NOTICE OF CONTRACT AMENDMENT

TO: THE DESTINATION SALES & MARKETING GROUP, LTD
20575 QUARTERPATH TRACE CIRCLE
STERLING, VA 20165

DATE ISSUED: JULY 1, 2013
CONTRACT NO: 533-12
AMENDMENT NO.: 1

THIS IS A NOTICE OF CONTRACT AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The above referenced contract is amended as follows:

1) Refer to Amendment Number 1 to Agreement No. 533-12

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

<table>
<thead>
<tr>
<th>VENDOR CONTACT:</th>
<th>LOIS DEMEESTER</th>
<th>VENDOR PHONE:</th>
<th>703-404-1913</th>
</tr>
</thead>
<tbody>
<tr>
<td>VENDOR PAYMENT TERMS:</td>
<td>NET 30 DAYS</td>
<td>VENDOR FAX:</td>
<td>703-404-1913</td>
</tr>
<tr>
<td></td>
<td></td>
<td>VENDOR EMAIL:</td>
<td><a href="mailto:ldemeeester@transpartners.com">ldemeeester@transpartners.com</a></td>
</tr>
<tr>
<td>COUNTY CONTACT:</td>
<td>CHRIS HAMILTON</td>
<td>COUNTY TEL. NO.:</td>
<td>703-228-3725</td>
</tr>
<tr>
<td></td>
<td></td>
<td>COUNTY EMAIL:</td>
<td><a href="mailto:chamilton@arlingtonva.us">chamilton@arlingtonva.us</a></td>
</tr>
</tbody>
</table>

CONTRACT AUTHORIZATION

[Signature]
Elizabeth Dooley, CPPO, CPPA
Assistant Purchasing Agent

DATE: 7/8/13

DISTRIBUTION

| VENDOR: | 1 |
| BID FOLDER: | 2 |
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 202-07

AMENDMENT NUMBER 1

CURRENT REFERENCE NO. 533-12

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 202-07 dated September 7, 2007 ("Main Agreement") and made between Destination Sales and Marketing Group, Ltd., 20575 Quarterpath Trace Circle, Potomac Falls, VA 20165 ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

In addition to the work and payment called for under the Main Agreement, the Contractor agrees to perform the new work called for under this Amendment in return for the payment called for in this Amendment.

SCOPE OF WORK FOR THE ADDITIONAL SERVICES COVERED BY THIS AMENDMENT NO. 1 IS ATTACHED HERETO AS AMENDMENT TO EXHIBIT A.

AMENDMENT AMOUNT
The County will pay the Contractor one hundred dollars ($100.00) per hour, payable to the Contractor in the same manner as set forth in the Main Agreement. The total payment for the Contractor’s completion of all the work described and required in this Amendment and successful completion of this project shall not exceed $500,000.00. Hours will be invoiced per iteration cycle, upon certification of work completed as defined in Work Plan.

Reimbursable project related expenses including hosting, travel, training events (meals, venue) shall not exceed $75,000. All expenses shall be presented to the County at cost and shall be supported by an original receipt.

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

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED BY: ________________________
PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 5/1/13

DESTINATION SALES & MARKETING, LTD.

SIGNED BY: ________________________
PRINT NAME: Luis R. DeMeester
AND TITLE: AGENT
DATE: 6/24/2013

Agreement No. 202-07
Amendment No. 1
AGREEMENT NO. 202-07

AMENDMENT to EXHIBIT A

SCOPE OF WORK

ADDITIONAL SERVICES COVERED BY THIS AMENDMENT NO. 1

Technology Services and Products for Employers/Employees/Developers/Property Managers and Visitors

In FY13 Arlington County Commuter Services (ACCS) received a multi-year Demonstration Grant from the Virginia Department of Rail and Public Transportation (DRPT) for a “Transit Tech Initiative” project. The purpose of this project is to leverage the work performed by ACCS by providing better technology based tools that make it easier for people to choose to travel by transit, biking, walking and shared ride alternatives to driving alone.

The tasks covered under this amendment both support and expand the tasks performed by the Contractor under the Scope of Work for the Main Agreement. Specifically, the Commute Planner and Visualizer (CPV) tasks defined in this amendment directly integrate with and automate the Contractor’s responsibilities for the transit outreach services to both employers and the public outreach contexts in the Main Agreement.

a) Under the existing ATP programs entitled “Employer Services Sales,” “Employer Support,” “Services for Developers/Property Managers,” “Residential Services” and “Visitor Services”, the Contractor is responsible for collecting data in a variety of manual steps.

As part of the additional services required under this Amendment, the Contractor shall develop an open source software platform that automates the entire process and has the capacity for generating commute plans. The Contractor’s services shall also be available to the regional transport operators to the extent that data was submitted by them in the format requested.

b) In conjunction with the workplace commute planning software the Contractor shall develop a public facing portal and visualization interface that allows anyone to interactively explore commuting options. This component of the project shall extend the Contractor’s community engagement and information dissemination mission. The Contractor shall create an open source software platform that shall operate under the existing ACCS brand of services.

In support of tasks a) and b) the Contractor shall create a Transport Data Clearinghouse that shall facilitate the collection and maintenance of the open transport data sets powering the Commute Planner Visualization platform. This is an expansion of the Contractor’s current scope of work, however, it dove-tails with the current advocacy mission of improving open access to transport data in freely available formats based on open standards. The Contractor shall as part of the Mobility Lab operating lead a region-wide data collection and coordination efforts.

SOFTWARE DEVELOPMENT
The software development work shall result in two projects:
Transit Data Clearinghouse (TDC)
The Contractor shall develop a web-based service for the collection and distribution of scheduled transit data sets in the General Transit Feed Specification (GTFS) format. TDC shall allow transit operators to create and manage the distribution of transit data, including communicating the availability of updates and changes to existing data, and shall be managed by the Contractor. Following termination or expiration of this Contract, the management of TDC will be transferred to the County.

Commute Planner and Visualizer (CPV)
The Contractor shall carry out the design, development and deployment of web-based “commute planner” software. The software will support the existing transportation demand management goals of ACCS. The software will provide a web-based tool for comparison of daily commutes via public transit, walking, biking and driving.

The software shall complement the commuter information services currently offered by ACCS, allowing the automated generation of personalized commuter guides by Commuter Stores and Commuter Information Center (CIC) staff. Additionally, the software shall provide a public web-based interface to allow Customers to explore and visualize transportation options and to pre-plan their trips.

The Contractor shall develop software that supports modern (HTML5 compliant) web browsers, in compliance ADA regulations, specifically Section 508. The software shall provide a responsive design that supports HTML5-compliant mobile web browsers to the extent allowed by the mobile platforms. The software shall be designed to support future developments of native mobile applications.

WORK PLAN
The software development shall consist of 4,500 hours of software design, development, testing, deployment, and training services.

Software development shall be broken into at least ten (10) development iterations or phases, roughly six (6) weeks in duration each (hour and staff allocations per iteration are defined in Table 1). At the beginning of each phase, the Contractor shall submit a development plan covering the functionality to be completed during that period. The content of the plan shall be developed in collaboration with and shall be approved by the County Project Officer. At the completion of each phase the resulting software shall be made available to the Project Officer and ACCS Team for testing and review. Feedback from the completed iteration shall be incorporated into subsequent iteration plans. The County Project Officer will be responsible for the final approval of all iteration plans and testing of output at the conclusion of each iteration.

Table 1: Budgeted development hours by iteration

<table>
<thead>
<tr>
<th>Project</th>
<th>Iteration 1</th>
<th>Iteration 2</th>
<th>Iteration 3</th>
<th>Iteration 4</th>
<th>Iterations 5-10</th>
<th>Testing, Deployment &amp; Training</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPV</td>
<td>200</td>
<td>350</td>
<td>350</td>
<td>350</td>
<td>375</td>
<td>375</td>
<td>3,875</td>
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Agreement No. 202-07
Amendment No. 1
The schedule of hours in Table 1 is a preliminary allocation of time between tasks and over the course of the project lifecycle. The exact schedule will be determined based on the project work plan, approved by the County Project Officer. Further refinements may be made based on the feedback from the County Project Officer and users at the conclusion of each iteration.

Each iteration shall consist of drafting plan for work, approval of the work plan by the County Project Officer, development phase, collecting user feedback and incorporation of those into the iteration (user feedback shall be managed by the contractor under the direction of the County Project Officer). Review and approval of the iteration schedule will be subject to the County Project Officer’s approval.

Iteration schedule (consisting of ten (10) development iterations and a testing, deployment and training period) are shared across both the Transit Data Clearinghouse and Commute Planner and Visualizer tasks. As described above, the iteration schedule and progression will be defined by the County Project Office; however the tasks are expected to progress as follows:

**Transit Data Clearinghouse**

*Iteration 1*: Conduct outreach to area transit operators to inventory data availability and current publishing methods and policy. Draft project work plan and first iteration wireframes to be approved by the County Project Officer.

*Iteration 2*: Develop complete wireframes and initial prototype.

*Iteration 3*: Develop beta version and circulate for internal testing.

*Iteration 4*: Finalize beta version.

*Iteration 5-10*: Provide training and support for users of the clearinghouse.

**Commute Planner and Visualizer**

*Iteration 1*: Conduct outreach to Transportation Demand Management (TDM) stakeholders both at ACCS and other regional governments regarding current tools, methods and opportunities for improvement. Draft project work plan, to be approved by the County Project Officer.

*Iteration 2-4*: Develop prototype TDM tools for internal use (to complement existing workflow). In parallel prototype visualization interfaces and planning of public facing tools.

*Iteration 5-10*: Develop public visualization tools and finalize TDM tools.

The iteration schedule will be informed by specific work plans to be developed as the projects progress, and by feedback generated from user interviews and testing.

**Coverage Area and Data Availability**

The Contractor shall provide outreach support to all transport operators within the Metropolitan Washington Council of Governments (MWCOG) region and request the General Transit Feed Specification (GTFS) data sets to be published via the Transit Data Clearinghouse and required to support the Commute Planner and Visualizer software. Transit operators without existing GTFS data feeds will be
able to use the editor portion of the TDC to create and maintain the data.

The Contractor shall use the OpenStreetMap data set for road network, pedestrian and bike infrastructure to prepare the open source software.

The Contractor is not responsible for guaranteeing or maintaining the data sets used as inputs, however, the contractor shall provide tools and training (as defined in TRAINING) to instruct users on how to create and maintain data inputs.

Given the multi-jurisdictional nature of this project (VA, MD and DC) transport operators and commuters it is not possible to compel participation, however, the Contractor shall be responsible for publicity efforts to encourage wider participation. Throughout the project the Contractor shall work with ACCS and DRPT under the direction of the County Project Officer to develop incentives and outreach plans to maximize involvement.

TESTING
At the conclusion of any iteration cycle the software developed shall be delivered for testing and user feedback. The County Project Officer will be responsible for certifying the testing results. Additionally, under the direction of the County Project Officer the contractor shall facilitate user testing and solicit feedback throughout the project by engaging project stakeholders.

TRAINING
Under the direction of the County Project Officer, the Contractor shall schedule and provide Four (4) full days (thirty two (32) hours total) training to the participating local governments and transit operators representatives in the MWCOG region. The training shall cover concepts of operation, use and maintenance of transit data clearinghouse and commute planning software, and other relevant topics. Follow up questions shall be handled by email during the Contract Term. The Contractor shall be responsible for all associated logistics, including but not limited to the training room set up, and preparation and distribution of training handouts and material. The County will be responsible for selection of the training site.

If required by the County, additional hands-on trainings will be authorized through the issuance of a dually executed Amendment.

DOCUMENTATION
The Contractor shall submit end-user documentation that describes the use of the software. The documentation, provided as an electronic manual bundled with the software, will cover all functionality specified as part of the iterative development process. The County Project Officer will be responsible for approving the documentation. The documentation shall be submitted to the County sixty (60) days following final testing of the developed software.

The County Project Officer will review the document and the developed software to test that the documentation reflects the developed software’s functionality accurately. The contractor shall be responsible for resolving all non-compliance issues at no additional costs to the County.

HOSTING
The Contractor shall ensure that the developed software can be hosted on any server that supports Java Servlets and the Postgres/PostGIS database.

The Contractor shall host the software for ninety (90) days after the delivery of the software. The Agreement No. 202-07
Amendment No. 1
Contractor shall provide recommendations and support for long-term deployment of the software at discretion of the County’s Project Manager.

The Contractor shall research and review various hosting services providers and prepare a recommendation for the most suitable hosting service provider to the County. Once the hosting service provider is selected and an agreement is secured, the Contractor shall be fully responsible for the logistics hosting service transfer and follow up troubleshooting and accessibility functions of the software.

The hosting charges shall be at cost. The Contractor shall invoice the County for the fees associated with the hosting costs, original receipt from the hosting company shall accompany the invoices. If hosting is requested beyond 90 days the contractor will provide by passing through hosting expenses and invoicing time at an hourly rate of $100, with a minimum of 10 hours of support per month. At the direction of the County Project Officer, hosting and support costs can be drawn from remaining project funds as budget allows.

SOFTWARE LICENSE
The Contractor shall ensure that all software developed and utilized under this project are covered by an appropriate open source license. The contractor shall ensure that all software developed under this project can be used freely, without need for securing licenses from the Contractor or other entities. The license employed for this software allows the recipient the right to re-use and adapt the software as desired, in perpetuity without the need to secure an additional license.

The Contractor shall coordinate the software development using a public Github.com repository and all the developed codes shall be checked-in and released at the conclusion of each development iteration cycle. The Contractor will utilize the GNU Lesser General Public License v3.0 (LGPLv3), GNU General Public License 2.0, or the Apache License v2.0 for all software developed under this project.

Upon deployment of the software to a hosting server for public access, the Contractor shall transfer all the documentation, manual, technical date and other information related to the source code to the County.

WARRANTY
The Contractor warrants for a period of one hundred and twenty (120) days following delivery of the Software that the Software shall perform in accordance with the Documentation. The Contractor shall address all defects and correct all noted deficiencies during this period to ensure that the product performs for the intended use.