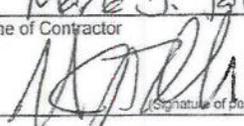
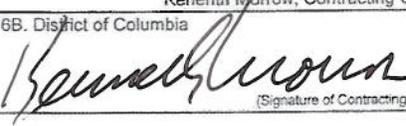


<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number POKV-2006-C-0064	Page of Pages 1   4
2. Amendment/Modification Number M014	3. Effective Date See block 16C	4. Requisition/Purchase Request No.		5. Solicitation Caption
6. Issued By: OFFICE OF CONTRACTING AND PROCUREMENT IT Commodity Group 441 4TH STREET NW., SUITE 700 SOUTH WASHINGTON, DC 20001		Code	7. Administered By (if other than line 6) DEPARTMENT OF MOTOR VEHICLES 96 M Street, SW Washington, DC 20001	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) ACS State and Local Solutions, Inc 1800 M Street N.W. Washington, DC 20036			9A. Amendment of Solicitation No.	
			9B. Dated (See Item 11)	
			10A. Modification of Contract/Order No. X POKV-2006-C-0064. Ticket Processing	
			10B. Dated (See Item 13) 3-Jan-07	
Code	Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers 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 completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS 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 letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to: Standard Contract Provision 19. Changes The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
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 item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
X C. This supplemental agreement is entered into pursuant to authority of: Modification to extend the contract period of performance for one (1) month				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
<p>The District's Ticket Processing contract POKV-2006-C-0064 is hereby modified to extend the term of the contract from January 3, 2011 through February 2, 2011 at a cost of \$742,423 (See attached Section B for pricing details).</p> <p>All other terms and conditions remain unchanged.</p>				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print) Mark J. Tolber			16A. Name of Contracting Officer Kenneth Morrow, Contracting Officer	
15B. Name of Contractor 		15C. Date Signed 12/29/10	16B. District of Columbia 	
(Signature of person authorized to sign)			(Signature of Contracting Officer)	
			16C. Date Signed 12-30-10	

**SECTION B - SUPPLIES OR SERVICE AND PRICE**

**B.1** The Government of the District of Columbia, through the Office of Contracting and Procurement, on behalf of the Department of Motor Vehicles (DMV) (the District) hereby seeks to extend the current Ticket Processing contract (POKV-2006-C-0064) with ACS State and Local Solutions to provide ticket processing and related services.

**B.2** This is a requirements contract for a one (1) month period with payment based on firm fixed prices and with a cost reimbursement component for approved expenses associated with the contract, as set forth in Section B.4 of the Contract.

**B.3 PRICE SCHEDULE – REQUIREMENTS**

**B.3.1 Period of Performance: January 3, 2011 through February 2, 2011**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 1001	Tickets Processed - updated to the database (§ C.3.1)	\$2.36 per ticket	First 100,000/ month	\$236,000
1001AA	Void and Warning Tickets (§ C.3.4.1 & C.4.2.4.1.3	\$2.00 per ticket	17,500/ month	\$35,000
CLIN 1002	Tickets Processed - updated to the database (§ C.3.1)	\$2.23 per ticket	100,001+/ month	\$227,006
CLIN 1003	Reimbursable Ceiling (§ B.4)			\$244,417
Grand Total for B.3.1				\$742,423

#### B.4 Cost Reimbursable Component

The District shall reimburse the Contractor for the following direct costs:

1. Postage for mailing notices, excluding collection notices (not to exceed \$72,917 per month);
2. Fees charged by state motor vehicle agencies for names and addresses of out-of-state violators, excluding fees to obtain names and addresses relative to any ticket assigned to the Contractor for delinquent collections (not to exceed \$20,833 per month);
3. Costs for radio communications airtime to support mobile data computer interface with the ticket system, including MDT's computer interface used by Boot Crews, ROSA and other DPW equipment and not provided or supported elsewhere in this contract (not to exceed \$1,500 per month);
4. Supplemental workstations, scanners, check verifiers, and printers requested in writing by the Contracting Officer's Technical Representative (not to exceed \$3,750 per month);
5. Network cabling for workstation connectivity at existing or additional sites, if requested in writing by the Contracting Officer's Technical Representative (not to exceed \$1,667 per month);
6. Procurement of automated ticket stock (not to exceed \$2,083 per month);  
and
7. Credit Card transactions (not to exceed \$141,667 per month);

B.4.1 Total cost reimbursement ceiling for the allowable costs identified in this section shall not exceed \$244,417 per month. The cost for performing the allowable services or procurements shall not exceed the cost reimbursement ceiling. The Contractor shall notify the Contracting Officer's Technical Representative, in writing, whenever it has reason to believe that the total cost for reimbursable expenditures will be greater than the ceiling.

B.4.2 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling and the Contractor is not obligated to continue performance of services or procurements subject to cost reimbursement that are in excess of the contract reimbursement ceiling until the Contracting Officer notifies the Contractor, in writing, that the estimated cost has been increased and provides a revised cost reimbursement ceiling.

B.4.3 If any cost reimbursement ceiling is increased, any costs the Contractor incurs

before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

B.4.4 A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling unless the change order specifically increases the cost reimbursement ceiling.

B.4.5 At any time or times before final payment and two years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayments and underpayments.