTRACTOR/OFFEROR IS REQUIR	ED TO SIGN THIS	CONTRACTOR/OFFEROR IS NOT REQUI	RED TO SIGN THIS
MODIFICATION AND RETURN 1 C	OPIES TO	DOCUMENT	0
ISSUING OFFICE.		·	- 1
12. NAME OF CONTRACTOR/OFFICE		15. WASHINGTON METROPOLITAN AREA TR	ANSIT AUTHORITY
1	,	$1 \times 1 \times$	
XI OF		I DE PORTO	
BY Signature of person authorized to a	gn)	(Signature of Contracting Officer)	
13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED	16. NAME OF CONTRACTING OFFICER (Type or print)	17. DATE SIGNED
JOH MONSON CHAIRMAN		Kevin A. Green	101/8/2011
1 · · · · · · · · · · · · · · · · · · ·	109-30-11	1264 H C. GIAND	/ / / / / / / / / / / /

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	\$ 11,752.65
Current Contract Value	\$414,121,532.20
Modification 023	457,958.00
Current Contract value	\$414,581,490.20
Modification 024	\$ 252,372.37
Current Contract Value	\$414,833,862.57
Modification 025	\$0
Modification 026	\$0
Modification 027	\$216,922,680.00
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 MetroAcess 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.

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 Kevin A. Green

Contracting Officer

Office of Procurement and Materials

Enclosures

Sincerely.

A District of Columbia, Maryland and Virginia Transit Partnership



1. AMENDMENT/MODIFICATION	2. EFFECTIVE DA	VE.		
Mod 026	•	April 18, 2011		
3. ISSUED BY PURCHASING SECTION Karen A. McSween (202) 962-5542 Office of Procurement & Materials 8201 Ardwick-Ardmore Road		D BY (If other than block 3)		
Landover, MD 20785		6. FORM TYPE		
5. CONTRACTOR NAME AND ADDRESS		(Check only one)		
Mr. Jon Monson		AMENDMENT OF SOLICITATION NO.		
Chairman of the Board		DATE	(See block 7)	
MV Transportation, Inc.		DATE	(000 0100117)	
(Street, city. 4620 Westamerica Drive		x MODIFICATION OF CONTRACT/ORDER NO	CO5108	
and Zip Code) Fairfield, CA 94534		DATE September 22, 2005	(See block 9)	
			(Coc Floor, 4)	
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10. DESCRIPTION OF AMENDMENT/M	ODIFICATION			
have a High School Diplo -END OF MODIFICATION	oma or GED. There ON 026-	odification 025, which requires all incoming Metro is no dollar value associated with this	Modification	
Except as provided herein, all term	a and conditions of the document rafe	orenced in block 6, as heretofore changed, remain unchanged and in full force a		
11. K CONTRACTOR/OFFEROR IS R MODIFICATION AND RETURN ISSUING OFFICE.	REQUIRED TO SIGN THIS 1 COPIES TO	CONTRACTOR/OFFEROR IS NOT REQUIRED DOCUMENT		
12. NAME OF CONTRACTOR/OFFICE		15. WASHINGTON METROPOLITAN AREA TRAI	NSIT AUTHORITY	
(Signature of person sutto	inized to sign)	(\$ignature of Contracting Officer) 16. NAME OF CONTRACTING OFFICER (Type or print)	17. DATE SIGNED	
	1	Kevin A. Green	N /7/21	
Jon MM Monson	5/15/11	REVIII A. Olcell	va 112	



1. AMENDMENT/MODIFICATION	2. EFFECTIVE D	DATE		
Mod 025	(Same as block 17)			
3. ISSUED BY PURCHASING SECTION Karen A. McSween (202) 962-5542 Office of Procurement & Materials	4. ADMINISTER	ED BY (if other t	han block 3)	
8201 Ardwick-Ardmore Road Landover, MD 20785				
5. CONTRACTOR			6. FORM TYPE	
NAME AND ADDRESS			(Check only one)	
Mr. Jon Monson			AMENDMENT OF SOLICITATION NO.	
Chairman of the Board MV Transportation, Inc.			DATE	(See block 7)
(Street, cay. 4620 Westamerica Drive				
county, state, and Zip Code) Fairfield, CA 94534			X MODIFICATION OF CONTRACT/ORDER N	ю. <u>CO5108</u>
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(b The above numbered contract/orded data, etc.) set forth in block 10.	er is modified to refle	ct the administra	tive changes (such as changes in paying o	ffice, appropriation
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MODIFICATION. TREFETORE, the Contract Vi	OF MODIFI	CATION O	25_	
-E/VI	OF MODIFI	CATION	2 3-	
·			heretofore changed, remain unchanged and in full force of	
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12. NAME OF CONTRACTOR/OFFICE		15 WA	SHINGTON METROPOLITAN AREA TRAI	NSIT AUTHORITY
12. NAME OF CONTRACTOROFFICE		13. 447	ormotor methor outline methor trou	
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BY		BY	XA. M. Suber	
(Signature of person authorized to sign 13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED	18 NAME O	(Signature of Contracting Officer) F CONTRACTING OFFICER (Type or print)	17. DATE SIGNED
JON Manson				
CHAIRM AN	3/9/11		Karen A. McSween Contract Administrator	March 3, 2011
/ILIDI//M AN	· -, ·, ·			



(Same as block 17) 3. ISSUED BY PURCHASING SECTION Karen A. McSween (202) 902-0542 Office of Procurement & Materials \$201 Activities of Materials \$201 Activities of Procurement & Materials \$201 Activities of Materials \$201 Activities of Procurement & Materials \$202 Activities of Procurement & Materials \$202 Activities of Procurement & Materials \$202 Activities of Procurement & Materials \$202 Activities of Procurement & Materials \$202 Activities of Procurement & Materials \$202 Activities of Procurement & Materials \$202 Activities of Procurement & Materials \$202 Activities of Procurement & Materials \$203 Activities of Procurement & Materials \$203 Activities of Procurement & Materials \$203 Activities of Procurement & Materials \$203 Activities of Procurement & Materials \$203 Activities of Procurement & Materials \$203 Activities of Procurement & Materials \$203 Activities of Procurement & Materials \$204 Activities of Procurement & Materials \$204 Activities of Procurement & Materials \$205 Activities of Procurement & Materials \$205 Activities of Procurement & Materials \$205 Activities of Procurement & Materials \$205 Activities of Procurement & Materials \$205 Activities of Pr	1. AMENDMENT/MODIFICATION	2. EFFECTIVE DATE		
Refer A. MiSween (201) 962-5542 Office of Procurement & Markerials 3201 Archivick-Ardmore Roud Landwork MD 20783 5. CONTRACTOR ONLY Transportation, Inc. Greek logs, and of the Board Mr. Jon Monson Chairman of the Board Mr. Jon Monson Chairman of the Board Mr. Jon Monson Chairman of the Board Mr. Jon Monson Chairman of the Board Mr. Jon Monson Chairman of the Board Mr. Jon Monson Chairman of the Board Mr. Jon Monson Chairman of the Board Mr. Jon Monson Chairman of the Board Mr. Jon Monson The above numbered solidation is amended as set tom in block 10. The hour and date specified for receipt of Offers The above numbered solidation is amended this amendement prior to the hour and date specified in the solidation in a mendent of this amendement prior to the four and date specified in the solidation in a mendent numbers. FALURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE Tolds of this amendment, and in ceitics of prior to the polivation in the solidation and amendment and in the solidation and an amendment, and in ceitics of prior to the polivation of the solidation and amendment, and in ceitics of prior to the polivation of the solidation and amendment, and in ceitics of prior to the polivation of the solidation and amendment, and in ceitics of prior to the polivation of the prior to the polivation of the solidation and amendment, and in ceitics of prior to the polivation of the solidation and amendment, and in ceitics of prior to the polivation of the solidation and this amendment, and in ceitics of prior to the solidation and amendment, and in ceitics of prior to the prior t		(Same as block 17)		
Mr. Jon Monson Chairman of the Board MV Transportation, Inc. AMPIONENT OF SOLICITATION NO	Karen A. McSween (202) 962-5542 Office of Procurement & Materials 8201 Ardwick-Ardmore Road	4. ADMINISTERED BY (If other than block 3)		was a sage of the
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MV Transportation, Inc. Street Str			AMENDMENT OF SOLICITATION NO.	
Come of September 22, 2005 A620 Westamerica Drive A620 Westamerica	A CONTRACTOR OF THE CONTRACTOR		DATE	(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	county state.		x MODIFICATION OF CONTRACT/ORI	DER NO. CO5108
The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers — is 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 in each copy of the offer submitted, or (c) by separate letter or telegram which cauches a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEGGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. It, by virtue of this sendement 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 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) X This Changes set forth in block 10 are made to the above numbered contract/order. 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. 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 heren, allerns and condisions of the document referenced in block 6, as hereidons changed, remain unchanged and in his force and effect 11. CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT 12. NAME OF CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT 13. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY Supplies of contracting of the page play 17, DATE SIGNED 110, DATE SIGNED 15, NAME OF CONTRACTOR OF FIGURE 17, DATE SIGNED 110,	and zip code) Faultciu, CA 74334			,,
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9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) X This Change Order is issued pursuant to The General Provisions, Article 2 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 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 5, as harelefore changed, remain unchanged and in full force and effect 11. X CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT Supplemental Agreement of the document referenced in block 5, as harelefore changed, remain unchanged and in full force and effect CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT 12. NAME OF CONTRACTOR/OFFICE 13. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY Signature of Corkwesty Directy (Signature of Corkwesty Directy) 14. DATE SIGNED 15. NAME OF CONTRACTOR/OFFICE (Types or petit) 16. NAME OF CONTRACTOR/OFFICE (Types or petit) 17. DATE SIGNED	amended, by one of the following method of this amendment on each copy of the o amendment numbers. FAILURE OF YO AND DATE SPECIFIED MAY RESULT I already submitted, such change may be amendment, and is received prior to the or	s; (a) By signing and returning _ ffer submitted; or (c) by separate fUR ACKNOWLEDGMENT TO it N REJECTION OF YOUR OFF made by telegram or letter, pi pening hour and date specified.	copies of this amendment, (o) by a letter or telegram which includes a reference BE RECEIVED AT THE ISSUING OFFICE I ER. If, by virtue of this amendment you de rovided such telegram makes reference to	ce to the solicitation and PRIOR TO THE HOUR
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John Mander 7/27/11 Lizbeth A. Bryan December 9, 2010	40 MANG MAINTITI FOR SIGNER TOWN OF POPUL		AME OF CONTRACTING OFFICER (Type or pr	int) 17. DATE SIGNED
	1944 MONSON		· /	

Contract Award Amount	<u>\$210,042,817.00</u>
Current Contract Value (Including Contract Award Amount &	\$414,109,779.55
Executed Mods 001-021)	
Modification 022	\$ 11,752.65
Current Contract Value	\$414,121,532.20
Modification 023	<u>457,958.00</u>
Current Contract value	\$414,581,490.20
Modification 024	\$ 252,372,37
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

1. AMENDMENT/MODIFICATION	2. EFFECTIVE DATE		
M023	(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	6. FORM TYPE (Check crity one)		
Mr. Jon Monson	AMENDMENT OF SOLICITATION NO		
Chairman of the Board			
MV Transportation, Inc.	CATE (See block 7)		
(Street, city, county, state, 4620 Westamerica Drive	x modification of contract/order no. CO5108		
and Zip Code: Fairfield, CA 94534	DATE September 22, 2005		
7. THIS BLOCK APPLIES ONLY TO AMENDMEN	ITS OF SOLICITATIONS		
of this amendment on each copy of the off amendment numbers. FAILURE OF YOU AND DATE SPECIFIED MAY RESULT IN			
The Changes set forth in block 10 The above numbered contract/ord data etc.) set forth in block 10.	uant to <u>The General Provisions, Article 2 Changes Clause</u> are made to the above numbered contract/order. er is modified to reflect the administrative changes (such as changes in paying office, appropriation entered into pursuant to authority of		
10. DESCRIPTION OF AMENDMENT/MODIFIC	ATION		
Positions: One (1) Lead Reconciler: 5	the staffing for the Trip Edit and Reconciliation by adding the following new Full Time Seven (7) Reconcilers and Two (2) Billing Auditors (when added to the existing 2 new positions will increase the contract price by \$457,958.000 for a total contract value		
Except as provided herein, all terms and con	ontinued on Page 2) ditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.		
11. K CONTRACTOR/OFFEROR IS REQUIR MODIFICATION AND RETURN 2 C	ED TO SIGN THIS CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT		
12. NAME OF CONTRACTOR/OFFICE	15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY		
BY	By Sight A - Bry		
13. NAME AND TITLE OF SIGNER (Type or print)	(Signature of Contracting Officer) 14. DATE SIGNED 16. NAME OF CONTRACTING OFFICER (Type or print) 17. DATE SIGNED		
Jon Monson	7 27 11 Lizbeth A. Bryan November 29,2010		

Page 2 Modification CO5108 Modification 023

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	\$ 11.752.65
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-



1. AMENDMENT/MODIFICATION	2. EFFECTIVE DATE		
M022	(Same as block 17)		
3. ISSUED BY PURCHASING SECTION	4. ADMINISTERED BY (If other than block 3)		
Karen A. McSween (202) 962-5542			
Office of Procurement & Materials			
8201 Ardwick-Ardmore Road			
Landover, MD 20785	AND THE PROPERTY OF THE PROPER	A THE CONTRACTOR OF THE CONTRA	
5. CONTRACTOR NAME AND ADDRESS		6. FORM TYPE (Check prily one)	}
		X AMENOMENT OF SOLICITATION NO	
Mr. Jon Monson Chairman of the Board		LA John Control of Con	······································
MV Transportation, Inc.		DATE	(Sae block 7)
(Street, city. 4620 Westamerica Drive			ļ
county, state, and Zip Code) Fairfield, CA 94534		MODIFICATION OF CONTRACT/ORDER	io CO5108
The state of the s		DATE	(See block 9)
7. THIS BLOCK APPLIES ONLY TO AMENDMENT	S OE SOI ICITATIONS	The state of the s	
		The hour and date specified for receipt of Offers	Tis extended
is not extended. Offerors must ackno	wledge receipt of this ame	andment prior to the hour and date specified in th	e solicitation, or as
amended by one of the following methods:	(a) By signing and returning	copies of this amendment; (b) by act	knowledging receipt
of this amendment on each copy of the offer	submitted; or (c) by separ	ate letter or telegram which includes a reference to	the solicitation and
amendment numbers. FAILUKE OF YOUR	REJECTION OF YOUR O	O BE RECEIVED AT THE ISSUING OFFICE PRINTERS. If, by virtue of this amendment you desire	to change an offer
already submitted, such change may be m	ade by telegram or letter.	provided such telegram makes reference to the	solicitation and this
amendment, and is received prior to the ope	ning hour and date specifie	d.	
8. ACCOUNTING AND APPROPRIATION DAT	A (16 considered)	THE COMMUNICATION PROPERTY AND ADDRESS OF CASE AND ADDRESS OF THE	
8. ACCOUNTING AND APPROPRIATION DAT	er (is usdaman)		-
THIS BLOCK APPLIES ONLY TO MODIFICA	TIONS OF CONTRACTS	ORDERS	
9. THIS BLOCK APPLIES ONLY TO MODIFICA			
(a) X This Change Order is issued pursu. The Changes set forth in block 10 a	ant to <u>The General Prov</u> re made to the above number	visions, Article 2 Changes Clause	
(a) X This Change Order is issued pursu: The Changes set forth in block 10 a (b) The above numbered contract/orde	ant to <u>The General Prov</u> re made to the above number	visions, Article 2 Changes Clause	office, appropriation
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This Change Order is issued pursu. The Changes set forth in block 10 a The above numbered contract/orde data, etc.) set forth in block 10. This Supplemental Agreement is er it modifies the above numbered con 10. DESCRIPTION OF AMENDMENT/MODIFICA Modification 022 is issued to faci new MetroAccess fare policies in of Work and Proposals attached. Modification 022 is issued for a to Except as provided herein, all terms and cond 11. CONTRACTOR/OFFEROR IS REQUIRE MODIFICATION AND RETURN 2 CO SSUING OFFICE. 12. NAME OF CONTRACTOR/OFFICE	ant to The General Provie made to the above numbris modified to reflect the abtered into pursuant to authoract as set forth in block 1. TION Litate necessary cust to the reservation, extal amount of \$11,700 tions of the document referenced in D TO SIGN THIS	visions. Article 2 Changes Clause bered contract/order. idministrative changes (such as changes in paying dority of	ncorporate the Per the Scope
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This Change Order is issued pursu. The Changes set forth in block 10 a The above numbered contract/orde data, etc.) set forth in block 10. This Supplemental Agreement is er it modifies the above numbered con 10. DESCRIPTION OF AMENDMENT/MODIFICA Modification 022 is issued to faci new MetroAccess fare policies in of Work and Proposals attached. Modification 022 is issued for a to Except as provided herein, all terms and cond 11. CONTRACTOR/OFFEROR IS REQUIRE MODIFICATION AND RETURN 2 CO SSUING OFFICE. 12. NAME OF CONTRACTOR/OFFICE BY (Signature of person authorized to spr 13. NAME AND TITLE OF SIGNER (Type or prof)	ant to The General Prove made to the above number is modified to reflect the above number is modified to reflect the above number is modified to reflect the above number as set forth in block 1. TION Litate necessary cust to the reservation, extal amount of \$11,700 tions of the document referenced in D TO SIGN THIS DPIES TO	visions. Article 2 Changes Clause bered contract/order. idministrative changes (such as changes in paying discrity of	and effect SED TO SIGN THIS INSIT AUTHORITY
This Change Order is issued pursu. The Changes set forth in block 10 a The above numbered contract/orde data, etc.) set forth in block 10. This Supplemental Agreement is er it modifies the above numbered con 10. DESCRIPTION OF AMENDMENT/MODIFICA Modification 022 is issued to faci new Metro Access fare policies in of Work and Proposals attached. Modification 022 is issued for a to Except as provided herein, all terms and cond 11. Supplemental Agreement is er it modification 022 is issued to faci new Metro Access fare policies in of Work and Proposals attached. Modification 022 is issued for a to Except as provided herein, all terms and cond 11. CONTRACTOR/OFFEROR IS REQUIRE MODIFICATION AND RETURN 2 CO SSUING OFFICE. 12. NAME OF CONTRACTOR/OFFICE 13. NAME AND TITLE OF SIGNER (Type or print)	ant to The General Prove made to the above number is modified to reflect the above number is modified to reflect the above number is modified to reflect the above number as set forth in block 1. TION Litate necessary cust to the reservation, extal amount of \$11,700 tions of the document referenced in D TO SIGN THIS DIES TO	visions. Article 2 Changes Clause bered contract/order. Idministrative changes (such as changes in paying disprity of	Incorporate the Per the Scope and effect ED TO SIGN THIS

Page 2 Modification CO5108 Modification 022

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

-END OF MODIFICATION 022-



1. AMENDMENT/MODIFICATION	2. EFFECTIVE DATE	2. EFFECTIVE DATE		
M021	(Same as block 17)			
3. ISSUED BY PURCHASING SECTION	4. ADMINISTERED BY (If other than block 3)			
Karen A. McSween (202) 962-5542	4. ADMINISTERED	or the ones than block by		
Office of Procurement & Materials				
8201 Ardwick-Ardmore Road				
Landover, MD 20785				
5. CONTRACTOR NAME AND ADDRESS		6. FORM TYPE		
		(Check only one)		
Mr. Jon Monson		AMENDMENT OF SOLICITATION NO.		
Chairman of the Board MV Transportation, Inc.		DATE		
(Street, city. 4620 Westamerica Drive		DATE	(See block 7)	
county, state, and Zip Code) Fairfield, CA 94534				
ramicia, CA 94334		X MODIFICATION OF CONTRACT/ORDE		
7. THIS BLOCK APPLIES ONLY TO AMENDMEN	TO OF 201 (2011)	DATE September 22, 2005	(See block 9)	
		The boson moderates of the second of		
is not extended. Offerors must acknow	u as set rough in plocit 10. Swiedoe receint of this a	The hour and date specified for receipt of Offers [mendment prior to the hour and date specified in	is extended,	
amended, by one of the following methods:	(a) By signing and return	ing conies of this amendment: (h) he n	aleaned adults as a least	
	ESUDITIONAL OF IC) OV SAN	STSTE JETTER OF TELEPTISM Which Incliniae a reference.	An Aba walinianilan was	
amengment numbers, Paillurde OF Your	R ACKNOWLEDGMENT	TO RE RECENTED AT THE ISSUINC OFFICE DE	IND TO THE HALLS	
aiready submitted, such change may be m	resection of took	OFFER. If, by virtue of this amendment you desli	e to change an offer	
amendment, and is received prior to the ope	ning hour and date speci	ied.	sciicitation and this	
8. ACCOUNTING AND APPROPRIATION DAT	A (if required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICA	TIONS OF CONTRACT	SIGROEPS		
		ovisions, Article 2 Changes Clause		
The Changes set forth in block 10 a	re made to the above nur	nhared contractionies		
(b) The above numbered contract/order	r is modified to reflect the	administrative changes (such as changes in paying	office ennounciation	
data, etc.) set form in block 10.				
(c) This Supplemental Agreement is an It modifies the above numbered con	itered into pursuant to au fract as set forth in block	thority of		
		10.		
10. DESCRIPTION OF AMENDMENT/MODIFICA	ION			
Modification 021 is issued to incre	ease the total Cont	ract ceiling by \$100,000,000.00 for se	rvices required	
through the Option One Period end	ding June 30, 2011	. (Continued on Page 2)	•	
<u> </u>	,		!	
Except as provided herein, all terms and condit	ions of the document referenced i	in block 6, as heretofore changed, remain unchanged and in full force	s and offers	
11. X CONTRACTOR/OFFEROR IS REQUIRE				
MODIFICATION AND RETURN _2_ CO		CONTRACTOR/OFFEROR IS NOT REQUIRED DOCUMENT	RED TO SIGN THIS	
ISSUING OFFICE.				
12 NAME OF CONTRACTORIOFFICE A		145 344 54 114 57 54 54 54 54 54 54 54 54 54 54 54 54 54		
12. NAME OF CONTRACTOR/OFFICE MV TO	ANSPORTATION INC.	15. WASHINGTON METROPOLITAN AREA TRA	NSIT AUTHORITY	
		1111		
BY		and all	>	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		
13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED 16.	NAME OF CONTRACTING OFFICER (Type or print)	17. DATE SIGNED	
	ľ			
	l l		;	
Jon Monson CHAIRMAN	11-2340	Kevin A. Green	November 5, 2010	

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)	\$100,000,000.00
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

	To personal DATE		
. AMENDMENT/MODIFICATION	2. EFFECTIVE DATE	(Same as block 17)	
Modification 20	4. ADMINISTERED BY (If other than block 3)		
ISSUED BY PURCHASING SECTION	4. ADMINISTERED BY (IT DONE BASIC DIOCK O)		
Office of Procurement and Materials	,		
R. Kelly, Contract Administrator			
		6. FORM TYPE	
CONTRACTOR HAME AND ADDRESS		(Check only one) AMENDMENT OF 5	ON SCITATION NO.
		-	(See block 7)
MV Transportation, Inc.		DATE	(man every s.)
Attn: Jon Monson, CEO 360 Campus Lane, Suite 20	1	— MODIFICATION OF CONTRACTION	rose vn. CO5108
(Street, city, county, state, Fairfield, CA 94535-1400	•	Date: Septem	ber 22, 2005.
and Zip Code)			
THIS BLOCK APPLIES ONLY The above numbered solicitation is amended in a not extended. Offerors must actor amended, by one of the following methods of this amendment on each copy of the off amendment numbers. FAILURE OF YOU AND DATE SPECIFIED MAY RESULT to already submitted, such change may be	nowledge receipt of this as ; (a) By signing and return for submitted; or (c) by sep JR ACKNOWLEDGMENT of REJECTION OF YOUR made by telegram or lett bening hour and date speci	menument prior to the hour and date spe- ing 1 copies of this amendment; parate letter or telegram which includes a na TO BE RECEIVED AT THE ISSUING OF OFFER. If, by virtue of this amendment or, provided such telegram makes referen- tified.	(b) by acknowledging receipt ofference to the solicitation and FICE PRIOR TO THE HOUR
AND APPROPRIA	,		
8. ACCOUNTING AND APPROPRIA	MODIFICATIONS O	F CONTRACTS/ORDERS	
9. THIS BLOCK APPLIES ONLY TO This is Change Order is issued The Changes set forth in block 10 The above numbered contract/or data, etc.) set forth in block 10 (c) This Supplemental Agreement is It modifies the above numbered c	MODIFICATIONS O pursuant to <u>General Property</u> are made to the above nuder is modified to reflect the entered into pursuant to a ontract as set forth in block	F CONTRACTS/ORDERS ovision, Section 2, Changes Clause, unbered contract/order, e administrative changes (such as changes	in paying office, appropriation
9. THIS BLOCK APPLIES ONLY TO This is Change Order is issued The Changes set forth in block 10. This supplemental Agreement is It modifies the above numbered contraction (c) This Supplemental Agreement is It modifies the above numbered contraction of the above numbered contraction of the above numbered contraction of the above numbered contraction is to exercise Option One under	MODIFICATIONS O pursuant to General Properties and to the above runder is modified to reflect the entered into pursuant to a contract as set forth in block MODIFICATION Contract COS108. The properties of the p	F CONTRACTS/ORDERS ovision. Section 2. Changes Clause. Imbered contract/order. e administrative changes (such as changes uthority of	15 2010 through hure
9. THIS BLOCK APPLIES ONLY TO This is Change Order is issued The Changes set forth in block 10. (b. This Supplemental Agreement is It modifies the above numbered co	MODIFICATIONS O pursuant to General Properties and to the above runder is modified to reflect the entered into pursuant to a contract as set forth in block MODIFICATION Contract COS108. The properties of the p	F CONTRACTS/ORDERS ovision. Section 2. Changes Clause. Imbered contract/order. e administrative changes (such as changes uthority of	15 2010 through hure
9. THIS BLOCK APPLIES ONLY TO This is Change Order is issued The Changes set forth in block 10. (b	MODIFICATIONS O pursuant to General Properties and to the above runder is modified to reflect the entered into pursuant to a contract as set forth in block MODIFICATION Contract COS108. The properties of the properties of the document reference and tone of the document reference pursuant to the properties of the document reference and tone of the document reference are properties.	F CONTRACTS/ORDERS ovision. Section 2. Changes Clause. Imbered contract/order. e administrative changes (such as changes uthority of k 10. eriod of performance of Option One is Jan ces through June 30, 2010. Funding beyo	mary 15, 2010 through June and June 30, 2010 is subject to and in this force and effect.
9. THIS BLOCK APPLIES ONLY TO This is Change Order is issued The Changes set forth in block 10. (b The above numbered contract/ordidata, etc.) set forth in block 10. (c) This Supplemental Agreement is it modifies the above numbered of the modifies the above numbered of the action is to exercise Option One under 30, 2011. The contract price is increased by the availability of funding for fiscal year 20. Except as provided herein, all terms and of the action is to exercise Option One under 30, 2011. The contract price is increased by the availability of funding for fiscal year 20. Except as provided herein, all terms and of the action is the action of funding for fiscal year 20.	MODIFICATIONS O pursuant to General Properties and to the above runder is modified to reflect the entered into pursuant to a contract as set forth in block MODIFICATION Contract COS108. The properties of the properties of the document reference and tone of the document reference pursuant to the properties of the document reference and tone of the document reference are properties.	F CONTRACTS/ORDERS ovision. Section 2. Changes Clause. unbered contract/order. e administrative changes (such as changes uthority of k 10. eriod of performance of Option One is Jan ces through June 30, 2010. Funding beyo ed in block 6, as herstolere changed, remain unchanged CONTRACTOR/OFFEROR IS N DOCUMENT	many 15, 2010 through June and June 30, 2010 is subject to subject
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9. THIS BLOCK APPLIES ONLY TO This is Change Order is issued The Changes set forth in block 10. The above numbered contract/ord data, etc.) set forth in block 10. (c) This Supplemental Agreement is It modifies the above numbered of This action is to exercise Option One under 30, 2011. The contract price is increased by the availability of funding for fiscal year 20. Except as provided herein, all terms and of 11. CONTRACTOR/OFFEROR IS REQUI	MODIFICATIONS Of pursuant to General Product in modified to reflect the entered into pursuant to a contract as set forth in block in MODIFICATION Contract CO5108. The product in Section 11. Conditions of the document reference RED TO SIGN THIS	F CONTRACTS/ORDERS ovision. Section 2. Changes Clause. unbered contract/order. e administrative changes (such as changes uthority of k 10. eriod of performance of Option One is Jan ces through June 30, 2010. Funding beyo ed in block 6, as herstolere changed, remain unchanged CONTRACTOR/OFFEROR IS N DOCUMENT	many 15, 2010 through June and June 30, 2010 is subject to subject
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9. THIS BLOCK APPLIES ONLY TO This is Change Order is issued The Changes set forth in block 10. (b The above numbered contract/orders, etc.) set forth in block 10. (c) This Supplemental Agreement is it modifies the above numbered to 10. DESCRIPTION OF AMENDMENT/ This action is to exercise Option One under 30, 2011. The contract price is increased by the availability of funding for fiscal year 20. Except as provided herein, all terms and of 11. CONTRACTOR/OFFEROR IS REQUIMODIFICATION AND RETURN 1 TO ISSUING OFFICE.	MODIFICATIONS O pursuant to General Properties are made to the above runder is modified to reflect the entered into pursuant to a contract as set forth in block /MODIFICATION Contract CO5108. The properties of the document reference of the document reference RED TO SIGN THIS COPIES	F CONTRACTS/ORDERS ovision. Section 2. Changes Clause. Imbered contract/order. In administrative changes (such as changes uthority of k 10. eriod of performance of Option One is Jan ces through June 30, 2010. Funding beyo ad in block 6, as herstolore changed, remain unchanged CONTRACTOR/OFFEROR IS N DOCUMENT 15. WASHINGTON METROPOLITAN BY (Signature of Corden)	and in full force and effect. OT REQUIRED TO SIGN THIS I AREA TRANSIT AUTHORITY cong (Moor)
9. THIS BLOCK APPLIES ONLY TO This is Change Order is issued The Changes set forth in block 10 The above numbered contract/or data, etc.) set forth in block 10 (c) This Supplemental Agreement is It modifies the above numbered co 10. DESCRIPTION OF AMENDMENT This action is to exercise Option One under 30, 2011. The contract price is increased by the availability of funding for fiscal year 20 Except as provided herein, all terms and co 11. CONTRACTOR/OFFEROR IS REQUI	MODIFICATIONS Of pursuant to General Properties of the above rule	F CONTRACTS/ORDERS ovision. Section 2. Changes Clause. Imbered contract/order. In administrative changes (such as changes uthority of k 10. eriod of performance of Option One is Jan ces through June 30, 2010. Funding beyo ed in block 6, as herstolere changed, remain unchanged CONTRACTOR/OFFEROR IS N DOCUMENT	and in full force and effect. OT REQUIRED TO SIGN THIS I AREA TRANSIT AUTHORITY cong (Moor)

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

CONTRACT MODIFICATION CONTINUATION

CONTRACT CO5108 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) Current Price: This Modification No. 20: New Contract Price:	ě	\$ 63,088,829.05 \$273,131,646.05 \$ 40,978,133.50 \$314,109,779.55

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

END OF MODIFICATION NO. 20



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

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1.	AMENDMENT/MODIFICATION	² EFFECTIV	E DATE		
	Mod 019	(Same as block 17)			
3.	THE PROPERTY OF STATEMENT OF ST	4. ADMINISTER	4. ADMINISTERED BY (If other than block 3)		
	Kunj Behari				
	Contract Administrator	į			•
	Office of Procurement & Materials	L	— Т	6. FORM TYPE	
5.	CONTRACTOR NAME AND ADDRESS			(Check only one)	
	MV Transportation, Inc.			AMENDMENT OF SOLICITATION NO.	
	Attn: Jon Monson, CEO			DATE	
(Stre	set, city, 360 Campus Lane, Suite 201 fry, Fairfield, CA 94535-1400		1	MODIFICATION OF CONTRACT/ORDER NO.	
state Zip	s, and Code)			□ DATE <u>September 22, 2005</u>	(See block 9)
7.1	THIS BLOCK APPLIES ONLY TO AME	ENDMENTS OF	SOLICITATI	ONS	
	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 one (1) 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 APPROPRIATI	ON DATA (IT I	equirea)		
	N/A				
9.	THIS BLOCK APPLIES ONLY TO N	MODIFICATION	S OF CONTF	RACTS/ORDERS	
	(a) This Change Order is issued pursua	ant to the change	clause	the offered pr	
	The Changes set forth in block 10 a	re made to the abo r is modified to refle	ve numbered con ct the administra	nracvorder. tive changes (such as changes in payin	g office, appropriation
	dom sto \ cat forth in block 10				
	(c) This Supplemental Agreement is en It modifies the above numbered con	tered into pursuant	to authority of		<u>.</u>
	THE PARTY OF THE P				
10.					
Pro	ovide Administrative Assistant to suppor	t the Director of	f MetroAccess	Services.	
	1	MODIFICATIO	N 019 Page 1	of 2	
		WIODII IOIII	,		
	Except as provided herein, all terms and conditions of the do	cument referenced in blo	ck 6, as heretofore cha	anged, remain unchanged and in full force and effec	t.
11.	CONTRACTOR/OFFEROR IS REQUIRED		12. CONT	RACTOR/OFFEROR IS NOT REQUIRE	ED TO SIGN THIS
	MODIFICATION AND RETURN 1 COPIES TO ISSUING DOCUMENT				
	OFFICE		15. WASHING	TOWN TROPOLITAN AREA TRANSI	T AUTHORITY
12.	NAME OF CONTRACTOR/OFFICE		15. WASHING	VAL _	
	BY		BY	NV	
4-	(Signature of person abthefized to sign)	14. DATE SIGNED	16. NAME OF	(Signature of Confracting Officer) ONTRACTING OFFICER (Type or print)	17. DATE SIGNED
13.	NAME AND TITLE OF SIGNER (Type or print)	Dreim Grajema	//		
		10 70 00	//	William E. Sharp	7900009
70	ON MMONSON, CHAIRMAN	10-27-09			41 (-)

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) Current Value This Modification (Mod 019) New Contract Value – not to exceed	\$ 59,060,801.55 \$ 269,103,618.55 \$ 6,161.00 \$ 269,109,779.55		
4.	All other terms and conditions of Contract CO5108 remain unc	changed 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				
1 111 0.0		(Same as block 17)		
3. ISSUED BY CONTRACTS SECTION	4. ADMINISTERED BY (If other than block 3)			
Kunj Behari				
PRMT (Room 301-E)				
Office of Procurement				
5. CONTRACTOR	<u> </u>		6. (Check only one)	
NAME AND ADDRESS MV Transportation, Inc.			AMENDMENT OF SOLICITATION NO.	
Attn: Jon Monson, CEO			AMERIMENT OF SOCIOTATION NO.	
360 Campus Lane, Suite 201	I		DATE	
(Street, city, Enirfield CA 04535-1400	•		MODIFICATION OF CONTRACT/ORDER NO	. C05108
state, and			DATE September 22, 2005	(See block 9)
Zip Code)				(See Diock 9)
7. THIS BLOCK APPLIES ONLY TO A				
The above numbered solicitation is amended	as set forth in block	k 10. The hour a	and date specified for receipt of Offers	is extended,
is not extended. Offerors must acknowled	ige receipt of this ar	mendment prior 1	to the hour and date specified in the solicital	tion, or as amended, owledging receipt of
by one of the following methods; (a) By signir this amendment on each copy of the offer significant control of the offer significant	ubmitted; or (c) by	separate letter	or telegram which includes a reference to	the solicitation and
amendment numbers. FAILURE OF YOUR A	CKNOWLEDGMEN	NT TO BE RECE	IVED AT THE ISSUING OFFICE PRIOR T	OTHE HOUR AND
DATE SPECIFIED MAY RESULT IN REJECT submitted, such change may be made by telegon	TION OF YOUR O	FFER. If, by vit	tue of this amendment you desire to char	ige an offer already
submitted, such change may be made by teleg is received prior to the opening hour and date	ram or letter, provid specified.	ied such telegra	III makes releience to the solicitation and a	ns amonament, and
8. ACCOUNTING AND APPROPRIATIO		uired)		
6. A 666 6611111		•		
9. THIS BLOCK APPLIES ONLY TO MO	DDIFICATIONS	OF CONTR	ACTS/ORDERS	
(a) X This Change Order is issued pursuan	t to the Changes C	lause		
The Changes set forth in block 10 are	made to the above	e numbered con	tract/order. tive changes (such as changes in paying o	office appropriation
(b) The above numbered contract/order in data, etc.) set forth in block 10.	s modified to reflec	t the administrat	tive changes (such as changes in paying o	mice, appropriation
(c) This Supplemental Agreement is enter				
It modifies the above numbered contr		lock 10.		
10. DESCRIPTION OF AMENDMENT/MC	DIFICATION			
			we will the Contract Page Parise	l anding on
Increases total contract ceiling to provi	de for services	s required ir	rough the Contract base Fellot	ending on
January 14, 2010.				
			4.5	
	MODIFICATION	l 018 Page 1	of 2	
Except as provided herein, all terms	and condition	is of the doc	cument referenced in block 6, as	neretotore
changed, remain unchanged and in				10 01011 77110
11. X CONTRACTOR/OFFEROR IS REQUIRED		DOCUM	ACTOR/OFFEROR IS NOT REQUIRED T	O SIGN THIS
MODIFICATION AND RETURN ORIGINAL COPY TO ISSUING OFFICE.	- AND <u>ONE</u>	DOCON	ICIVI	ĺ
12. NAME OF CONTRACTOR/OFFICE 15. WASHINGTON METROPOLITAN AREA TRANSPORTED TO				
////			7.11-1100	
			İ	
BY Silver Standard In Sign	-1	BY	(Signature of Contracting Officer)	
(Signature of person attworized to sign) 13. NAME AND TITLE OF SIGNER (Type or print) 14. DATE SIGNED 15. NAME OF CONTRACTING OFFICER (Type or print)				17. DATE SIGNED
	10/28/09			100 m
John Monson , CHAIRMA	1999		William E. Sharp	19000
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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 M	odification:
	Contract Summary:	
	Award Amount (Including \$6.500,00 funded on August 28,2009 for payment for Performance Incentives and Fuel Escalation Per MEAD#98482)	\$210,042,817.00
	Executed Modifications (001 - 017) Current Value This Modification (Mod 018) New Contract Value	\$ 7,560,801.55 \$217,603,618.55 \$ 51,500,000.00 \$269,103,618.55
4.	All other terms and conditions of Contract CO5108 remain unc	hanged by this modification.
	END MODIFICATION 018	



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

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION	2. EFFECTIVE D				
017, Part 1 (5			Same as block 17)		
3. ISSUED BY CONTRACTS SECTION	4. ADMINISTERED BY (If other than block 3)				
Kunj Behari					
PRMT (Room 301-E)					
Office of Procurement					
5. CONTRACTOR	<u> </u>	,	6. (Check only one)		
NAME AND ADDRESS					
MV Transportation, Inc.			AMENDMENT OF SOLICITATION NO.		
Attn: Jon Monson, CEO	•		DATE	(See block 7)	
360 Campus Lane, Suite 20	1		MODIFICATION OF CONTRACT/ORDER NO	c C05108	
(Street, city, county, state, and			Contombox 00, 2005	(0, (1, 1, 0)	
Zip Code)			DATE September 22, 2005	(See block 9)	
7. THIS BLOCK APPLIES ONLY TO A					
The shows numbered collectation is amended	as set forth in block	10. The hour an	d date specified for receipt of Offers	is extended,	
is not autopded. Offerers must acknowled	dge receipt of this ar	nendment prior to	the nour and date specified in the solicita	tion, or as amended,	
by one of the following methods; (a) By signing this amendment on each copy of the offer s	ng and returning	congrate letter Of	_ copies of this amendment; (b) by acking the copies of this amendment; (b) by acking the copies of	the solicitation and	
this amendment on each copy of the offers amendment numbers. FAILURE OF YOUR A	.CKNOW! FDGMEN	SEPAIALE LELLER OF	VED AT THE ISSUING OFFICE PRIOR	TO THE HOUR AND	
DATE ODECICED MAY DESLIT IN BEJEC	TION OF YOUR O	FFER. If by virtu	ie of this amendment you desire to chai	nge an oner already	
submitted, such change may be made by teleg	gram or letter, provid	led such telegram	makes reference to the solicitation and t	his amendment, and	
is received prior to the opening hour and date	specified.				
8. ACCOUNTING AND APPROPRIATION	ON DATA (If req	uired)			
		OF CONTRA	CTS/OBDERS		
9. THIS BLOCK APPLIES ONLY TO M			C19/ONDENS		
(a) X This Change Order is issued pursual The Changes set forth in block 10 ar	nt to the Changes C	ause numbered contr	ract/order	<u></u>	
(b) The above numbered contract/order	is modified to reflec	t the administrativ	ve changes (such as changes in paying o	office, appropriation	
data, etc.) set forth in block 10.					
(c) This Supplemental Agreement is ent	ered into pursuant to	o authority of			
It modifies the above numbered cont		IOCK 10.			
10. DESCRIPTION OF AMENDMENT/MO	DIFICATION				
1. Provide for cost associated with the	relocation of c	all center fro	m Silver Spring to Prince Geor	·αes Plaza.	
2. This is a PART 1 Modification in the	not-to-exceed	amount of \$1	00.000. The final amount of th	is modification	
is contingent upon receipt of cost deta	ils, negotiation	s and subjec	t to audit adjustment and will I	oe finalized in a	
PART 2 modification.	,		•		
FAIT 2 Mounication.					
: 	MODIEIC ATION	MIT Boso 1	of 2		
	MODIFICATION		01 2		
subject to details in a	Hucked le	Her. 5			
		_			
Except as provided herein, all terms and conditions of the	document referenced in				
11. X CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS					
	MODIFICATION AND RETURN ORIGINAL AND ONE DOCUMENT				
COPY TO ISSUING OFFICE.					
12. NAME DE CONTRACTOR/OFFICE 15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY					
()					
BY BY					
(Signature of person authorized to signature		46 1/4	Signature of contracting Officer)	17. DATE SIGNED	
13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED	16. NAME OF	ONTRACTING OFFICER (Type or print)	17. DATE SIGNED	
T V 201	815/05		William E. Sharp	20 ml 09	
Joe Liongo Cham	Jon Monson Change				

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:
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Contract Summary:

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

4.	All other terms and conditions of Contract CO5108 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	2. EFFECTIVE DATE	April 20, 2009
016 3. ISSUED BY CONTRACTS SECTION	4. ADMINISTERED BY (If other	
Kunj Behari PRMT (Room 301-E) Office of Procurement	4. Nominal Crico of Ity office	(1.11.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1
5. CONTRACTOR NAME AND ADDRESS		6. (Check only one)
MV Transportation, Inc.		AMENUMENT OF SOLIGITATION NO.
Attn: Jon Monson, CEO		DATE (See block 7)
(Street, city, county, Fairfield, CA 94535-1400		MODIFICATION OF CONTRACT/ORDER NO. C05108
state, and		
Zip Code)		DATE September 22, 2005 (See block 9)
7. THIS BLOCK APPLIES ONLY TO A The above numbered solicitation is amended		
by one of the following methods; (a) By signir this amendment on each copy of the offer si amendment numbers. FAILURE OF YOUR A DATE SPECIFIED MAY RESULT IN REJECT	ng and returning	to the hour and date specified in the solicitation, or as amended, copies of this amendment; (b) by acknowledging receipt of or telegram which includes a reference to the solicitation and EVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND true of this amendment you desire to change an offer already in makes reference to the solicitation and this amendment, and
o. Accoon ma Alb All no name	=	
9. THIS BLOCK APPLIES ONLY TO MO	DIFICATIONS OF CONTR	ACTS/ORDERS
(a) X This Change Order is issued pursuan	t to the Changes Clause	
The Changes set forth in block 10 are (b) The above numbered contract/order in	 made to the above numbered cor s modified to reflect the administra 	tract/order. tive changes (such as changes in paying office, appropriation
data, etc.) set forth in block 10.		
(c) This Supplemental Agreement is entered to the lit modifies the above numbered contract.		
10. DESCRIPTION OF AMENDMENT/MC	DIFICATION	
1. Provide Support for the Office of Inc. Proposal dated April 28, 2008. 2. Modification 016 is in the not-to-e		n accordance with the MV Transportation,
-,-t	ODIFICATION 016, Page 1	of 2 marrane
Except as provided herein, all tentheretofore changed, remain unch	rms and conditions of the	ne document referenced in block 6, as and effect.
11. X CONTRACTOR/OFFEROR IS REQUIRED	,	ACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS
MODIFICATION AND RETURN ORIGINAL COPY TO ISSUING OFFICE.	AND ONE DOCUM	lent /
12. NAME OF CONTRACTOR/OFFICE	15. WAS	SHINGTON HETROPOLITAN AREA TRANSIT AUTHORITY
		V P/// X
ву	BY_	11//
(Signature of person authorized to sign	14. DATE SIGNED 16. NAME OF	(Signature of Confracting Officer) GONTRACTING OFFICER (Type or print) 17. DATE SIGNED
3. NAME AND TITLE OF SIGNER (Type or print)	TO HAME OF	1 10 00
CAPRINA	6809	William E. Sharp 2 June 07
		The second secon

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:
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Contract Summary:

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

4.	All other terms and conditions of	of Contract	CO5108 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 Fitth Street, NW, Washington, DC 20001-2651 AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION	2. EFFECTIVE DATE
Modification 15	(Same as block 17)
, ISSUED BY PURCHASING SECTION	4. ADMINISTERED BY (If other than block 3)
Office of Procurement and Materials Room 301D	
CONTRACTOR	6. FORM TYPE (Check only one)
CONTRACTOR NAME AND ADDRESS	AMENDMENT OF SOLICITATION NO.
MV Transportation, Inc.	DATE (See block 7)
Atto: Jon Mouson, CEO	
360 Campus Lane, Suite 201	1 CO5108
(Street, city. county, state, and Zip Code) Fairfield, CA 94535-1400	Date: September 22, 2005.
amended, by one of the following methods; of this amendment on each copy of the office amendment numbers. FAILURE OF YOU AND DATE SPECIFIED MAY RESULT IN already submitted, such change may be a amendment, and is received prior to the op-	ad as set forth in block 10. The hour and date specified for receipt of Unions
8. ACCOUNTING AND APPROPRIAT	LION DATA (II LEGINANT)
9. THIS BLOCK APPLIES ONLY TO	MODIFICATIONS OF CONTRACTS/ORDERS MODIFICATIONS OF CONTRACTS/ORDERS Control Provision, Section 2, Changes Clause.
This is Change Order is issued The Changes set forth in block 10 The above numbered contraction data, etc.) set forth in block 10.	pursuant to <u>Concern Provisions Systems</u> are made to the above numbered contract/order. are made to the above numbered contract/order. ier is modified to reflect the administrative changes (such as changes in paying office, appropriation authors into numbered to authority of
This is Change Order is issued The Changes set forth in block 10. The above numbered contract/ord data, etc.) set forth in block 10. This Supplemental Agreement is it modifies the above numbered or	pursuant to
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This is Change Order is issued The Changes set forth in block 10. The above numbered contract/ordets, etc.) set forth in block 10. This Supplemental Agreement is it modifies the above numbered or it modifies the above numbered or 1. This Modification No. 15 addresses the freimbursement for Vehicle Liability Insurar Preventive Maintenance, Revised Period of Reimbursement, Call Center Reimbursement Inspections, Accident & Incident Reporting. 2. Additional Staffing in the total amount of 3. Mod 15 was executed subsequent to Modern Modification And Return 1. CONTRACTOR/OFFEROR IS REQUITED INSURING OFFICE.	pursuant to
This is Change Order is issued The Changes set forth in block 10. The above numbered contract/ord data, etc.) set forth in block 10. This Supplemental Agreement is it modifies the above numbered or 10. DESCRIPTION OF AMENDMENT/ 1. This Modification No. 15 addresses the free Reimbursement for Vehicle Liability Insurar Preventive Maintenance, Revised Period of Reimbursement, Call Center Reimbursement Inspections, Accident & Incident Reporting. 2. Additional Staffing in the total amount of 3. Mod 15 was executed subsequent to Modern Modification And Return and contract of the provided hardin, at tense and contract of the provided hardin, at tense and contract of the provided hardin.	pursuant to

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 Mód. 15)

\$ 59,066,962.55

Current Price:

\$269,109,779.55

This Modification No. 15:

\$ 4,021,866.50, 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 nondedicated 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:

Productivity Adjustment Factor = 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".

- Insurance charges for additional dedicated vehicles shall not begin until such f. vehicle has been delivered by WMATA to Contractor.
- With the retirement of the 75 surplus vehicles provided at the inception of the g. 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.
- This provision of the contract modification shall be effective as of July 1, 2008 h. and reimbursement shall also be retroactive to that date.
- The schedule included as Attachment A-1 herein shall be used to determine the i. number of dedicated vehicles in service from the July 1, 2008 through November 30, 2009.

DEDICATED VEHICLES 1.1

- Effective upon the execution of this Contract Modification 015, for the purpose of a. 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.
- Effective upon the execution of this Contract Modification 015, the term b. "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_lbm.htm. The Fuel adjustment shall be computed using the following formula and shall be included in the monthly invoice:

Fuel Adjustment per Revenué Hour for Dedicated Vehicles (\$/Revenue Hour) = 2.54 X (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.

- 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:
 - \$ 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.
 - § 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.
 - § 3.1.6 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).
- Mobile Data Computers (MDCs) and DriveCams will be installed in nondedicated 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.
- 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 REIMBURSÉMENT 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.
- 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

 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 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.

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.

ATTACHMENT A-1

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

Monta	Number of Ded		Vehicl es
July 2008	44	1.00	
August 2008		12	
September 2008		12	
October 2008	그 가는 사고 아이들이 많아 보는 사람들은 사람들이 하는 사람들이 가는 사람들이 없다.	1 2	
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December 2008		46 	
January 2009		6 5 	
February 2009		75 	
March 2009		79	
April 2009		66	r de region de la company. De la companya de la
May 2009		61	
June 2009	医二甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基	94	
July 2009		99	
August 2009		99	
September 2009		13	
October 2009		18	
November 2009		17	

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.
- 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

ice Life	Engine Life	Transmission Life	Differential Life
Years	150,000	100,000	200,000*
	175,000	100,000	200,000
	Years Years	100.0	100,000

^{*} Ford Taurus model sedans have no differential unit.

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.

- 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 <u>ALL</u> required supporting documentation bundled by vehicle, and shall include the following:
 - a) A completed MetroAccess repair order signed by the repairing technician <u>and</u> 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 3rd party outside of an MV-controlled facility).
 - e) Sales tax <u>may not</u> be billed to WMATA. Exceptions must be presented on a case-by-case basis. <u>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.</u>
 - 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 VMATA 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.
 - 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) <u>ALL</u> repair orders, including those originating from a third-party vendor, <u>MUST</u> 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 (3rd-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.

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.
- o 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.
- o 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 25th 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 <u>Expense Reimbursement"</u> 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.

helberly.

Sincerely,

i00 Fifth Street, NW shington, DC 20001 202/962-1234

By Metrorall: sary Square—Red Line ary Place-Chinateum—. Red, Green and Yuller Lines By Metrobus: sunes D1, C3, D6, P6, 70, 71, 80, X2 CHRISTIAN T. KENT
Assistant General Manager
Department of Access Services

Attachment: WMATA Bill Back Labor Guide

District of Columbia, taryland and Virginia Transit Partnership

WMATA Bill Back Labor Guide

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Ford Crown Victoria R&R Rear Differential 6.9 \$65.00 Ford E350 R&R Engine Assembly 20 \$65.00 Ford E350 R&R Transmission Assembly 5.6 \$65.00 Ford E350 R&R Engine Assembly 20 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Tensmission Assembly 5.5 \$65.00 Ford E350 R&R Tensmission Assembly 5.5 \$65.00 Ford E350 R&R Transmission Assembly<	2003	Ford	Crown Victoria	R&R Transmission Assembly	4.5	\$85.00	\$282.50
Fond E350 R&R Engine Assembly 20 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Rear Differential 8.6 \$65.00 Ford E350 R&R Transmission Assembly 20 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Transmission Assembly <td>2003</td> <td>Ford</td> <td>Crown Victoria</td> <td>R&R Rear Differential</td> <td>6.6</td> <td>\$65.00</td> <td>\$448.50</td>	2003	Ford	Crown Victoria	R&R Rear Differential	6.6	\$65.00	\$448.50
Ford E350 R&R Engine Assembly 20 \$65.00 3 Ford E360 R&R Rear Differential 8.6 \$65.00 365.00 Ford E350 R&R Engine Assembly 20 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350							
Ford E350 R&R Engine Assembly 20 \$45,00 Ford E350 R&R Transmission Assembly 5.5 \$45,00 Ford E350 R&R Engine Assembly 20 \$45,00 Ford E350 R&R Transmission Assembly 5.5 \$45,00 Ford E350 R&R Transmission Assembly 5.5 \$45,00 Ford E350 R&R Transmission Assembly 5.5 \$45,00 Ford E350 R&R Rear Differential 3.4 \$45,00 Ford E350 R&R Transmission Assembly 5.5 \$45,00 Ford E350 R&R Rear Differential 3.4 \$455,00 Ford E350							
Ford E350 R&R Transmission Assembly 5.6 \$65.00 Ford E350 R&R Engine Assembly 20 \$66.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Rear Differential 8.6 \$65.00 Ford E350 R&R Tensmission Assembly 5.5 \$65.00 Ford E350 R&R Tensmission Assembly 5.5 \$65.00 Ford E350 R&R Rear Differential 3.4 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Transmission Assembly	2001	Ford	E350	R&R Engine Assembly	20	\$65.00	\$1,300.00
Ford E350 R&R Rear Differential 8.6 \$65.00 Ford E350 R&R Transmission Assembly 20 \$66.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Team Differential 3.4 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Transmission Assembly 22.7 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00	2001	Ford	E360	R&R Transmission Assembly	5.5	\$65.00	\$357.50
Ford E350 R&R Engine Assembly 20 \$66.00 Ford E350 R&R Transmission Assembly 5.5 865.00 Ford E350 R&R Rear Differential 8.6 \$65.00 Ford E350 R&R Tenantial Assembly 5.5 \$65.00 Ford E350 R&R Rear Differential 3.4 \$65.00 Ford E350 R&R Tenantial Assembly 5.5 \$65.00 Ford E350 R&R Transmission Assembly 22.7 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00	2001	Ford	E360	R&R Rear Differential	8.6	\$66.00	\$559.00
Ford E350 R&R Engine Assembly 20 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Engine Assembly 22.7 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Rear Differential 3.4 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Transmission Assembly 2.2.7 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00							
Ford E350 R&R Engine Assembly 20 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Engine Assembly 22.7 \$65.00 Ford E350 R&R Engine Assembly 5.5 \$65.00 Ford E350 R&R Rear Differential 3.4 \$65.00 Ford E350 R&R Transmission Assembly 22.7 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00							
Ford E350 R&R Transmission Assembly 5.5 \$85.00 Ford E350 R&R Engine Assembly 22.7 \$85.00 Ford E350 R&R Transmission Assembly 5.5 \$85.00 Ford E350 R&R Rear Differential 3.4 \$85.00 Ford E350 R&R Transmission Assembly 22.7 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Rear Differential 3.4 \$65.00	2002	Ford	E360	R&R Engine Assembly	20	\$65.00	\$1,300.00
Ford E350 R&R Rear Differential 8.6 \$65.00 Ford E350 R&R Tentantial On Assembly 5.5 \$65.00 Ford E350 R&R Tent Differential S.4 \$65.00 Ford E350 R&R Franchise Assembly 22.7 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Rear Differential 3.4 \$65.00	2002	Ford	E350	R&R Transmission Assembly	5.5	\$65.00	\$367.50
Ford E350 R&R Engine Assembly 22.7 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Rear Differential 3.4 \$65.00 Ford E350 R&R Transmission Assembly 22.7 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Rear Differential 3.4 \$65.00	2003	Ford	E350	R&R Rear Differential	8.6	\$65.00	\$559.00
Ford E350 R&R Engine Assembly 22.7 \$85.00 Ford E350 R&R Transmission Assembly 5.5 \$85.00 Ford E350 R&R Engine Assembly 22.7 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Teachings On Assembly 5.5 \$65.00	1						
Ford E350 R&R Transmission Assembly 22.7 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Engine Assembly 22.7 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00							
Ford E350 R&R Trenamission Assembly 5.5 \$65.00 Ford E350 R&R Engine Assembly 22.7 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00	2003	Ford	E350	R&R Engine Assembly	22.7	\$65.00	\$1,476.50
Ford E350 R&R Rear Differential 3.4 \$65.00 Ford E350 R&R Engine Assembly 22.7 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Rear Differential 3.4 \$65.00	2003	Ford	E350	R&R Transmission Assembly	5.5	\$65.00	\$367.50
Ford E350 R&R Engine Assembly 22.7 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Res Differential 3.4 \$65.00	2003	Ford	6360	R&R Rear Differential	3.4	\$65.00	\$221.00
Ford E350 R&R Engine Assembly 22.7 \$65.00 Ford E350 R&R Transmission Assembly 5.5 \$65.00 Ford E350 R&R Rear Differential 3.4 \$65.00							
Ford E350 R&R Transmission Assembly 5.5 \$65.00 E00 E350 R&R Rear Differential 3.4 \$65.00	2000		4362	Control of the Contro	* 66	VV 200	00 467 FG
Ford E350 R&R (entitled 3.4 \$65.00	2000	2	E330	Agr Engine Assembly	777	00,000	00:0/
Ford E350 R&R Rear Differential 3.4 \$65.00	2000	S.	200	K&K I ransmission Assembly	0.0	265.00	20.70
	2002	Ford	E360	R&R Rear Differential	3.4	\$65.00	\$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.

ATTACHMENT E

RATES AND STAFFING LEVELS

[REMAINDER OF PAGE INTENTIONALLY BLANK - INFORMATION ON FOLLOWING PAGES]

Attachment E - Contract Rate Schedule

Notes to Support Rate
7/1/11 to 6/30/13
1/16/10 to 6/30/11
7/1/09 to 1/15/10
Contract Period

1.Rate per Revenue Vehicle Hour - Operations	43	36.41	8	37.18	9	39.04	See Atternate Price Proposal 1
2.Rate per Month Call Center	•	1,095,968	49	1,288,929	49	1.558,417	See supporting schedule B
3.Rate per Dedicated Sedan Provided per Month	6 9	624.86	s	685.02	9	700.69	See Alternate Price Proposal 1
4.Rate per Dedicated Van Provided per Month	69	1,041.28	•	1,139.57	s	1,168.17	See Alternate Price Proposal 1
5.Rate per Mentor Ranger Provided per Month	69	355.00	•	369.38	s,	387.98	See Alternate Price Proposal 1
6.Rate per Drive Carn Provided per Month	•	125.42	•	133.91	s	145.25	See Alternate Price Proposal 1
7.Rate per Taxi Mile	G	2.82	•	2.97	69	2.97	See Contract Mod 015 2
8.Rate per Non-Dedicated Passenger Trip	•	21.50	•	22.35	\$	23.46	See Alternate Price Proposal 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 rates. 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.

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	A de de de de de de de de de de de de de
			2.505	Notes to Support Kate
Monthly Fixed Cost Per Alternate Price				
Proposal '	\$ 553,054	\$ 616,777	\$ 673 141	
Staffing Increases per Contract Mod 009 2	\$ 193,685	\$ 202.401	\$ 214 545	
Supervision of Non-Dedicated Carriers Per Mod 009	\$ 12.184	207.27	0000	
Call Center Wage Increase Per Mod 009 2	\$ 23.593	5 24 654	13,300	
Additional Beltsville Lease Space 2	\$ 6.020	S 6 291		
MACS Administrative Assistant 2	\$ 5.000	\$ 5.225	90000	¥
Eligibility Dispatcher for JGB 2	\$ 5,000	\$ 5.225	A 2000	
EZ Pay Program ²	\$ 11,183	\$ 11,697	\$ 12.398	
Additional Call Center Staffing	\$ 281,927	\$ 398,062	\$ 592,325	See Schedules B-2 and B-1
Total Monthly Call Center Cost	\$ 1,091,656	\$ 1,283,063	\$ 1,549,593	

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.

\$ 1,549,593

2- For labor rates used 3% arinual CPI, for option period 1 18 months that is 4.5% (3% x 1.5) and option period 2 6% (2 years x 3%)

Schedule B-1

(FTE)	
Requirement	
Revised Staffing	

Contract Period	7/1/09 t	7/1/09 to 1/15/10	1/18/1	1/18/10 to 6/30/11	7/1/11 tc	7/1/11 to 6/30/13	Notes to Support Staffing
Contractual Revenue Hours 1 (annual)		1,275,650		1,512,579		1,881,541	
Contractual Passenger Trips 1 (annual)		2,141,750		2,557,814		3,186.738	
Contractual Number Dedicated Vehicles 1		317		380		478	
POSITIONS AND RATES	7/1/09 to	to 1/15/10	1/18/10	1/18/10 to 8/30/44	714144 40 6	40 8130143	
	FTE	RATE	FTE	RATE	FTE	RATE	
Project Manager	•	\$ 78.82	-	\$ 82.37	-	\$ 87.00	1. Pronocal
Assistant Project Manager	Ψ-	\$ 50.00	1	\$ 50.00	-	\$ 53.00	1 - Mod 015
Consumer Advocate	-	\$ 20.19	-	\$ 21.10	-	\$ 22.00	1 - Mod 015
MACS Administrative Assistant	-	\$ 20.00	1	\$ 20.90	-	\$ 22.00	1 - Mod 019
Contract Administrator	-	\$ 42.05	+	\$ 43.94	-	\$ 47.00	1 - Proposal
Director of Operations	-	\$ 57.81	-	\$ 60.41	-	\$ 64.00	1 - Proposal
Operations Supervisors	4	\$ 19.67	4	\$ 20.56	4	\$ 22.00	4 - Pronosal
Non-Dedicated Supervisor	+	\$ 19.81	-	\$ 20.70	-	\$ 22.00	1 - Mod One
Drug & Alcohol Manager	•	\$ 42.05	-	\$ 43.94	-	\$ 47.00	1 - Proposal
Drug & Alcohol Assistant	1	\$ 15.45	-	\$ 16.15		\$ 17.00	1 - Mod 009
Customer Service Coordinator	-	\$ 42.05	-	\$ 43.94		\$ 47.00	1 - Pronosal
Customer Service Clerks	စ	\$ 15.01	7	\$ 15.69	00	\$ 17.00	2 - Proposal - 4 Mod 0 - 2 Mod 15
Controller	1	\$ 31.54	-	\$ 32.96	-	\$ 35.00	1 . Proposal
Accounting Administrator	-	\$ 14.22	-	\$ 14.86	-	\$ 16.00	1 - Proposal
Reports Clerk	1	\$ 12.04	-	\$ 12.58	-	\$ 13.00	1 - Proposal
Reconciliation and Billing Auditors	2	\$ 15.31	2	\$ 16.00	2	\$ 17.00	2 - Proposal
Director of Maintenance	1	\$ 49.93	-	\$ 52.17	-	\$ 55.00	1 - Proposal
Director of Safety and Training	1	\$ 34.17	*	\$ 35.70	-	\$ 38.00	1 - Proposal
Safety Manager	1	\$ 21.87	-	\$ 22.85	-	\$ 24.00	1 - Mod 015
Road Supervisors	22	\$ 16.09	27	\$ 16.81	33	\$ 18.00	8 - Proposal - Remainder Mod 015
Road Supervisor - Non Dedicated	1	\$ 13.22	-	\$ 13.81	1	\$ 15.00	1 - Mod 009 - Use for taxi 1/15/10
Auditor Driver Certification	4	\$ 14.22	-	\$ 14.86	-	\$ 16.00	1 - Proposal
Training Manager	1	\$ 21.87	1	\$ 22.86	-	\$ 24.00	1 - Proposal
BTW Trainers - Annual Refresher	2	\$ 14.21	9	\$ 14.85	က	\$ 16.00	2 - Proposal 1 Mod 015
Trainers	2	\$ 17.49	7	\$ 18.28	2	\$ 19.00	2 - Propose
(list continued on following page)							

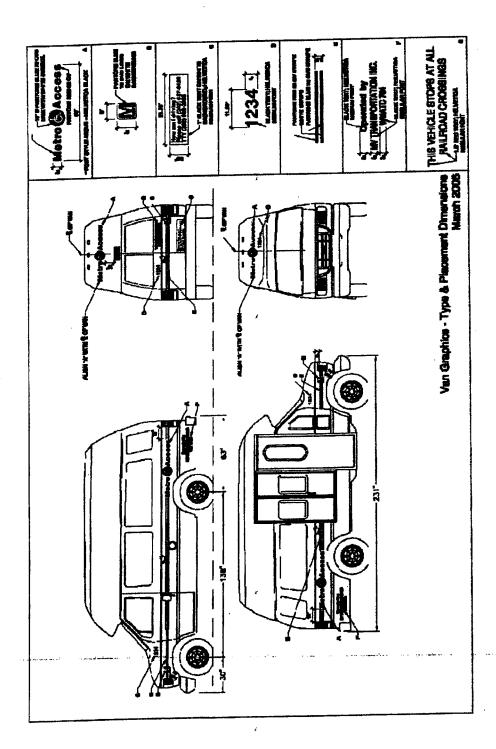
POSITIONS AND RATES (continued)	7/1/09 tc	1/09 to 1/15/10	1/16/10 t	1/16/10 to 6/30/11	7////1	7/1/11 to 6/30/13	
	FTE	RATE	FTE	RATE	FTE	RATE	Notes to Support Staffing
BTW Trainers - Initial Certification	2	\$14.21	2	\$ 14.85	2	\$ 16.00	2 - Proposal
Trainer - Non Dedicated	-	\$15.00	1	\$ 15.68	1	\$ 17.00	1 - Mod 009
Information Technology Manager	-	\$34.17	-	\$ 35.70	1	\$ 38.00	1 - Proposal
Information Technology Administrator	-	\$15.00	-	\$ 15.68	-	\$ 17.00	1 - Mod 009
Call Center Director	-	\$72.12	7	\$ 75.36	-	\$ 80.00	1 - Mod 015
Call Center Training Manager	-	\$24.00	*-	\$ 25.08	-	\$ 27.00	1 - Mod 009
No Show/Cancellation Clerks	2	\$13.10	2	\$ 13.69	2	\$ 15.00	2 - Proposal
Drive Cam Manager	-	\$22.28	-	\$ 23.28	-	\$ 25.00	1 - Proposal
Drive Cam Assistant	-	\$14.42	-	\$ 15.07	-	\$ 16.00	1 - Mod 009
Operations Manager Call Center	-	\$47.30	-	\$ 49.43	-	\$ 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	8	\$13.48	77	\$ 14.09	8	\$ 15.00	41/49/53 - Proposal -11 Mod 9- Baiance 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	-	\$18.02	-	\$ 18.83	-	\$ 20.00	1 - Proposal
Dispatch Supervisors	35	\$15.97	٠£	\$ 16.69	ຜ	\$ 18.00	5 - Mod 009
Dispatchers (Including Taxi and WMR)	7	\$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

1 \$20.18 1 9 \$19.18 11 1 CENTER 234 289				,				
Scheduler 9 \$ 19.18 11 \$ 20.05 14 \$ 21.00 8/9/11 - Proposal - 1 Mod 009 - Balance Mod 015 TOTAL FTE CALL CENTER 234 269 319 319	Lead Scheduler	-	\$20.18	-	\$ 21.09	-	\$ 22.00	1 - Proposal
TOTAL FTE CALL CENTER 234 269 319	Scheduler	8	\$ 19.18	11	\$ 20.05	4	\$ 21.00	8/9/11 - Proposal - 1 Mod 009 - Balance Mod 015
	TOTAL FTE CALL CENTER	234		269		319		

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 8, 50% Year 7 and 25% Year 8 rate.
2- Includes staff from original proposal, contract Mods 009 and 016. Dispatch, Reservation, Scheduler, Road Supervisors based on ridership and dedicated vehicles herein and rates contained in §9.0 of Mod 015.

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

POSITIONS AND RATES	7/4/00 to 4/46/40	9	114014 of 0412114	144	C110613 ct 111117	24.2	
	Annual Labor		Annual Labor	FTE	Annual Labor	FTE	Notes/Justification
Assistant Project Manager	\$ 100,000		\$ 100,000	-	\$ 106,000	-	
Consumer Advocate	\$ 40,385	-	\$ 42,200	-	\$ 44,000	-	
Customer Service Clerks	55	,		-	\$ 68,000	2	
Safety Manager	\$ 43,740	1	\$ 45,700		\$ 48,000	1	
Road Supervisor	\$ 450,520	14	١	19		55	
BTW Trainers - Annual Refresher			\$ 29,700	-	\$ 32,000	_	
Call Center Director	\$ 144,231	1	\$ 150,720	-	\$ 160,000	+	
Reservationists	\$ 350,480	13	\$ 507,240	18	\$ 990,000	33	
Quality (NICE) Monitors	\$ 60,675	2	\$ 63,400	2	\$ 68,000	2	
Capitol Heights Project Manager	\$,96,700	1	\$ 101,060	1	\$ 108,000		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		+	\$ 76,900	+	,	-	Required for Capitol Heights Facility
Dispatch Manager (Lead Dispatcher)	\$ 68,240	1	\$ 71,320		000'92 \$	1	
Dispatchers	\$ 790,657	23	\$ 1,149,440	32	\$ 1,862,000	49	
Eligibility Dispatcher (JGB)	\$ 34,480	1	\$ 36,040		\$ 38,000	1	
Scheduler	•	,		1	\$ 84,000	2	
Total Direct Labor	\$ 2,311,516	61	\$ 3,144,400	83	\$ 4,730,000	0 123	-
Labor Overhead (30.76%)	\$ 711,022		\$ 967,217		\$ 1,454,948	8	
Fuel, Maint Labor & Parts Cost for Road	ě		A 44 000		185 380		17 Vehicles/400 000 miles x .39/mile
Road Surarvisor Vahicle Lease Cost	9					<u> </u>	Provided directly by WMATA
Subtotal	\$ 3,022.538		\$ 4,267,617		\$ 6,350,308	8	
G&A (6.6%)	\$ 199,488	_	\$ 281,663		\$ 419,120	0	
Subtotal	લ		\$ 4,549,280		\$ 6,769,428	8	
Management Fee (5%)	\$ 161,101		\$ 227,464		\$ 338,471	+	
Total Cost (ANNUAL BASIS)	\$ 3,383,127		\$ 4,776,744		\$ 7,107,899	Q	
Cost per Month	\$ 281,927		\$ 398,062		\$ 592,325	5	



[END - MODIFICATION 015]



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

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

AMENDMENT/MODIFICATION	2. EFFECTIVE	DATE	
014		March 19, 2009	
3. ISSUED BY CONTRACTS SECTION	4. ADMINISTEI	RED BY (If other than block 3)	
Ƙunj Behari		*	
PRMT (Room 301-E)			
Office of Procurement			
5. CONTRACTOR		6. (Check only one)	
MV Transportation, Inc.			
Attn: Jon Monson, CEO		AMENDMENT OF SOLICITATION NO)
360 Campus Lane, Suite 201		DATE	(See block 7)
county, Fairfield, CA 94535-1400		MODIFICATION OF CONTRACT/ORD	
state, and Zip Code)			
		DATE September 22, 20	(See block 9)
7. THIS BLOCK APPLIES ONLY TO A			
is not extended. Offerors must acknowled by one of the following methods; (a) By signin this amendment on each copy of the offer suamendment numbers. FAILURE OF YOUR ACDATE SPECIFIED MAY RESULT IN REJECT	ge receipt of this a g and returning ubmitted; or (c) by CKNOWLEDGMEI FION OF YOUR C ram or letter, provi	c 10. The hour and date specified for receipt of Offers mendment prior to the hour and date specified in the so copies of this amendment; (b) by separate letter or telegram which includes a referen IT TO BE RECEIVED AT THE ISSUING OFFICE PRIFER. If, by virtue of this amendment you desire to ded such telegram makes reference to the solicitation and the solicitation is the solicitation.	olicitation, or as amended, acknowledging receipt of ce to the solicitation and IOR TO THE HOUR AND shange an offer already.
8. ACCOUNTING AND APPROPRIATIO	N DATA (If red	juired)	
9. THIS BLOCK APPLIES ONLY TO MO	DIEIO ATIONIO		
9. THIS BLOCK APPLIES ONLY TO MC(a) X This Change Order is issued pursuant			
The Changes set forth in block 10 are	made to the abov	numbered contract/order.	
(b) The above numbered contract/order is	s modified to reflec	t the administrative changes (such as changes in pay	ing office, appropriation
data, etc.) set forth in block 10. (c) This Supplemental Agreement is ente	red into purcuant t	a authority of	
It modifies the above numbered contra			
10. DESCRIPTION OF AMENDMENT/MO			
1. Provide five (5) additional Work S	tations at the	Silver Spring Call Center In accorda	ince with the MV
Transportation, Inc. Proposal dated	March 10, 20	08.	
2. Modification 014 is in the not-to-e	xceed amou	nt of \$8,346.	
N	ODIFICATION	014, Page 1 of 2	
		,· <u>-</u> -	
Except as provided herein, all ter	ms and cond	litions of the document referenced in	block 6. as
heretofore changed, remain unch	nanged and i	n full force and effect.	, 4.0
11. X CONTRACTOR/OFFEROR IS REQUIRED MODIFICATION AND RETURN ORIGINAL COPY TO ISSUING OFFICE.	TO SIGN THIS	CONTRACTOR/OFFEROR IS NOT REQUIRE DOCUMENT	D TO SIGN THIS
12. NAME OF CONTRACTOR/OFFICE		15. WASHINGTON METAOPOLITAN AREA 1	TRANSIT AUTHORITY
		11/1	
BV.		VII Mann	
(Signature of person authorized to sign)	USignature of Contracting Office	
	4. DATE SIGNED	16. NAME OF CONTRACTING OFFICER (Type or prin	t) 17. DATE SIGNED
		William E. Sharp	13 MAROG

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY CONTRACT MODIFICATION CONTINUATION

CONTRACT COS	5108	
MODIFICATION	NO.	014
PAGE 2 OF 2		

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

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

4.	All other terms and conditions of Contract CO5108 remain unchanged by this modification
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----- END MODIFICATION 014 -----



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

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

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	PRMT (Room 301-E)			
	Office of Procurement			
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	NAME AND ADDRESS			
	MV Transportation, Inc. Attn: Jon Monson, CEO		AMENDMENT OF SOLICITATION NO.	
	360 Campus Lane, Suite 201	•	DATE	(See block 7)
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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				
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E	(Signature of person authorized to sign)	BY_	(Signature of Contracting Officer)	
3. N	IAME AND TITLE OF SIGNER (Type or print) 14	I. DATE SIGNED 16. NAME OF	ONTRACTING OFFICER (Type or print)	17. DATE SIGNED
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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 Executed Modifications (001 - 012) Current Value This Modification (Mod 013) New Contract Value	\$203,542,817.00 \$ 7,078,365.55 \$210,621,182.55 \$ 315,885.00 \$210,937,067.55	
4.	All other terms and conditions of Contract CO510	8 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	2. EFFECTIVE DATE		
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MV Transportation, Inc. Attn: Jon Monson, CEO		AMENDMENT OF SOLICITATION NO	
<u> </u>		DATE	(See block 7)
360 Campus Lane, Suite 201 (Street, city, Fairfield, CA 94535-1400		MODIFICATION OF CONTRACT/ORDER	
state, and		MODIFICATION OF CONTRACT/ORDEA	10. <u>C05108</u>
Zip Gode)		DATE September 22, 2005	(See block 9)
7. THIS BLOCK APPLIES ONLY TO A	MENDMENTS OF SOLI	CITATIONS	
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)			
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9. THIS BLOCK APPLIES ONLY TO MO		TRACTS/ORDERS	
(a) X This Change Order is issued pursuant	to the Changes Clause		
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TO: DESCRIPTION OF AMENDMENT/MOI	DIFICATION		
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Facilities in Gaithersburg, Maryland.	Justive use of MetroAc	cess venicies at the Challenger	Transportation
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2. This is a PART 1 Modification in the no	ot-to-exceed amount of	\$125,000. The final amount of th	is modification
s contingent upon negotiation and subje	ct to audit adjustment	and will be finalized in a PART 2	modification.
MODIFICATION 012, Page 1 of 2			
and an analysis of the second			
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.			
VI-63			
1. X OONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND ONE COPY TO ISSUING OFFICE. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT			
2. NAME OF CONTRACTOR/OFFICE 15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY			
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BY BY (Signature of person authorized to sign) (Signature of person authorized to sign)			
	DATE SIGNED 16. NAME	(Signature of Contracting Officer) F CONTRACTING OFFICER (Type or print)	17. DATE SIGNED
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Charrow	15010	William E. Sharp	24 NOV 08
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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 Executed Modifications (001 - 011) Current Value This Modification (Mod 012 Part 1) New Contract Value	\$203,542,817.00 \$ 6,945,508.50 \$210,488,325.50 \$ 125,000.00 \$210,613,325.50
4.	All other terms and conditions of Contract CO5108 remain unchanged by this modification	

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



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

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION	2. EFFECTIVE C	DATE			a a contrata
012, Part 2			February	13, 2009	
3. ISSUED BY CONTRACTS SECTION	4. ADMINISTER	ED BY (If other	than block 3)	Anna Anna Anna Anna Anna Anna Anna Anna	
Kunj Behari					
PRMT (Room 301-E)					
Office of Procurement					
5. CONTRACTOR NAME AND ADDRESS	***	****	8. (Check or	ily ons)	reserve to the contract of the
MV Transportation, Inc.			AMENDA	ENT OF SOLIGITATION NO.	
Attn: Jon Monson, CEO					Management of the second
360 Campus Lane, Suite 201			DATE		(See block 7)
(Street, city, county, Fairfield, CA 94535-1400			X MODIFIC	ATION OF CONTRACT/ORDER N	o. <u>C05108</u>
state, and Zip Gode)			DATES	September 22, 2005	(See block 9)
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is not extended. Offerors must acknowled by one of the following methods: (a) By signin this amendment on each copy of the offer sumendment numbers. FAILURE OF YOUR AC DATE SPECIFIED MAY RESULT IN REJECT submitted, such change may be made by telegi is received prior to the opening hour and date in the common of the common	g and returning	separate letter of TTO BE RECE FER. If, by viring the such telegra	copies of the contemporary which contemporary contemp	is amendment; (b) by ackr ch includes a reference to SSUING OFFICE PRIOR ndment you desire to cha	nowledging receipt of the solicitation and TO THE HOUR AND inge an offer already
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(b) The above numbered contract/order is data, etc.) set forth in block 10.	modified to reflect	the authinistrat	ive changes (st	ich as changes in paying i	since, appropriation
(c) This Supplemental Agreement is enter	red into pursuant to	authority of			
It modifies the above numbered contract as set forth in block 10.					
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 Provide Fueling Facilities for the ex- Facilities in Gaithersburg, Maryland. This is a PART 2 of the two part Modifi \$125,000 was issued on November 24, 20 amount of \$132,857.05. 	ication in the n	ot-to-excee	d amount of	f \$7,857.05. Part 1 ir	n the amount of
MODI	FICATION 012,	Part 2 Pag	ge 1 of 2	斯····································	
Except as provided herein, all terms and conditions of the do	cument referenced in bi	lock 6, as heretofor	re changed, remain	unchanged and in full force and	effect.
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Signature of person authorized to sign)		BY	(Sig	nature of Contracting Officer)	
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CHO, amou	2425/09		William E.	Snarp	135009

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY CONTRACT MODIFICATION CONTINUATION

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

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

Award Amount	\$203,542,817.00
Executed Modifications (001 - 012 Part 1)	\$ 7,070,508.50
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

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PRMT (Room 3E-01)				
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Office of Procurement			· .	
5. CONTRACTOR NAME AND ADDRESS			6. (Check only one)	•
MV Transportation, Inc.			AMENDMENT OF SOLICITATION NO.	
Attn: Jon Monson, CEO				
360 Campus Lane, Suite	201		DATE	(See block
county. Fairfield, CA 94535-140			MODIFICATION OF CONTRACT/ORDER	NO. C05108
state, and Zip Code)			,	
	·		DATE September 22, 2005	(See block t
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is received prior to the opening hour and date				
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 The Scope of Work entitled "Service Enhance attached Scope of Work of the same name. Admini 3.3; Section 4.2; Section 5.1 through Section 5.6. The revised Monthly Performance Goals (attachment) 	istrative changes Also included is	have been made to the revised Fleet	o Section 2.1; Section 3.2.1 through Se	ction 3.2.4; Section
3. Contract value and funding are unchanged as	per item 3 attaci	ned.		
				•
N	IODIFICATION	N 011, Page 1 d	of 2	
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Except as provided herein, all terms and conditions of the d	ocument referenced in	block 6, as heretofore	changed, remain unchanged and in full force and	effect.
11. X CONTRACTOR/OFFEROR IS REQUIRED MODIFICATION AND RETURN ORIGINAL COPY TO ISSUING OFFICE.		DOCUME	CTOR/OFFEROR IS NOT REQUIRED 1 NT	ro sign this
2. NAME OF CONTRACTOR/OFFICE		15. WASH	INGTON METROPOLITAN AREA TRA	NSIT AUTHORITY
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(Signature of person authorized to sign		16 NAME OF C	(Stignature of Contracting Officer)	147
	4. DATE SIGNED	1	ONERACTING OFFICER (Type or print)	17. DATE SIGNED
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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)	\$ 6,363,413.50
Current Value	\$209,906,230.50
This Modification	\$ 582,095.00
New Contract Value	\$210,488,325.50
Current operating Funding	\$ 73,160,651,24
Executed Modifications	\$ 6,363,413.50
Current Value	\$ 79,524,064.74
This Modification	\$ 300,371.00
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:

- 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	2. EFFECTIVE DATE		-
010	•	(Same as block 17)	i
3. ISSUED BY CONTRACTS SECTION	4. ADMINISTERED BY (If other		
Ted Croushore			·
PRMT (Room 3E-01)		. •	*
Office of Procurement		· '	
5. CONTRACTOR		6.	
NAME AND ADDRESS		(Check only onle)	
MV Transportation, Inc. Attn: Jon Monson, CEO		AMENDMENT OF SOLICITATION NO	
	04	DATE	(See block 7
(Street, dty, 2000) Street, dty, 2000) Street, dty, 2000 Street, dt		MODIFICATION OF CONTRACT/ORDER	
state, and	•		
Zip Code)	The second secon	DATE September 22, 2005	(See block 9)
7. THIS BLOCK APPLIES ONLY TO AM The above numbered solicitation is amended a	<u> </u>	· · - · · -	
by one of the following methods: (a) By signing this amendment on each copy of the offer sut amendment numbers. FAILURE OF YOUR AC DATE SPECIFIED MAY RESULT IN REJECTI submitted, such change may be made by telegra is received prior to the opening hour and date significant of the opening hour and date significant in the opening hour and date significant or the ope	omitted; or (c) by separate letter of KNOWLEDGMENT TO BE RECE! ON OF YOUR OFFER. If, by virt am or letter, provided such telegran pecified.	VED AT THE ISSUING OFFICE PRIOR ue of this amendment you desire to ch	to the solicitation and TTO THE HOUR AND
		e ^c	
9. THIS BLOCK APPLIES ONLY TO MOI	DIFICATIONS OF CONTRA	CTS/ORDERS	
(a) X This Change Order is issued pursuant to			
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			
(b) [: The above numbered contract/order is a data, etc.) set forth in block 10.	modified to reflect the administrative	e changes (such as changes in paying	office, appropriation
(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/MOD			
PCO 014 - FY 2008 costs for the continuation of T-1 PCO 015 - FY 2008 costs for the continuation of rec PCO 016 - Costs for Additional Leased Space at the M14, 2010. 1. Contractor shall provide the labor and services is 2010 for a total price increase of \$582,095. At this times specified in item #2 below.	eptionist support for the period letroAccess offices at Silver Spri dentified herein through the end	of July 1, 2007 through January 14, 2 ing, MD for the period of October 1, 20 of the Base Period of this contract to	010; 05 through January
E. 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.			
МО	DIFICATION 010, Page 1 o)f 2	
Except as provided herein, all terms and conditions of the docu	ment referenced in block 6, as heretofore	changed, remain unchanged and in full force and	effect.
CONTRACTOR/OFFEROR IS REQUIRED TO MODIFICATION AND RETURN ORIGINAL AI COPY TO ISSUING OFFICE.	SIGN THIS CONTRAC	TOR/OFFEROR IS NOT REQUIRED 1	
2. NAME OF CONTRACTOR/OFFICE	15 WACH	INCTON HETROPOLITAN ADEL TO	
	is. WASh	INGTON METROPOLITAN AREA TRA	NSIT AUTHORITY
ву	BY	(1)	
(Signature of person authorized to sign) 3. NAME AND TITLE OF SIGNER (Type or print) 14.	DATE SIGNED 16. NAME OF CO	(Signature of Contracting Officer) ONTRACTING OFFICER (Type or print)	17. DATE SIGNED
	Ì	The or pline	TIL DATE SASNEU
Jon Monson (20 10	125/07	Raj Chopra	

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:

Award Amount	\$203.542.817.00
Executed Modifications (001 - 009)	\$ 6,363,413.50
Current Value	\$209,906,230,50
This Modification	\$582,095.00
New Contract Value	\$210,488,325.50
Current operating Funding	\$ 73,160,651,24
Executed Modifications	\$ 6,363,413.50
Current Value	\$ 79,524,064.74
This Modification	\$ 300,371.00
New Funding Amount	\$ 79 824 435 74

----- 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	2. EFFECTIVE DATE	'		
009		(Same as block 17)		
3. ISSUED BY CONTRACTS SECTION	4. ADMINISTERED BY (If other	than block 3)		
Ted Croushore				
PRMT (Room 3E-01)				
Office of Procurement				
5. CONTRACTOR		6.		
NAME AND ADDRESS		(Check only one)		
MV Transportation, Inc.		AMENDMENT OF SOLICITATION NO.		
Attn: Jon Monson, CEO	104	DATE (See block 7)		
(Street, city, 360 Campus Lane, Suite 2	201	MODIFICATION OF CONTRACT/ORDER NO. C05108		
county. Fairfield, CA 94535-1400				
Zip Code)		DATE September 22, 2005 (See block 9)		
7. THIS BLOCK APPLIES ONLY TO A	MENDMENTS OF SOLICIT	ATIONS		
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				
 ACCOUNTING AND APPROPRIATIO PR 4448 for \$2,690,000 (MACS Operations Fun 	N DATA (If required) lds) and PR 4449 for \$1,810,000 (J	ARC Funds). PO 2838		
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,		
9. THIS BLOCK APPLIES ONLY TO MO	DIFICATIONS OF CONTRA	ACTS/ORDERS		
(a) X This Change Order is issued pursuan				
The Changes set forth in block 10 are	made to the above numbered con			
(b) The above numbered contract/order is data, etc.) set forth in block 10.	s modified to reflect the administrat	ive changes (such as changes in paying office, appropriation		
data, etc.) set form in block 10. (c) This Supplemental Agreement is entered into pursuant to authority of				
It modifies the above numbered contra	act as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MO	DIFICATION			
PCO 017 - Costs to Incorporate Service Enha	ancement Scope of Work atta	ached.		
4. Confunction is to avoid the all passessant sur	anort to norform the requirem	nents of the scane of work attached barate		
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 p	rovided 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. X CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS				
MODIFICATION AND RETURN ORIGINAL AND <u>ONE</u> COPY TO ISSUING OFFICE.				
2. NAME OF CONTRACTOR/OFFICE 15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY				
) III. TABINITO ON THE TRANSPORTED AND THORITY				
MI - COAT OURSEA				
BY (RAJ CHOPLA)				
[Signature of person authorized to sign) Signature of Contracting Officer) 3. NAME AND TITLE OF SIGNER (Type or print) 14. DATE SIGNED 16. NAME OF CONTRACTING OFFICER (Type or print) 17. DATE SIGNED				
Jon Morson Go	8/7/07 for	Ashok Rajpal		

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)	\$ 1,863,413.50
Current Value	\$205,406,230.50
This Modification	\$ 4,500,000.00
New Contract Value	\$209,906,230.50

Current Funding for FY'06, and 07 (PO 2838)	\$ 73,160,651.24
Executed Modifications	\$ 1,863,413.50
Current Value	\$ 75,024,064.74
This Modification	\$ 4,500,000.00
New FY'06/FY'0/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:

- 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 the 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	2. EFFECTIVE DATE			
008	(Same as block 17)			
3. ISSUED BY CONTRACTS SECTION	4. ADMINISTERED BY (If other than block 3)			
Ted Croushore				
PRMT (Room 3E-01)				
Office of Procurement				
5. CONTRACTOR	6.			
NAME AND ADDRESS	(Check only one)			
MV Transportation, Inc.	AMENDMENT OF SOLICITATION NO.			
Attn: Jon Monson, CEO	DATE (See block?)			
(Street, oity, 360 Campus Lane, Suite				
state, and Fairfield, CA 94535-140				
Zip Code)	DATE September 22, 2005 (See block F)			
7. THIS BLOCK APPLIES ONLY TO	AMENDMENTS OF SOLICITATIONS			
one of the following methods; (a) By signing at copy of the offer submitted; or (c) by separate YOUR ACKNOWLEDGMENT TO BE RECE REJECTION OF YOUR OFFER. If, by virtue of	edge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by not naturning copies of this amendment, (b) by acknowledging receipt of this amendment on eart letter of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF IVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN If this amendment you desire to change an offer already submitted, such change may be made by telegram note to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
 ACCOUNTING AND APPROPRIAT PR 3287 for \$17,050 and PR 3616 for \$71,625. 	ION DATA (If required) 13. Operating funds, PO 2638			
9. THIS BLOCK APPLIES ONLY TO	MODIFICATIONS OF CONTRACTS/ORDERS			
(a) It This Change Order is issued pursual				
The Changes set forth in block 10 are	e made to the above numbered contract/order.			
	is modified to reflect line administrative changes (such as changes in paying office, appropriation			
data, etc.) set forth in block 10. (c) This Supplemental Agreement is enter	ered into pursuant to authorify of			
It modifies the above numbered contr				
10. DESCRIPTION OF AMENDMENT/N	ODIFICATION			
PCO 015 - Costs to Continue Receptionist for Met	1 Lines on Second Floor at Silver Spring for the period January 15, 2007 through June 30, 2007; troAccess offices at Silver Spring, MD for the period of January 15, 2007 through June 30, 2007			
 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 Matro 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. 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			
11. X CONTRACTOR/OFFEROR IS REQUIRE				
MODIFICATION AND RETURN ORIGINA TO ISSUING OFFICE.	= : :			
12. NAME OF CONTRACTOR/OFFICE	15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY			
8Y	BY			
(Signature of person Buthorized to s	igh) (Signature of Contracting Office)			
3. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED 16. NAME OF CONTRACTING OFFICER (Type or print) 17. DATE SIGNED			
	4/6/07 Teresa Lacott / 4/5/07			

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)	\$ 1,814,167.00
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	\$ 1,814,167. <u>00</u>
Current Value	\$ 74,974,818.24
This Modification	\$ 49 <u>,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/MODIF	ICATION	2. EFFECTIVE C	ATE		
007		(Same as block 17)			
3. ISSUED BY CONTRA Cathy P. Rootl		4. ADMINISTERED BY (If other than block 3)			
PRMT (Room 3					
Office of Proc		1			
5. CONTRACTOR		······································		6.	
NAME AND ADDRESS	sportation, Inc.			(Check only one) AMENDMENT OF SOLICITATION NO.	
	Monson, CEO		ŀ	AMERICAL OF SOCIAL PARTIES.	
	i Monson, CEO ipus Lane, Suite	201		DATE	(See block 7)
	CA 94535-14			MODIFICATION OF CONTRACT/ORDER NO	. <u>C05108</u>
Zip Code)	PPLIES ONLY TO			DATE September 22, 2005	(See block 9)
is not extended by one of the following this amendment on amendment number DATE SPECIFIED submitted, such cha	. Offerors must acknowle ng methods; (a) By sign each copy of the offer s s. FAILURE OF YOUR A MAY RESULT IN REJEC	odge receipt of this and ing and returning submitted; or (c) by a ACKNOWLEDGMEN CTION OF YOUR OF Orgram or letter, provide	nendment prior to separate letter or IT TO BE RECEIV FFER. If, by virtu	d date specified for receipt of Offers the hour and date specified in the solicitation copies of this amendment; (b) by acknot telegram which includes a reference to VED AT THE ISSUING OFFICE PRIOR The of this amendment you desire to chain makes reference to the solicitation and the	tion, or as amended, owledging receipt of the solicitation and TO THE HOUR AND tige an offer already
8. ACCOUNTING A PR 1294 for \$22,00	ND APPROPRIATION OF A PROPERTY	ON DATA (if req 0 2838	uired)		
9. THIS BLOCK AP	PLIES ONLY TO M	ODIFICATIONS	OF CONTRA	CTS/ORDERS	
(a) X This Chang	e Order is issued pursua	ant to the Changes C	leuse		
The Chang (b) The above	es set forth in block 10 a	re made to tris above r is modified to reflect	t the administrativ	actioner. /e changes (such as changes in paying o	ffice, appropriation
data, etc.)	set forth in block 10.				
	emental Agreement is en the above numbered con				
10. DESCRIPTION C					
PCO 010 - Cabling from F	ourth Floor to Second f	loor LAN Rooms at	Silver Spring		
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					
Except as provided herein,	all terms and conditions of the	document referenced in		changed, remain unchanged and in full force and	
11. X CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND ONE COPY TO ISSUING OFFICE. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT					
12. NAME OF CONTRACT	12. NAME OF CONTRACTOR/OFFICE 15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY				
BV			BY_(Cothy Rooth	
13. NAME AND TITLE OF	sture of person authorized to a SIGNER (Type or print)	14. DATE SIGNED	16. NAME OF	(Signature of Contracting Officer) CONTRACTING OFFICER (Type or print)	17. DATE SIGNED
Jon Mi	からく	5/10/06		Cathy P. Rooths	5/10/06

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	\$ 1,426,081.00
Current Value	\$204,968,878.00
This Modification	\$ 21,998.00
New Contract Value	\$204,990,876.00
Initial Funding for FY'06 Incl. Incentive funds (PO 2838)	\$ 24,177,204.50
Executed Modifications	\$ 1,426,061.00
Current Value	\$ 25,603,265.50
This Modification	\$ 21,998.00
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. AMEN	DMENT/MODIFICATION	2. EFFECTIVE	DATE			——————————————————————————————————————
006		(Same as block 17)				
3. ISSUE	D BY CONTRACTS SECTION	4. ADMINISTERED BY (If other than block 3)				
Cath	ny P. Rooths					
PRM	T (Room 3B-01)	1				
Offic	ce of Procurement					
	TRACTOR	<u>.f.</u>		6.		
NAME	AND ADDRESS				(Check only one)	
	MV Transportation, Inc.			لاا	AMENDMENT OF SOLICITATION NO	
	Attn: Jon Monson, CEO			DATE	I	/One blook %
(Street, city,	360 Campus Lane, Suite	201			MODIFICATION OF CONTRACT/ORDER N	
county,	Fairfield, CA 94535-14	00		LA	MODIFICATION OF CONTRACT/ORDER N	10. <u>CU51U8</u>
Zip Code)				DATE	September 22, 200	5 (See block 9)
7. TH	S BLOCK APPLIES ONLY TO	AMENDMENTS	OF SOLICIT	ATIO	VS	
by o this ame DAT subn	above numbered solicitation is amended is not extended. Offerors must acknowle ne of the following methods; (a) By sign amendment on each copy of the offer syndment numbers. FAILURE OF YOUR, E SPECIFIED MAY RESULT IN REJECT INTERSOLIT IN REJECT INTERSOLIT IN REJECT INTERSOLIT IN REJECT INTERSOLIT IN REJECT INTERSOLIT IN REJECT INTERSOLIT INTERSOLUTION INTERSOLIT INTERSOLUTION	idge receipt of this a ing and returning ubmitted; or (c) by ACKNOWLEDGMEI CTION OF YOUR O gram or letter, provi	mendment prior to separate letter o NT TO BE RECE IFFER. If, by vin	the ho copi r telegr IVED A tue of t	our and date specified in the solicities of this amendment; (b) by ackers which includes a reference to ITTHE ISSUING OFFICE PRIOR this amendment you desire to cha	ation, or as amended, nowledging receipt of the solicitation and TO THE HOUR AND ange an offer already
8. ACC	OUNTING AND APPROPRIATE	ON DATA (If red	uired)			
PR 1	293 for \$82,325, Operating Funds. P	2838	,,			
9. THIS	BLOCK APPLIES ONLY TO M	ODIFICATIONS	OF CONTRA	CTS	ORDERS	
(a) [x This Change Order is issued pursua					
/h) [The Changes set forth in block 10 at The above numbered contract/order					affina announdation
(b) [data, etc.) set forth in block 10.	19 MOGINEO TO LENGO	ne reminienen r	VO CHE	nges (soch as changes in paying)	onica, appropriation
(c) [This Supplemental Agreement is en					
	It modifies the above numbered con-	ract as set forth in I	olock 10.			
10. DES	CRIPTION OF AMENDMENT/M	ODIFICATION				
	Printing and Mailing of Customer Lette ransit Service Vehicles	rs; PCO 008 - Early	/ Transfer of Res	ervatio	n Functions; PCO 012 - Remove	al of AM/FM Radios
	ctor is to provide labor, material, equipe on of the Authority Representative.	nent, and all neces	sary incidentals	to prov	ide for all work as defined in the	specified PCOs per
2 The tot	tel emount of this Modification is \$23.5	179 This Ma	differtion is for	fell ac	cord and satisfaction of all cos	et and time incues
	with PCOs 006, 008, and 012.	779.	difficultion is lot	IUII ac	cord and sappraction of an cor	N SHO CHIE IZZUEZ
	• •					`
						ĺ
Except a	as provided herein, all terms and conditions of the	document referenced in	block 4, as haretofor	e change	od, remain unchanged and in full force and	effect.
11. X C	ONTRACTOR/OFFEROR IS REQUIRED	TO SIGN THIS	CONTRA	CTOR	OFFEROR IS NOT REQUIRED	TO SIGN THIS
	MODIFICATION AND RETURN ORIGINAL AND ONE COPY TO ISSUING OFFICE.					
12 NAME (12. NAME OF CONTRACTOR/OFFICE 15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY					
_					1	
BY	X		BY S	<u>لم</u>	My Trako	
13 NAME	(Signature of person authorized to ale	n) 14. date signed	18 NAME OF	ONTE	(Signifiers of Contracting Officer) (ACTING OFFICER (Type or print)	17. DATE SIGNED
		/ /	IV. INMEST		eminim of the cut (type of build)	II. MAIE GRONEU
	on monson	5/10/14		Cath	y P. Rooths	- / /
	6.20	معراضراد			•	15/10/00

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	\$ 1,402,082.00
Current Value	\$204,944,899.00
This Modification	\$ 23,979.00
New Contract Value	\$204,968,878.00
initial Funding for FY'06 incl. Incentive funds (PO 2838)	\$ 24,177,204.50
Executed Modifications	\$ 1,402,082,00
Current Value	\$ 25,579,286.50
This Modification	\$ 23.979.00
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. AMEN	IDMENT/MODIFICATION	2. EFFECTIVE	DATE			
005	L	(Same as block 17)				
3. ISSUE	D BY CONTRACTS SECTION	4. ADMINISTERED BY (If other than block 3)				
Cati	ny P. Rooths					
PRIV	1T (Room 3B-01)					
Offi	ce of Procurement					
	TRACTOR			6.		
NAME	AND ADDRESS				(Check only one)	
	MV Transportation, Inc.			ш	AMENDMENT OF SOLICITATION NO.	
	Attn: Jon Monson, CEO	***		DATE		(See block 7)
(Street, city,	360 Campus Lane, Suite			X	MODIFICATION OF CONTRACT/ORDER N	c C05108
sisle, and	Fairfield, CA 94535-14	00				
Zip Code) 7. TH				DATE	September 22, 200	(See block 9)
this ame DA1 subi	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.					
	COUNTING AND APPROPRIATION 293 for \$82,325, Operating Funds. PC		julred)			
	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.					
40 BEO	It modifies the above numbered cont		lock 10.			
	CRIPTION OF AMENDMENT/MO					
PCO 001 - Installation and First Year Service Charges for T-1 Lines on Second Floor at Silver Spring 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 \$58,346. 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 harein, all terms and conditions of the o	document referenced in I				
B	CONTRACTOR/OFFEROR IS REQUIRED MODIFICATION AND RETURN ORIGINAL COPY TO ISSUING OFFICE.		DOCUM		OFFEROR IS NOT REQUIRED 1	O SIGN THIS
12. NAME	12. NAME OF CONTRACTOR/OFFICE 15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY					NSIT AUTHORITY
BY_		>	By (0 Ta	Dry Roahs	
13. NAME	(Signature of person authorized to sig	n) 14. Date signed	16. NAME OF	CONTR	(Signature of Confracting Officer) (ACTING OFFICER (Type or print)	17. DATE SIGNED
_		7 7				
70	n monson	5/10/06		Cath	y P. Rooths	5/10/06

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:

Award Amount	\$203,542,817.00
Executed Modifications	<u>\$ 1,343,736,00</u>
Current Value	\$204,886,553.00
This Modification	\$ <u>58,346.00</u>
New Contract Value	\$204,944,899.00
Initial Funding for FY'06 incl. Incentive funds (PO 2838)	\$ 24,177,204.50
Executed Modifications	\$ 1,343,736.00
Current Value	\$ 25,520,940.50
This Modification	\$ 58,346.00
New FY'06/FY'07 Funding Amount	\$ 25,579,286.50

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



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

1. AMEN	DMENT/MODIFICATION	2. EFFECTIVE	DATE		
004			(;	Same as block 17)	
3. ISSUE	D BY CONTRACTS SECTION	4. ADMINISTER	ED BY (If other t	han block 3)	.,
Cath	y P. Rooths	1			
PRM	IT (Room 3B-01)				
Offic	e of Procurement				
5. CONT	TRACTOR	L		6.	
NAMÉ	AND ADDRESS			(Check only one)	
	MV Transportation, Inc.			AMENDMENT OF SOLICITATION NO	
	Attn: Jon Monson, CEO	221		DATE	(See block 7)
(Street, city,	360 Campus Lane, Suite			MODIFICATION OF CONTRACT/ORDER N	o. C05108
county.	Fairfield, CA 94535-14	00		A	
Zip Code)	S BLOCK APPLIES ONLY TO A			· · · · · · · · · · · · · · · · · · ·	(See block 9)
this ame DAT subr is re	is not extended. Offerors must acknowled the of the following methods; (a) By signification of the offer support of the offer support of the offer support of the offer support of the offer support of the offer support of the opening hour and date: OUNTING AND APPROPRIATION.	ng and returning	separate letter o IT TO BE RECE FFER. If, by viri led such telegran	coples of this amendment; (b) by ackr r telegram which includes a reference to IVED AT THE ISSUING OFFICE PRIOR: tue of this amendment you dealing to cha	nowledging receipt of the solicitation and TO THE HOUR AND inge an offer already
PRI	196 for \$39,511.29, Operating Funds.	PO 2838			
(a) [(b) [(c) [10. DES PCO 007 - 1. Contra aupport un Total durant based on 1 within the 2. The to associated	data, etc.) set forth in block 10. This Supplemental Agreement is entitled it modifies the above numbered contitled CRIPTION OF AMENDMENT/MC Receptionist for Metro Access Offices ctor is to provide labor for a Receptionist der general supervision. Person hired to for of this position is to be no more that /12th of the total amount of this Modific Washington Metropolitan Area is permittal amount of this Modification is \$32,71 with PCO 007.	nt to the Changes Ce made to the above the modified to reflect ered into pursuant to ract as set forth in the DDIFICATION at Silver Spring at for the Metro Accust meet minimum in 12 months, howe atton will be credited. 180. This Mo	clause a numbered cont the administrati c authority of clock 10. cess Offices at a qualification re ever, should it be d for each mont diffication is for	stact/order. We changes (such as changes in paying of the changes (such as changes in paying of the changes in paying of the changes in paying of the changes in paying of the changes in paying of the changes in paying of the changes in the changes in the changes in the changes in the changes in the changes in the changes in the changes in the changes in the changes in the changes in the changes in the changes in paying of the changes in payi	ivida administrative osition Description. a pro-rated amount tion to other offices at and time issues
C = 2	CONTRACTOR/OFFEROR IS REQUIRED			ACTOR/OFFEROR IS NOT REQUIRED	
, , , , , , , , , , , , , , , , , , ,	NODIFICATION AND RETURN ORIGINA COPY TO SSUING OFFICE.		DOCUM	ENT	
12. NAME	OF CONTRACTOR/OFFICE		15. WAS	HINGTON METROPOLITAN AREA TRA	NSIT AUTHORITY
	\sim			$\alpha \leq 2.0$	
BY Caed Tontho					
(Signature of Contracting Officer) 13. NAME AND TITLE OF SIGNER (Type or print) 14. DATE SIGNED 18. NAME OF CONTRACTING OFFICER (Type or print) 17. DATE SIGNED					
10. NAUNE	The of Bioletic (Type or print)	14. Date signed	.v. iiome ur	and the state of a towns (type or build	TI PAIL SIGNED
Jon	MONSON (CED	5.2-06		Cathy P. Rooths	5/2/06

CONTRACT CO5108 **MODIFICATION NO. 004** 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>\$ 1,310,956.00</u>
Current Value	\$204,853,773.00
This Modification	\$ <u>32,780.00</u>
New Contract Value	\$204,886,553.00
Initial Funding for FY'06 incl. Incentive funds (PO 2838)	\$ 24,177,204.50
Executed Modifications	\$ 1,310,956.00
Current Value	\$ 25,488,160.50
This Modification	\$ 32,780.00
New FY'06/FY'07 Funding Amount	\$ 25,520,940.50

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



WASHINGTON METROPOLITAN AREATRANSIT AUTHORITY 600 Firth Street, NW. Washington, DC 20001-2861 AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

AMENDMENT/MODIFICATION	2. EFFECTIVE DATE	(Same as block 17)	
003, Part 1			
3. ISSUED BY CONTRACTS SECTION	4. ADMINISTERED BY (If o	ther this proce of	. 3
Cathy P. Rooths			· · · · · · · · · · · · · · · · · · ·
PRMT (Room 3B-O1)			``
Office of Procurement			
A CONTRACTOR		(Check only and)	
MV Transportation, Inc.		AMENDMENT OF SOLICITATION NO	
Attn: Jon Monson, CEO			(Sime block 7)
360 Campus Lane, Suite	201	DATE	
Greek de. 360 Campus Laile, Suite	00	MODIFICATION OF CONTRACTIONDER IN	a Guarua
COUNT. CO. Fairfield, CA 94535-14		DATE September 22, 200	(See block 9)
Is not extended. Offsrors must acrown by one of the following methods; (a) By signifits amendment on each copy of the offer a smendment humbers. FAILURE OF YOUR / DATE SPECIFIED MAY RESULT IN REJECT submitted, such change may be made by tole is received prior to the opening hour and date 8. ACCOUNTING AND APPROPRIATE Funding approved by the Board on MEAD 3 FY:08 - \$777,290; FY'07 - \$313,686. PO 9. THIS BLOCK APPLIES ONLY TO M (a) X This Changes set forth in block 10 as The changes set forth in block 10 as (b) The above numbered contract/order	ing and returning submitted; or (o) by separate let acknowled or (o) by separate let acknowled on (o) by separate let acknowled on of your offer. If, it gram or letter, provided such tels apecified. ON DATA (If required) 9133 on 03/17/08 in the amount of the Change Clause is made to the above numbered is modified to reflect the edministration of the change of the edministration of the change of the edministration of the change of the edministration of the change of the edministration of the change of the edministration of the change of the edministration of the change of the edministration of the change of the edministration of the change of the edministration of the change of the edministration of the change of the edministration of the change of the edministration of the change of the edministration of the change of the edministration of the change of the change of the change of the edministration of the change of the chang	contractionder. identifies changes (auch as changes in paying o	owiedging receipt of the eoficitation and TO THE HOUR AND noe an offer siready his amendment, and note - \$1,090,958.
(c) This Supplemental Agreement is entitle in modifies the above numbered com	tract as set forth in block 10.		
10. DESCRIPTION OF AMENDMENT/M	ODIFICATION	· ·	•
nes can Carte to Support 77 Additional Vehicle	es from WMATA's Surplus Fis	ut jak	
1. Contractor is to provide labor, meterial, equipment the Peratransit vehicle fleet. These vehicles a spares provided for each, Auditional costs secocial with service tess, Mentor Public Deta Natwork and to operating condition are not included in this Mo 2. This is a PART 1 Modification be the not-to-excurred subject to audit educatroses and will be lines.	ted with the speration of these i Support Services are also inch difficultion. sed amount of \$1,030,956, these is a PART Z Medification.	vehicles, such as Dispatelers, Vehicle Insure unded. Costs for repairs to these vehicles nece s final amount of this Modification is continge. Deven 1 of 2	nce, NEXTEL radios seary to bring them nt upon segotistica
Except as provided hereby all terms and consistents of the	deciment returns out in black &, or by	relative changed, someth unchanged and in full force and NATION/OFFEROR IS NOT REQUIRED 1	O SIGN THES
11. X CONTRACTOR/OFFEROR IS REQUIRE MODIFICATION AND RETURN ORIGINAL COPY TO ISSUING OFFICE.	D TO SIGN THIS LIPO	WASHINGTON METROPOLITAN AREA TRA	
12 NAME OF CONTRACTOR OFFICE	15.	WASHING I CHART ROY OLD AN AND THE	
	.	(Som)
		N James Marie	
(Charatters of purson wathorism) (In a	AT DATE OF THE PARTY OF	OF CONTRACTING OFFICER (Type or print)	17. DATE SIGNED
13. NAME OUD TITLE OF SIGNER (Type or print)	14, DATE MUNED 10. POLICE	Fred M. Pohlmann	5/02/06
Jon Manson, CEO	5.2-06		

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

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 Sudget by WMATA's Board of Directors. Contractor wilk be notified by latter once the balance of funding is available.

\$203,542,817,00

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

Contract Summary:

Award Amount	4 mac/2 (m/2 12 12 2
Executed Modifications	220.000.00
	♦203,762,817.00
Current Value	
This Modification	<u> 1,090,956,00</u>
New Contract Value	\$204,853,773.00
initial Funding for FY'08 incl. Incentive funds (PO 2838)	\$ 24,177,204.50
William Literature Land	\$ 220,000.00
Executed Modifications Current Value	\$ 24,397,204.50
	1.090.956.00
This Modification 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.	
1, AMENDMENT/MODIFICATION	2. EFFECTIVE DATE	(Common block 47)
003, Part 1 (Extension)		(Same as block 17)
3. ISSUED BY CONTRACTS SECTION	4. ADMINISTERED BY (If	other than block 3)
Ted Croushore		
PRMT (Room 3E-01)		
Office of Procurement		<u> </u>
5. CONTRACTOR		6.
NAME AND ADDRESS		(Chuck saly one)
MV Transportation, Inc.		AMENDMENT OF SCREET/ATTION HO.
Attn: Jon Monson, CEO		DATE (See black 7)
Street dly, 360 Campus Lane, Suite 2	וטו,	X MODIFICATION OF CONTRACT/ORDER NO. C05108
Fairfield, CA 94535-1400		
Zip Cose) .		DATE September 22, 2005 (See block #)
7. THIS BLOCK APPLIES ONLY TO A	MENDMENTS OF SOLI	CITATIONS
The shows numbered solicitation is amended :	as set forth in block 10. The h	our and date specified for receipt of Offers Le extended.
ls not extended. Offerors must acknowled	ge receipt of this amendment p	prior to the hour and date specified in the solicization, or as amended,
by one of the following methods; (a) By signin	g and returning	copies of this amendment; (b) by acknowledging receipt of
this amendment on each copy of the offer su	DINING; OF (C) BY SEPAINED RE SKNOWLEDGMENT TO BE R	ther or belogram which includes a reference to the solicitation and ECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND
NATE COUNTED MAY RESULT IN REJECT	TON OF YOUR OFFER. (f. b	ny virtue of this amendment you desire to change an offer already :
entimitted, such change may be made by tologi	ram or letter, provided such tek	egram makes reference to the solicitation and this amendment, and
is received prior to the opening hour and date a	pecified.	
8. ACCOUNTING AND APPROPRIATION Funding approved by the Board on MEAD 99580	N DATA (If required)	19384 108 PR2983, JARC Funds - \$358,108.
FY:07 - \$366,108, PO 2838	(d) introduction	, , , , , , , , , , , , , , , , , , , ,
	TIME STANS OF ACID	TOATTOODESE
9. THIS BLOCK APPLIES ONLY TO MO		IRACIS/ORDERS
(a) X This Change Order is issued pursuant The Changes set forth in block 10 are	to the Changes Cizuse	contract/order.
(b) The above numbered contract/order is	modified to reflect the administ	strative changes (such as changes in paying office, appropriation
rtatz etc.) set forth in block 10.		•
(c) This Supplemental Agreement is enter	ed into pursuant to authority o	·
it modifies the above numbered contra	DE 25 SET TOTTO IN DIOCK I'U.	
10. DESCRIPTION OF AMENDMENT/MO	JIFIGATION	Donation Plant Mayland of automatas about he become diff 6000
	II Actricies motu MWWIV.2	Surplus Fleet (Period of extension shall be January 15, 2007
through June 30, 2007.)		
 Contractor is to provide labor, material, equipment 	int, and all necessary incider	ntals for the continued operation and equipping of 75 vehicles Mobile Data Computers (MDCs) and Digicams with contract-
	s associated with the operati	on of these vericles, such as Dispatchers, vericle histiratics.
victorial maline with service fres. Mentor Public Di	sta Network and Support Se	ryices are also included. Costs for repairs to triese vehicles: }
necessary to bring them to operating condition are	not included in this Modific	ation.
This is a PART 4 Modification extension is in the	not-to-exceed amount of \$36	66,108, the final amount of this Modification 003 is contingent
upon pencilation and subject to audit adjustment a	nd will be finalized in a PAR	T 2 Modmission
MODI	FICATION 003, Part 1, F	age 1 of 2
and the second of the second o		intere changed, rhreshs Unchanged and in full force and effect.
		TRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS
11. X CONTRACTOR/OFFEROR IS REQUIRED T MODIFICATION AND RETURN ORIGINAL		UMENT
COPY TO ISSUING OFFICE.	1.0	
2. NAME OF CONTRACTOR/OFFICE	15. W	ASHINGTON NETROPOLITAN AREA TRANSIT AUTHORITY
T local of applications		
\	,	
\8Y	, B,	Y Signature of Curringolling Officer)
(Bigmings of pargon authorized to sten) 3. NAME AND TITLE OF SIGNER (Type or print) 14	DATE SIGNED TE. NAME C	F CONTRACTING OFFICER (Type of Brief) 17. DATE SQUEE
3 DEMO MAN HITTE OF SIGNEY (13 Me in Neg)	1 // -	4 / / / / / / /
(20 1	11410+1	/ Toposal Scott / 1/12/0/2
		- North Man / 1
	1	/ /

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

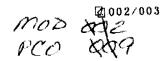
- 3. Funding is not currently available for this Modification beyond the FY'07 amount of \$366,108. The balance of the funding (\$313,666) is contingent upon approval of the FY'07 Budget by WMATA's Board of Directors. Contractor will be notified by letter once the balance of funding is available.
- 5. 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)	\$ 1,448,059.00
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	\$ 1,310,956.00
Current Value	\$ 25,488,160.50
This Modification	\$ 366,108.00
New FY'06/FY'07 Funding Amount	\$ 25,854,268.50

END MODIFICATION 003, Part 1 -----





WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 600 Fifth Street, NW, Washington, DC 20001-2851 AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION	2. EFFECTIVE DAT	(Same as block 17)	
002	(Same as block 17) 4. ADMINISTERED BY (If other than block 3)		
3. ISSUED BY CONTRACTS SECTION	4. ADMINISTERED	BA (II orue) gran piocy 2)	
Cathy P. Rooths			
PRMT (Room 3B-01)			
Office of Procurement		6.	
5. CONTRACTOR NAME AND ADDRESS		(Check only one)	
MV Transportation, Inc.		AMENDMENT OF SOLICITATION NO.	
Attn: Jon Monson, CEO		DATE (See block 7)	
360 Campus Lane, Suite	201	MODIFICATION OF CONTRACT/ORDER NO. CO5108	
(Street, city, county, county, Fairfield, CA 94535-14	00		
state, and Zip Code)	•	DATE September 22, 2005 (See block 9)	
is not extended. Offerors must acknowled by one of the following methods; (a) By sign this amendment on each copy of the offer submitted and the submitted and the submitted, such change may be made by teles is received prior to the opening hour and data	as set for it it block to dge receipt of this ame- ing and returning submitted; or (c) by set ACKNOWLEDGMENT CTION OF YOUR OFF agram or letter, provided e specified.	ndment prior to the hour and date specified in the solicitation, or as amended, copies of this amendment; (b) by acknowledging receipt of parate letter or telegram which includes a reference to the solicitation and TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND ER. If, by virtue of this amendment you desire to change an offer already a such telegram makes reference to the solicitation and this amendment, and	
PR 849 for \$30,000, Operating Funds. PO	2030		
9. THIS BLOCK APPLIES ONLY TO N (a) X This Change Order is issued pursuit	ont to the Chandes Lie	1.85	
(a) X This Change Order is issued pursuing The Changes set forth in block 10 a	are made to the above	numbered contract/order.	
(h) The above numbered contract/orde	r is modified to reflect t	he administrative changes (such as changes in paying office, appropriation	
data, etc.) set forth in block 10. (c) This Supplemental Agreement is experience.	ntered into pursuant to	authority of	
It modifies the above numbered co	ntract as set torth in bid	ock 10.	
10. DESCRIPTION OF AMENDMENT/M	ODIFICATION	- Prottles	
Poor Oce Call Phone Pliot Program for Paratran	alt Service Vehicles		
		ary incidentals to provide for cell phone services from NEXTEL to support phone service, mobile locator navigation, and automated vehicle location	
27 radios, to include the following reactives the [AVL]. Contractor also to provide 40 hands free under MV's subcontract agreement with Battles its inception with renewal to be on a month-to-	headsets, Cell phone Transportation only, month basis.	ary incidentals to provide for call priories, and automated vehicle location shone service, mobile locator nevigation, and automated vehicle location services and headsets are to be provided for all drivers operating vehicles. Total duration of this Pilot Program is approximately foun 4 months from liftication is for full accord and satisfaction of all cost and time issues.	
2. The total amount of this Modification is \$30 associated with PCO 009.	-,-		
***	MODIFICATION	602 Page 1 of 2	
Except as provided herein, all terms and conditions of	the document referenced in t	contractor/offeror is not required and in full force and effect.	
11. X CONTRACTOR/OFFEROR IS REQUIR MODIFICATION AND RETURN ORIGINARY TO ISSUING OFFICE.	RED TO SIGN THIS NAL AND <u>ONE</u>	DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY	
LAL MADE		BY Jun M. (aux	
(Signature of person authorized 8	a sign)	(Signature of Contracting Officer) 18. NAME OF CONTRACTING OFFICER (Type or print) 17. DATE SIGNED	
13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED		
KIRK WILKE PRESIDENT	4/18/04	Fred M. Pohlmann 04/18/86	



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

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT	MODIFICATION	2. EFFECTIVE	DATE		
001, Part	1	(Same as block 17)			
3. ISSUED BY CO	ONTRACTS SECTION	4. ADMINISTER	ED BY (If other t	han block 3)	
Cathy P.	Rooths				
PRMT (Ro	om 3B-01)				
Office of	Procurement				
5. CONTRACTO				6. (Check only one)	
NAME AND ADDR	Transportation, Inc.			AMENDMENT OF SOLICITATION NO.	•,
	: Jon Monson, CEO				
260	Campus Lane, Suite	201		DATE	
(011001)	field, CA 94535-14			MODIFICATION OF CONTRACT/ORDER NO	o. C05108
state, and Zip Code)	ielu, CA 94555-1-	FO O		DATE September 22, 200	5 (See block 9)
The above n is not ex by one of the this amendment DATE SPEC submitted, si	tended. Offerors must acknowle following methods; (a) By signation and each copy of the offers numbers. FAILURE OF YOUR SIFIED MAY RESULT IN REJE	d as set forth in block edge receipt of this and ning and returning submitted; or (c) by ACKNOWLEDGMEN CTION OF YOUR O egram or letter, provide	c 10. The hour a mendment prior to separate letter of the TO BE RECE FFER. If, by virite to the total of t		owledging receipt of the solicitation and TO THE HOUR AND nge an offer already
Funding appr	ING AND APPROPRIATI oved by the GM/CEO on MEA 199,000, Operating Funds.	ON DATA (If red D 99189 on 12/19/	luired) 05 in the amour	at of \$199,000.	
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) x 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 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 COS. David G. David A. J. C.					
11. X CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN ORIGINAL AND ONE COPY TO ISSUING OFFICE. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT					
12. NAME OF CON	12. NAME OF CONTRACTOR/OFFICE 15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY			NSIT AUTHORITY	
4				(x,m)	
BY Prof 1 Accounts					
13. NAME AND TIT	(Signature of person authorized to a LE OF SIGNER (Type or print)	14. DATE SIGNED	16. NAME OF	(Signature of Contracting Officer) CONTRACTING OFFICER (Type or print)	17. DATE SIGNED
To	20.2.15.2-1	.,			- [
PRESIE	250C	04/05/06		Fred M. Pohlmann	03/21/06

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:

Award Amount	\$203,542,817.00
Executed Modifications	\$ 0.00
Current Value	\$203,542,817.00
This Modification	\$ <u>190,000.00</u>
New Contract Value	\$203,732,817.00
Initial Funding for FY'06 incl. Incentive funds (PO 2838)	\$ 24,177,204.50
This Modification	\$ 190,000. <u>00</u>
New FY'06 Funding Amount	\$ 24,367,204.50

----- 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 startup 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 I" 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 I" 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