

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 16-345-RFP**

AMENDMENT NUMBER 5

This Amendment Number 5 (“Amendment”) is made on the date of execution of the Amendment by the County, and amends Agreement Number 16-345-RFP (hereinafter referred to as “Exhibit A”), between Motivate International, Inc., 220 36th St, Suite 3A, Brooklyn, NY 11232 (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

Whereas the County and the Contractor desire to amend Attachment A, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend Attachment A as follows:

I. THE FOLLOWING DEFINITION FROM SECTION 1 IS REPLACED WITH:

Casual Member means a person who has purchased a single trip, 24-hour, or 3-day membership.

II. SECTION EE IS REPLACED IN ITS ENTIRETY WITH THE FOLLOWING LANGUAGE:

EE. Mobile Applications and App-based Fare Sales

The Contractor may promote Capital Bikeshare and sell the various Membership Types through a Capital Bikeshare-branded mobile application and other mobile applications (collectively “Mobile Apps” or individually “Mobile App”).

The following membership types may be sold via a Capital Bikeshare-branded Mobile App:

- Single Trip
- 24-Hour
- 3-Day
- 30-Day
- Annual
- Annual with monthly installments

The following membership types may be sold via other Mobile Apps:

- Single Trip
- 24-Hour
- 3-Day

Mobile App-based fare sales are authorized by this Contract only for rentals starting at Stations located within the County.

The Contractor shall not charge Members (other than the fees and taxes applicable for use of the System through other platforms) or the County (other than the Operation & Maintenance fees set forth in Exhibit B – Pricing Schedule) for provision or use of Mobile Apps under this section.

If the Contractor were to desire to charge the County a fee for non-Capital Bikeshare-branded Mobile App fare sales to begin after December 31, 2019, it shall submit a written proposal, for County approval, at least sixty (60) days before it wishes the fee to be in effect.

Advertising and sponsorships may not be placed on a Capital Bikeshare-branded Mobile App without the County's approval.

Notwithstanding anything to the contrary herein, the Contractor does not convey to the County, nor does the County obtain, any right or title to a Capital Bikeshare-branded Mobile App that is provided by the Contractor and which shall remain the sole intellectual property of the Contractor.

The County may request the Contractor cease sales of Casual Member Membership Types on non-Capital Bikeshare-branded Mobile Apps with at least a fourteen (14)-day advance notice.

All other terms and conditions of the Main Agreement, as amended, shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

MOTIVATE INTERNATIONAL, INC.

SIGNED

BY: 

SIGNED

BY: 

Igor Scherbakov, Procurement Officer

PRINT NAME SHARON LEWIS

AND TITLE: PURCHASING AGENT

PRINT NAME

AND TITLE: Liam O'Connor
CPO

DATE: 2/26/2019

DATE: Feb 25, 2019

for