

BIKE SHARE SERVICES AGREEMENT

TECHNOLOGIES BEWEGEN, INC. doing business as Bewegen Technologies Inc.

Citywide Bike Share Program [Federal Aid Project No. CML-5058(098)]

On this _____ day of _____, 20____, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and **Technologies Bewegen Inc., a Quebec, Canada company authorized to do business in California, doing business as Bewegen Technologies, Inc.** a ("Contractor"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Citywide Bike Share Program ("the Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the following Contract Documents: City of Riverside Public Works Department Request for Proposals for Citywide Bike Share Program, dated May, 2017, including Addendum No. 1 issued June 1, 2017 ("**RFP 1593**"), the General Conditions and Technical Specifications contained therein, the Scope of Services attached hereto as Exhibit "A" and incorporated herein by this reference, this Agreement and all other documents, maps, texts and items referred to in the foregoing documents. These Contract Documents are incorporated herein by this reference and are intended to be correlative and constitute Contractor's performance obligations. The specific terms and conditions of this Agreement shall control and have precedence over any contradictory or inconsistent terms and conditions included in the other Contract Documents and shall be controlling in questions of interpretation.

2. **Term.** This Agreement shall be in effect from the date first written above through October 31, 2020, unless otherwise terminated pursuant to the provisions herein. At the option of the City, the term may be extended for additional one (1) year periods, not to exceed a total of five (5) additional years, based upon acceptable performance by the Contractor and acceptable fees and subject to the same conditions of this Agreement. All such extensions/amendments shall be made in writing and approved by the parties. The City Manager or his designee is authorized on behalf of the City to execute any amendment subject to budgeted funds. Extensions requiring a supplemental appropriation shall be approved by City Council.

3. **Compensation.**

3.1 City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed **Two Hundred Sixty Three Thousand Nine Hundred Four Dollars (\$263,904)** unless an increase is agreed to by the parties. The total price paid to Contractor will include compensation for all work and deliverables, including travel and equipment as described in Exhibit "B" attached hereto and incorporated herein. No additional compensation will be paid to Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between Contractor and City. Adjustment in the total compensation will not be effective until authorized by contract

amendment and approved by City.

3.2 Progress payments may be made monthly in arrears based on the percentage of work completed by Contractor. If Contractor fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, City shall have the right to delay payment or terminate this Contract in accordance with the provisions of section 12.

3.3 Contractor shall not commence performance of work or services until this contract has been approved by City and notification to proceed has been issued by City's Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

3.4 Contractor will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by City's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Contractor is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the cost proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due City that include any equipment purchased under the provisions of this contract. The final invoice should be submitted within 60-calendar days after completion of Contractor's work.

3.5 Five percent (5%) of each invoice amount shall be retained by the City to ensure final installation and launch of the Citywide Bikeshare Program. Within sixty (60) days after City accepts final installation and launch of the Citywide Bikeshare Program and receipt of Contractor's final invoice, City shall pay Contractor the amounts City deducted and retained from Contractor's progress payments, except such sums which are required by applicable law or authorized by the Contract to be further retained.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City,

City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. Any subcontractors performing any services for Contractor shall be properly licensed to perform such services. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

Any subcontract entered into as a result of this Contract shall contain all of the following provisions: "The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants."

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. **Insurance.**

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code

of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$5,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following

provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

11.3.5 Subcontractors' Insurance. Contractor shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, Builder's Risk Installation Floater, and Automobile liability. Upon City's request, Contractor shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

12. Termination. City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.

- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the security services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, Contractor and all subcontractors are required to pay the higher of federally established prevailing wage rates or California general prevailing wage rates of per diem wages and overtime and holiday wages determined by the U.S. Department of Labor in General Wage Decision No. CA 170036 as modified or by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing rates is available on-line at

www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates ascertained, determined and specified in both of those documents are referred to and made a part hereof as though fully set forth herein. Per Senate Bill 854 (2014), Contactor and subcontractors shall register with the Department of Industrial Relations (DIR) in order to bid and perform public works projects. Contractors and subcontractors on all public works projects shall submit electronic certified payrolls to the Labor Commissioner and City unless excused from this requirement.

Contractor is aware of and stipulates that Contractor will also comply with the following sections of the California Labor Code:

- a. Section 1775 prescribing sanctions for failure to pay prevailing wage rates;
- b. Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;
- c. Section 1777.5 prescribing the terms and conditions for employing registered apprentices;
- d. Section 1810 providing that eight hours of labor shall be a day's work; and
- e. Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks.
- f. Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

**Public Works Department
City of Riverside
Attn: Public Works Director
3900 Main Street
Riverside, CA 92522**

To Contractor

**Bewegen Technologies, Inc.
Attn: Alain Ayotte
9095 25th Avenue
St-Georges, Quebec
Canada G6A 1A1**

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

26. **Sponsorships.**

26.1. **Sponsorship Sales.** Contractor has the right to obtain sponsorships (each a "Sponsorship") for any aspects of the Services during the Term, including but not limited to naming rights. Sponsorship shall be a monetary amount and not in-kind services. All revenue derived from a Sponsorship ("Sponsorship Revenue") shall be used toward the acquisition, launch, marketing, and operation of the Citywide Bike Share Program.

26.2. **City Approval.** In all instances, the City has the right to approve any prospective Sponsorships in advance solely to ensure the content will be general public appropriate, such approval not to be unreasonably conditioned, withheld or delayed and, in all circumstances, a response will be provided to Contractor in writing within fifteen (15) business days of Contractor's submission to City for approval. The following types of third parties shall not be eligible to participate in the sponsorship program: any business or organization that restricts membership or access based upon any category protected under state or federal law and/or any business or organization that is not legally open to, or may not legally sell its products or provide its services to persons of all ages.

26.3. **Signage.** Any signs to be installed in connection with a Sponsorship shall be subject to the prior written approval of City and shall be installed by a sign contractor approved by City. All signs shall comply with the Riverside Municipal Code. Contractor shall pay for all sign costs, including installation costs, permits and costs to repair any equipment or City property resulting from the installation or removal of such sign. All such costs shall be offset from Sponsorship Revenue.

26.4. Long Term Sponsorships. Unless otherwise agreed in writing by City and Contractor, no Sponsorship shall have a term expiring after expiration of this Agreement. Any Sponsorship that City and Contractor agree will expire after expiration of this Agreement will include a provision providing that the Sponsorship will be assigned to City upon expiration of this Agreement and a provision releasing Contractor from all obligations related to the Sponsorship upon such assignment.

27. **Federal Records.** Contractor shall maintain all books, documents, papers and records of Contractor's operations and financial activities directly pertinent to the contract in accordance with the requirements of the Federal granting agency and the regulations promulgated by or for it. Such books, documents, papers and records shall be open for inspection, audit, examination, excerpt and transcription by the authorized representatives of City, the Federal granting agency and the Controller General of the United States during regular working hours. Contractor shall keep and maintain said books, documents, papers and records for at least three years after the City makes final payments pursuant to this Agreement and all other pending matters are closed or such greater period of time as may be required by the Federal granting agency.

28. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" – Scope of Services

Exhibit "B" – Compensation

Exhibit "C" – Key Personnel


[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

TECHNOLOGIES BEWEGEN, INC., a
Quebec, Canada corporation authorized to
do business in California, doing business as
BEWEGEN TECHNOLOGIES, INC.

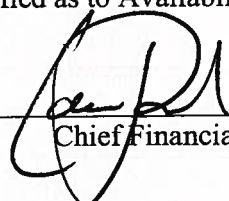
By: _____
City Manager

By: 
ALAIN AYOTTE
[Printed Name]

Attest: _____
City Clerk

CEO
[Title]


Certified as to Availability of Funds

By: 
Chief Financial Officer

By: _____
[Printed Name]

[Title]

Approved as to Form:

By: 
Deputy City Attorney
Ruthann M. Elder

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EXHIBIT “A”

SCOPE OF SERVICES

Docking Stations

Bewegen Station – Overview of 10 Key Features

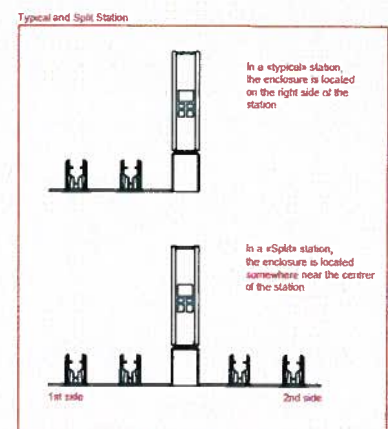
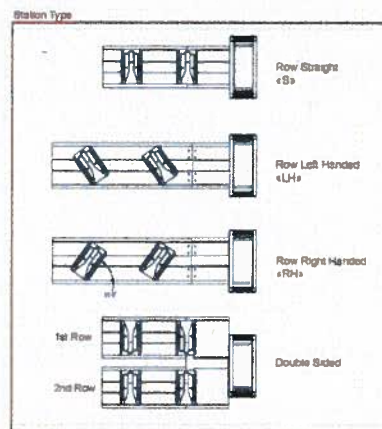
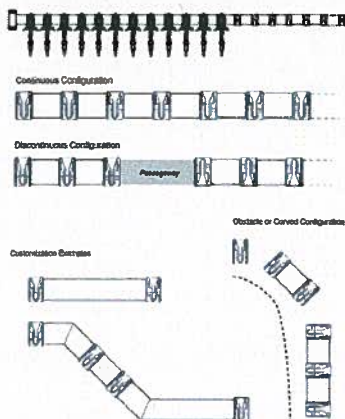
Feature #	Description	Availability
1.	④ All-season outdoor use, rust-proof, resistant to scratches, graffiti, corrosion, and salt.	☑
2.	④ Two locks secure automatically into place when placed in docking point, locking mechanism exceeds industry standards for theft and vandalism security.	☑
3.	④ Highly secure payment hardware and software, compliant with the Payment Card Industry Data Security Standards (PCI-DSS), issues membership cards directly to users.	☑
4.	④ Payment kiosks include 12-inch color touch screen and user-friendly interface with functionality for live-updated system map, reporting issues, basic system information, etc.	☑
5.	④ Bicycles can be returned to a full station by creating a virtual station allowing the user to dock their bicycle using the secondary lock and kickstand.	☑
6.	④ System operator can make bicycles unavailable for use remotely using the back office technology, ideal for emergency situations (e.g. weather storm) or maintenance requirements.	☑
7.	④ Option to power the station through (1) connection to electrical grid or (2) Bewegen's advanced solar power technology, including option for solar canopy.	☑
8.	④ Clear and prominent space for backlit advertising, system map, individual station naming, branding, safety tips and customer service contact information.	☑
9.	④ Constant communication with back office provides up-to-date dock & bicycle availability, battery level information, and maintenance needs.	☑
10.	④ Comprehensive warranty covering design and manufacturing defects for 5 years. ④ System designed to last far beyond its warranty coverage period (over 10 years).	☑



Modular & Responsive Station Design

Bewegen station solution prioritizes **adaptability** and **flexibility**. The stations require minimal anchoring, making them easy to install, remove, and reconfigure. The lightweight design of our Smart Rail technology eliminates the need for large vehicles for installation. The anchor system is thin and can be assembled onsite, with the kiosks and docks being mounted directly to the Smart Rail. This provides additional flexibility by eliminating requirements for excavation or trenching work.

Bewegen's Smart Rail technology can be configured in a variety of manners that respond to the needs of each location. Stations can be configured continuously, discontinuously, curved, or customized. Individual docking points can be straight facing, double sided, right-oriented or left-oriented. Enclosures can be placed between docking points or on the ends.

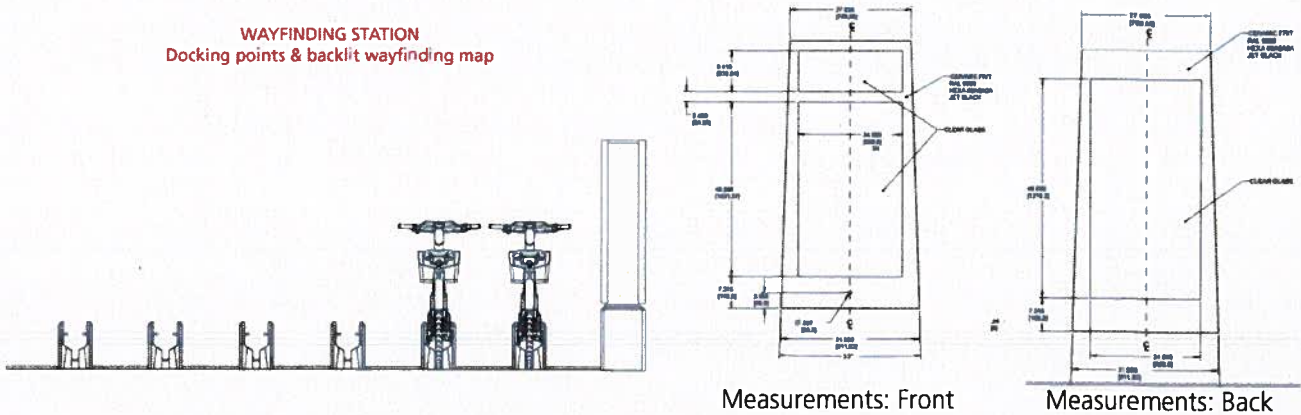


Bewegen confirms that station locations shall be subject to the City of Riverside's approval. Bewegen's urban planning team will perform a full station siting. Bewegen is fully prepared to install our advanced stations in the initial implementation zone that will connect the University of California Riverside, Metrolink Station, and Downtown Riverside.

Proposed Station Equipment

Bewegen is proposing the City of Riverside a bike share system with 4 high quality wayfinding stations. The wayfinding panels are backlit, ensuring that users of the system have complete access to system information. The wayfinding maps can be customized to display other bike share stations, local bicycle paths & trails, points of interest for tourists, public transit connections, and more.

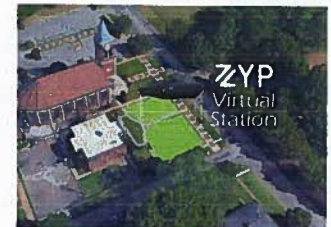
WAYFINDING STATION
Docking points & backlit wayfinding map



Virtual Station Technology

To increase the service area of Riverside's bike share system, Bewegen is offering the City of Riverside additional station support using virtual stations

Bewegen's virtual station technology creates geo-fenced areas that are GPS designated. Users simply dock the bicycles within the marked region using the secondary lock and double-sided kickstand. Bewegen will include **any number** of virtual stations desired by the City. Virtual stations are included by our urban planning team in the station siting process, and they will be clearly marked by physical indicators.



In addition, Bewegen can also designate **free-floating station** zones for college campuses, shopping districts, employment centers, and more. Users would have the freedom to dock their bicycle within these zones during certain periods (e.g. 9AM – 5PM). The free-floating zones would be included in the redistribution cycle, thereby ensuring a system that provides greater bike share coverage while maintaining proper system orderliness & organization. **Any number** of free-floating areas will be established at the request of the client.



The system operator can use Bewegen's back office platform to create a **temporary virtual station** within seconds. This functionality is ideal for special events or other activities that require additional bike share support.

VIRTUAL STATION
Dock bicycle within marked region

FREE FLOATING STATION
Dock bicycle freely within region

TEMPORARY VIRTUAL STATION
Ideal for special events



Proposed Equipment Summary

Equipment	Description	# Proposed
Pedelec Smart Bike	④ Most advanced Pedelec Smart Bike available	40
Wayfinding Station	④ Charging docks & wayfinding panel backlit on both sides	4
Virtual Station	④ GPS designated, clearly marked by physical indicators	<u>Any number requested</u>
Free-Floating Station	④ Dock bicycle freely within region during designated period	<u>Any number requested</u>
Temporary Virtual Station	④ Temporary station created within seconds for special events	Unlimited

User Experience

Bewegen's system has been designed to allow bicycles to be removed from and replaced at stations throughout the network by both subscribers and walk-up renters. Our system **prioritizes user-friendliness**, ensuring that every person can seamlessly access our advanced bicycles as quickly as possible. Users can register for the program, submit payment, and execute a user agreement using our kiosks, website, or mobile smart phone application.

Following registration, subscribers can immediately access a bicycle at any terminal within the network. Ease of access is a key factor for Bewegen's system. Users can register anywhere using a variety of methods (kiosk, mobile application, website). Following this, they use their membership card/fob or the mobile application to quickly unlock their bicycle. To increase ease of access, Bewegen has also created an accessible GoPass card that provides additional flexibility for casual users. In addition, our company is experienced implementing cash payment options.






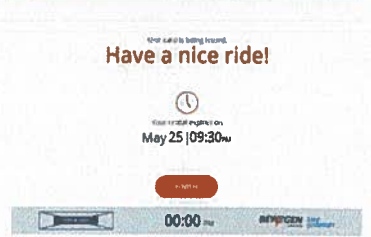


Please refer to the following tables for an understanding of Bewegen's system functionality from a user's perspective.





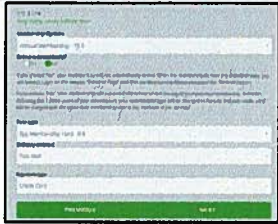


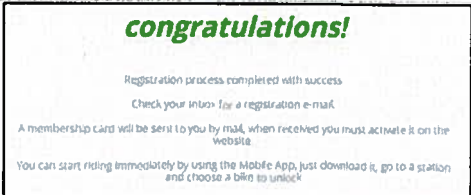
User Perspective: Bicycle Rental Process			
Step 1: Customer retrieves either (1) RFID fob/card or (2) mobile phone		Step 2: Customer unlocks bike by (1) tapping the card/fob on handlebar or (2) entering bike number in mobile application.	 Unlock Bike To unlock, tap your card on the reader below.
Step 3: Customer removes the bike. This is achieved by simply pulling the bike out of its docking point.		Step 4: Customer commences ride.	
Step 5: Customer views bike screen for current speed, battery level and trip distance. The screen can also be programmed to display a timer.		Step 6: Customer can use secondary lock to make a quick stop on their journey	
Step 7: Customer returns the bike by pushing it into a free docking point		Step 8: Audio & visual confirmation on the bike screen that it has been successfully docked.	 Bike docked The bike is successfully docked.



User Perspective: Kiosk Registration Process

Step 1: Customer selects "Rent a Bike" from the home screen.		Step 2: Customer chooses rental policy	
Step 3: Customer agrees to the Terms and Conditions		Step 4: Customer inserts payment method	
Step 5: Essential system information displayed		Step 6: RFID card issued to customer	

User Perspective: Website Registration Process

Step 1: Click the Register Button		Step 2: Enter information to receive a registration email	
Step 3: Go to email and click the registration link		Step 4: Complete the Registration Form	
Step 5: Select membership & payment type		Step 6: Complete your transaction	
Step 7: Review payment and accept terms & conditions		Step 8: Membership is complete	

Website

Bewegen offers our clients a full website solution. Our technology is not only **intuitive and simple to use**, it is also **easily customizable** to meet a variety of requirements including color & branding specifications.



Bewegen's website is accessible from desktop computers, PDAs, tablets and smartphones using a browser. Our platform does not make use of flash, and displays immediately and correctly on all major web browsers. The standard Bewegen website displays a **live system map** that updates bicycle and station availability in real time. Users are able to register for membership, make payments, and accept a disclaimer directly on the website.



Each website can be customized to include a variety of elements, including:

- ④ Safety information & laws
- ④ Full system map (live updated)
- ④ Sponsorship information
- ④ Bicycle and station information
- ④ Accessing user profile
- ④ Viewing & modifying account information
- ④ Checking billing information
- ④ View distance travelled, calories burnt, etc.
- ④ Display of live-updated system statistics
- ④ Contacting customer service

For an example of a website for a Bewegen system, please visit our website for the Zyp Bike share system in Birmingham at www.zypbikeshare.com, or the website for Baltimore Bike Share at www.bmorebikeshare.com.

Mobile Application

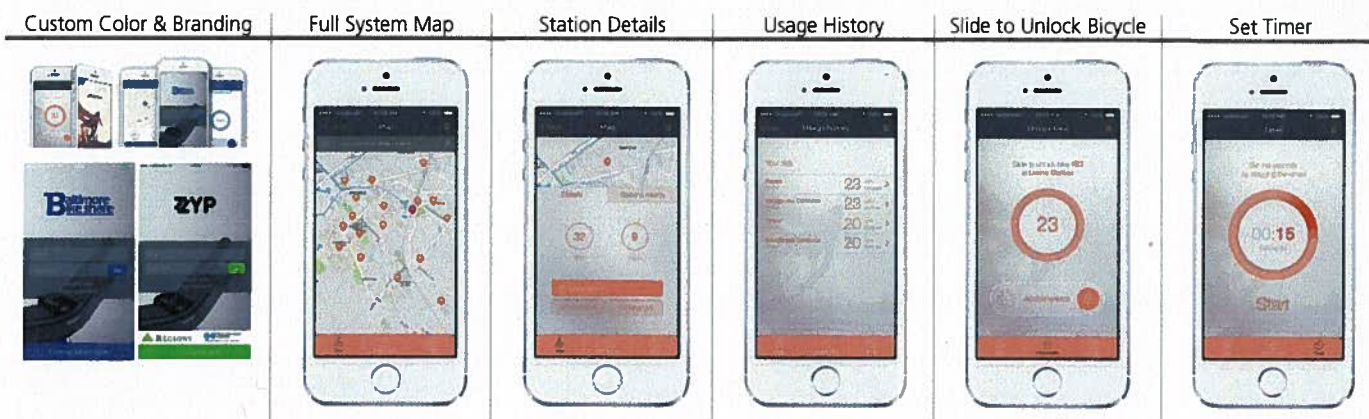
Bewegen has created the ultimate bicycle sharing mobile application for its system that are customized to match system colors & branding. The application is available to download on all major platforms (iOS & Android). The application displays a **live system map** that updates bicycle and station availability in real time. Users are able to register, pay for membership, and accept a disclaimer using the application.

The bicycles can be **unlocked using the mobile application**. The users simply logs into their account and enters the bike number to unlock. The application also has functionality to contact customer services and report issues. Specific sections and areas have been pre-determined for title and/or sponsorship branding on the application.



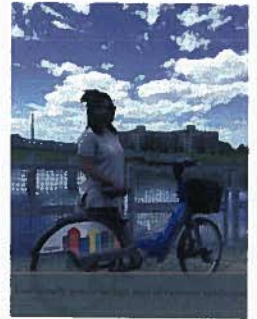
Key features of Bewegen's mobile application include:

- ④ Unlocking bicycle
- ④ Viewing full system map (live)
- ④ Accessing user profile
- ④ Viewing previous ride routes and times
- ④ Viewing and modifying account information
- ④ Checking billing information
- ④ Keeping track of ride time.
- ④ Viewing distance travelled, calories burnt, etc.
- ④ Sharing riding accomplishments
- ④ Contacting customer service









User Fee

Bewegen made pricing and membership flexibility a priority when designing our bike share system. The system allows for any pricing structure to be implemented, with additional options to modify prices and membership types throughout the system's lifespan. Bewegen's flexible system allows for the use of discount codes, ideal for special promotions and memberships (e.g. student, low-income). A variety of different membership structures can be offered (e.g. corporate, family).



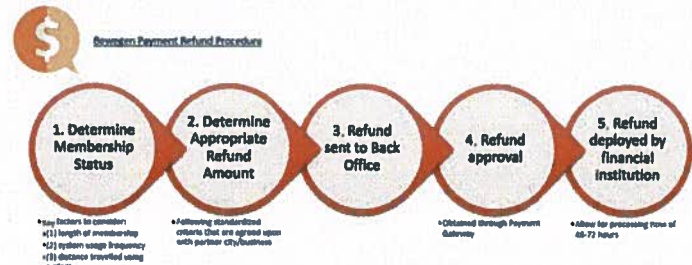
One of the ways that Bewegen promotes ease of access is our innovative GoPass. Users of the GoPass can freely unlock a bicycle using their membership card/fob, and they are charged for their cumulative trips at the end of the month. This flexible option provides the perfect model for casual riders whose usage fluctuates. Becoming a GoPass member is free, and our marketing team make a concerted effort to register as many people as possible under this model. The success of this pass has been demonstrated in Bewegen's system in Baltimore, which has seen a high percentage of GoPass usage.

Two proposed pricing structures are included below. Model #1 is based on our team's years of experience in the industry, and is formulated to create a user-friendly model that is financially sustainable over the long-term. Model #2 was created by examining prices for similar bike share systems in the California region. Both models aim to subsidize system usage for residents of the City of Riverside using the revenue from occasional users and tourists. Please note that the pricing structure will be modified to meet any requests from the City of Riverside.

	Pricing Model #1	Pricing Model #2
 Annual Membership <ul style="list-style-type: none"> • Unlimited system access • Subsidized memberships for students & low-income • Options for specialized memberships (e.g. corporate, family) 	<div>\$85/year</div> <div>\$50/year - subsidized</div>	<div>\$90/year</div> <div>\$55/year - subsidized</div>
 Occasional Membership <ul style="list-style-type: none"> • Daily & Monthly system access • Option for 3 month passes at lower rate • Automatic renewal available 	<div>\$8/day</div> <div>\$30/month</div> <div>\$70/3 months</div>	<div>\$9/day</div> <div>\$25/month</div> <div>\$60/3 months</div>
 Single Trips & Go Pass <ul style="list-style-type: none"> • Single trips directly at payment kiosk or using mobile app • Go Pass via mobile app & fob/card for convenience & ease of access 	<div>\$2.50/trip</div>	<div>\$3/trip</div>
 <div>0 - 30 mins Included</div>	 <div>30 - 60 mins \$4.00</div>	 <div>Additional 30 mins + \$6.00/30min</div>

Financial Transactions

Corps Logistics will process and handle payments, fees, penalties, or other monetary transactions by users of the system. Corps Logistics adheres to industry standards for data security, and they make special efforts to safeguard financial and personal data of all participants. Bewegen uses highly secure payment hardware and software, compliant with the Payment Card Industry Data Security Standards. The following diagrams illustrate our payment and refunding framework:



As per the RFP, all revenues from the sale of memberships, access fees, day passes, penalties, and late fees are to be paid directly to Corps Logistics as the system operator. Bewegen confirms that revenue collected above and beyond the operating cost of the program will be transferred to the City of Riverside.

System Maintenance

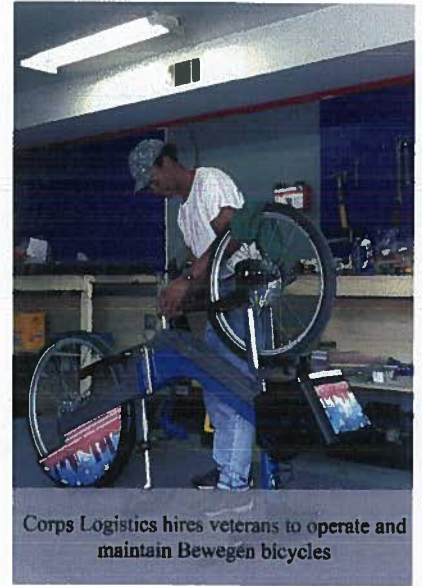


Bewegen works with Corps Logistics LLC for the operations and maintenance of our bike share systems in the United States. Corps Logistics is a Veteran-Owned Business (DBE) that provides field-tested, military-grade transportation for bike share system implementation and operations. CEO Jim Duffney's mission is to make a difference in every community, hiring local veterans to service and maintain bicycle share programs.

Corps Logistics has a proven track record of experience, providing operational services for Bewegen systems in Richmond (Virginia), and Baltimore (Maryland). The company is proud to be working in partnership with local organization Baltimore Station to employ local veterans from across the Maryland region. Corps Logistics will also be operating Bewegen's upcoming systems in Summit County (Utah) and Howard County (Maryland).

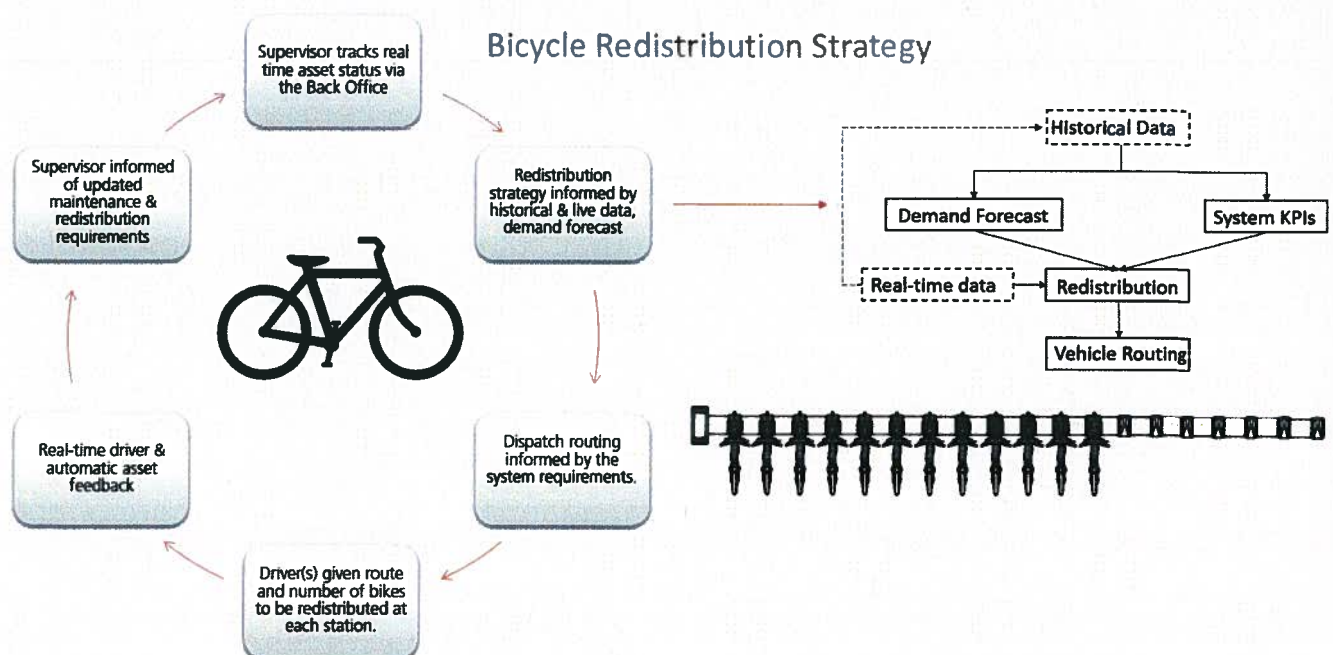
Corps Logistics' maintenance shall include, but is not limited to, inspecting, repairing, and cleaning the docking station structures on a regular basis. The docking station structures shall be well maintained, appear in good working order and be free of graffiti and stickers. Prompt repairs and preventative care will not impede the users' ability to rent from the docking stations. Back-end operations, maintenance crews, and customer service teams will work to ensure that the bicycles are properly distributed throughout the system at all times, in safe and working condition, and that customer needs are quickly addressed. As per the RFP, Bicycles will be inspected at least once every two weeks. Corps Logistics will repair all damaged bikes within 48 hours of discovery of damage or notification from City staff. Damaged bicycles shall be removed from the system if damage is more than cosmetic.

All docking station structures shall contain a highly visible telephone number to which the public may direct questions, complaints, and comments regarding the service provided. Our team will ensure that staff members will be present to ensure readily available help during the majority system operation hours. Corps Logistics will log complaints and respond in a timely manner. Additionally, the operator will provide a database which can connect in some way to the City's Call Center or to which the City has access in order to communicate complaints between the public and the City, and in which the operator can report the resolution of such complaints.



Corps Logistics hires veterans to operate and maintain Bewegen bicycles

Corps Logistics prioritizes proper redistribution because we understand the centrality of asset availability to ensuring high rates of customer satisfaction. Using BikeEmotion's award winning real-time GPS tracking, Bewegen's system closely monitors every asset, providing valuable data (historical and real-time) that facilitates proactive redistribution. Bewegen has developed a redistribution strategy that adapts to the specific requirements of each new system. This strategy is outlined in the diagram below.



Bewegen's back office is a **hassle-free turnkey solution** for any operator. The platform offers system operators advanced real-time fleet management, maintenance tools, customer service management, payment application, system statistics, and a full reporting solution.

Bewegen's IT solution is modular and uses Application Programming Interface (API). This allows our IT solution to simply **plug-and-play into existing platforms**, making it ideal for clients who wish to integrate with an existing website or other platforms. Another advantage of Bewegen's IT solution is that it is asset-based, and allows the operator to **add additional assets**. For example, a client using our back office system could also add parking or car sharing assets to the platform, and manage those assets alongside the bike share system.



Bewegen's back office technology includes a **full reporting solution**, one that is fully customizable to any required format (e.g. system-wide, station based, etc.). This technology can be used to provide reporting on a range of data. Examples of common data provided include:

- ④ Ridership data/statistics
- ④ Financial reports detailing membership & usage fees.
- ④ Total calories burned by riders
- ④ Customer service issues
- ④ Revenue and membership data
- ④ Total miles covered by riders
- ④ Bicycle and kiosk maintenance data
- ④ Most popular return stations
- ④ Station rebalancing data
- ④ Most popular rental stations



As per the RFP, Corps Logistics will provide current performance measures on a real-time basis at the request of the City. The operator will prepare monthly reports on a series of agreed upon metrics and will outline plans for system improvements. As they do for all systems, Corps Logistics will report to the City of Riverside on a regular basis regarding the status of the project and its progress in providing the contracted services. Corps Logistics will submit a monthly invoice detailing the services and/or products provided, the goals/tasks accomplished, and the associated costs.

Bewegen will also provide data on their website that is available to the public, which includes at a minimum the information regarding ridership, fleet performance and safety, customer service, and membership. Our team has experience providing up-to-date system information on our systems websites. For example, Bewegen's website for Baltimore details total distance travelled, total trips, active members, top check-out stations, and top return stations. In addition, our team will provide the City with information regarding routes used by recreational and commuter cyclists, and make this information available to the public. Beyond all of this, Bewegen has partnered with EcoCounter to offer additional data collection methods. Further details are included in the section entitled "[Bonus Offer from Eco-Counter](#)".



Ability and willingness to meet the time frames required for the proposed services

Produced below is the proposed timeline for the City of Riverside bike share program. Following the contract award, 26 weeks will be required to complete the bike share system.

Legend		Task Duration	Major Milestone	Launch Ready																											
Contract Status		Award Notification																													
Week			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Ongoing		
Administration & Organization Setup																															
PO or Contract	✓																														
Organisation & Administration Plan/Approval	✓																														
Human Resource & Hiring	✓																														
Office, Warehouse and Workshop Setup	✓																														
Operations Staff Training	✓																														
Full System Test	✓																														
Urban Planning																															
Siting Plan Analysis & First Draft	✓																														
Public Input & Revision Process	✓																														
Adjustments & Second Draft	✓																														
Approval & Permitting	✓																														
Site Preparation																															
Site Preparations	✓																														
Manufacturing & Installation																															
Component sourcing	✓																														
Color & Decal Development & Sourcing	✓																														
Bike Manufacturing	✓																														
Station Manufacturing	✓																														
Equipment Delivery	✓																														
Installation	✓																														
Commissioning	✓																														
Operations																															
Ongoing Operations Maintenance and Rebalancing	✓																														
Yearly Full Bike Extensive Checkup and Maintenance	✓																														
IT Solution																															
IT System Plan Approval	✓																														
Beta Tests on Central Computer System	✓																														
Customization of User Interface	✓																														
Website & Mobile App Customization	✓																														
Continuous Improvement Criteria Selection	✓																														
Continuous Improvement IT Updates	✓																														
Marketing & Outreach																															
Campaign Development & Coordination	✓																														
Initial Bike-Share Announcement	✓																														
Public & Stakeholder Outreach	✓																														
Pre-Launch Public Trial & Input (on-street)	✓																														
Sponsor & Branding Announcement	✓																														
Awareness Website and Social Media	✓																														
Website Launch & Founding Members Campaign	✓																														
Public Launch Press Conference & Event	✓																														
Ongoing Marketing & Engagement	✓																														
Customer Survey	✓																														
Annual Report	✓																														
Sponsorship Acquisition																															
Sponsor solicitation	✓																														
Negotiation & Finalization	✓																														

The Bewegen team have both the ability and willingness to meet this schedule. The Bewegen team has succeeded in launching successful bike share programs in major U.S. cities like Baltimore (Maryland) in accordance with this timeline. Our team is experienced working in close partnership with City staff for essential activities like public information releases, local partnerships, station permitting, urban planning, and community outreach.



Scope of services to be provided in addition to those required by the RFP

In addition to offering our top of the line backlit wayfinding stations, Bewegen has also offered to include virtual stations that increase the overall system coverage. This includes the option for defined virtual stations, free-floating virtual areas, and temporary virtual stations for special events. Further details are included in the section entitled "Virtual Station Technology".

Bewegen will also offer marketing support for the Riverside bike share. Key marketing activities that will be undertaken by our company are detailed below.

Bewegen Marketing & Communications Activities - Specifications				
Activity	Objectives	Rationale & Methodology	Resources	Timeline
Initial bike share announcement	<ul style="list-style-type: none"> Create awareness & support for bike share system Introduction of basic system elements/functionality to public Media coverage (television, newspapers, blogs) 	<ul style="list-style-type: none"> Announcement event involving influential local figures (e.g. political, celebrity, activist) Standardized media/information releases distributed to all major outlets. 	2% of marketing budget	Initial Campaign
Pre-launch public trials	<ul style="list-style-type: none"> Introduce system to community members Obtain public feedback on system elements and user interface prior to system launch 	<ul style="list-style-type: none"> Community-specific feedback used to improve system features and user-friendliness Team of staff set-up bike share demo station, typically at an existing event/public gathering 	3% of marketing budget	Initial Campaign
Early adopter campaign & membership drive	<ul style="list-style-type: none"> Establish interested local residents as users of the bike share system Raise awareness and generate public interest 	<ul style="list-style-type: none"> Membership within community increases awareness and support for bike share system Participation at various event related to urban mobility Promotions designed to recruit new bike share users 	5% of marketing budget	Initial Campaign
Public and stakeholder outreach	<ul style="list-style-type: none"> Demonstrate bike share team presence and implication in the local community. Create connections with local individuals who have the potential to become "champions" of the bike share system 	<ul style="list-style-type: none"> Bike share staff attend events related to urban mobility in the community Outreach to local organizations that promote or encourage diverse forms of urban mobility 	15% of marketing budget	Initial Campaign & Ongoing
Launch Event	<ul style="list-style-type: none"> Generate wide-scale media and public awareness Introduce physical infrastructure of the system to large public audience Demonstrate strong ties and cooperation between local stakeholders and bike sharing 	<ul style="list-style-type: none"> Full-scale event typically held in large public space Participation of partner businesses, organizations, government Large-scale launch bike ride through community with high number of public participants Involvement of influential local figures (e.g. political, celebrity, activist) 	25% of marketing budget	Launch Stage
Media tour	<ul style="list-style-type: none"> Give rise to media/public attention surrounding bike share system. 	<ul style="list-style-type: none"> Organized interviews with local television, newspapers, blogs, etc. Standardized media/information releases distributed to all major media outlets. 	2% of marketing budget	Launch Stage
Social media & web initiatives	<ul style="list-style-type: none"> Communicate with diverse segment of population Raise awareness and generate public interest Keep bike share members and community informed 	<ul style="list-style-type: none"> Bike share pages created on all major social media outlets (e.g. Facebook, Instagram, Twitter) Continual updates and promotions to keep all potential and current bike share users informed and interested. 	3% of marketing budget	Launch Stage & Ongoing
Ongoing Advertising, PR & Communications	<ul style="list-style-type: none"> Maintain positive relationship with current users Attract new users to the system Raise awareness and generate public interest Keep bike share members and community informed 	<ul style="list-style-type: none"> Maintain multiple responsive customer communication sources (e.g. webchat, call center) Partnerships with local businesses/ organizations to circulate bike share info Continuation of successful/effective advertising, PR and communications initiatives 	45% of marketing budget	Ongoing

Bewegen will also provide support for sponsorship acquisition. Bewegen works in partnership with Effix Inc. for sponsorship acquisition, a firm with extensive marketing experience who have represented a large array of successful organizations, including the Montreal Canadiens NHL team. In terms of bike share experience, Effix sold bike share sponsorship in major cities including Montreal, Toronto and New York City.

As in those cities, Effix will use the bicycles, stations and integrated advertising panels to produce sponsorship revenues. Our team will also be sure to work partnership with the region to communicate all potential opportunities and ensure that the sponsor is appropriate for the local community.

Bewegen is also offering additional cycling data collection methods to the City of Riverside. We have partnered with EcoCounter to offer a solution to track bicycle ridership numbers. Further details are included in the following section.

Bewegen, and its subcontractors and agents shall be responsible for all maintenance, damage, and repairs, including that resulting from theft or vandalism for all equipment provided under this Agreement. Bewegen, or its subcontractors and agents shall repair or replace any equipment within a reasonable time at no cost to the City.

EXHIBIT "B"
COMPENSATION

Pricing

Capital Costs

To provide straightforward pricing, Bewegen has presented our total capital costs in the table below. A detailed capital cost breakdown is included on the following page.

BIKE SHARE CAPITAL COSTS	
Item	Price
Complete Bike Share System	\$263,904 USD
Includes:	
<ul style="list-style-type: none"> ① 40 Pedelec Smart Bicycles ② 4 kiosk stations & 2 solar canopies ③ 56 docking points ④ Any number of virtual stations ⑤ Any number of free-floating virtual areas ⑥ Site Planning ⑦ Shipping & Installation 	<ul style="list-style-type: none"> ⑧ Testing & GoLive ⑨ IT Infrastructure: <ul style="list-style-type: none"> ▪ Website ▪ Mobile Application ▪ Back Office ⑩ Ongoing IT support ⑪ Ongoing technical support

Option A: Operations & Maintenance Included at NO Additional Cost

For Option A, Bewegen will use revenue generated from the bike share system to fund the full operational and maintenance services listed in Option A. There are two major sources of revenue for bike share systems: (1) system usage and (2) sponsorship & advertising. Bewegen has conducted a financial analysis of the Riverside region based on years of experience in the bike sharing industry. Bewegen's financial department and business teams have concluded that these two sources of revenue will create sufficient funding for the continued operation and maintenance of the City of Riverside's bike share.



To provide full assurance for the City of Riverside, Bewegen commits to covering any shortfall in revenue. Option A therefore allows Riverside to receive full bike share operational services from Corps Logistics at **no risk and no additional cost**.

Option B: Annual Fee for Operations & Maintenance

In partnership with Corps Logistics, Bewegen will provide full operational services for the Riverside bike share service. For Option B, the City of Riverside would keep all revenue generated from the system user fees, sponsorship, and advertising.

BIKE SHARE OPERATIONS	
Item	Price/Bike/Year
Option A: SELECTED	\$0 (Covered by system revenue)
Option B: NOT SELECTED	\$1,750 USD
Included in Price:	
<ul style="list-style-type: none"> ① Maintenance, cleaning, rebalancing, and repair of equipment ② IT system updates ③ Providing sufficient staff, equipment, and parts to manage the system. ④ Management of each station. ⑤ Collection of fees. ⑥ Customer services for system users 	<ul style="list-style-type: none"> ⑦ IT Hotline: 24 hours a day, 7 days a week. ⑧ Hardware & Technical Hotline: 24 hours a day, 7 days a week. ⑨ Marketing, advertisement & sponsorship acquisition. ⑩ Providing Bike Share Coordinator with monthly reports on performance and other aspects of the system. ⑪ Operations and maintenance presentations to City staff and key stakeholders.

Buy-Back Option

The Bewegen team recognizes the great potential for bike sharing to succeed in the City of Riverside. The region has the community support, political will and transportation infrastructure that are essential to shared mobility programs. In the event that the City does not wish to continue the program, Bewegen offers a Buy-Back option to provide additional assurance and security. The following table outlines Buy-Back rates for Bewegen's equipment:

Buy-Back Rates – City of Riverside				
Year 1	Year 2	Year 3	Year 4	Year 5
60%	45%	35%	25%	15%

Detailed Capital Cost Breakdown



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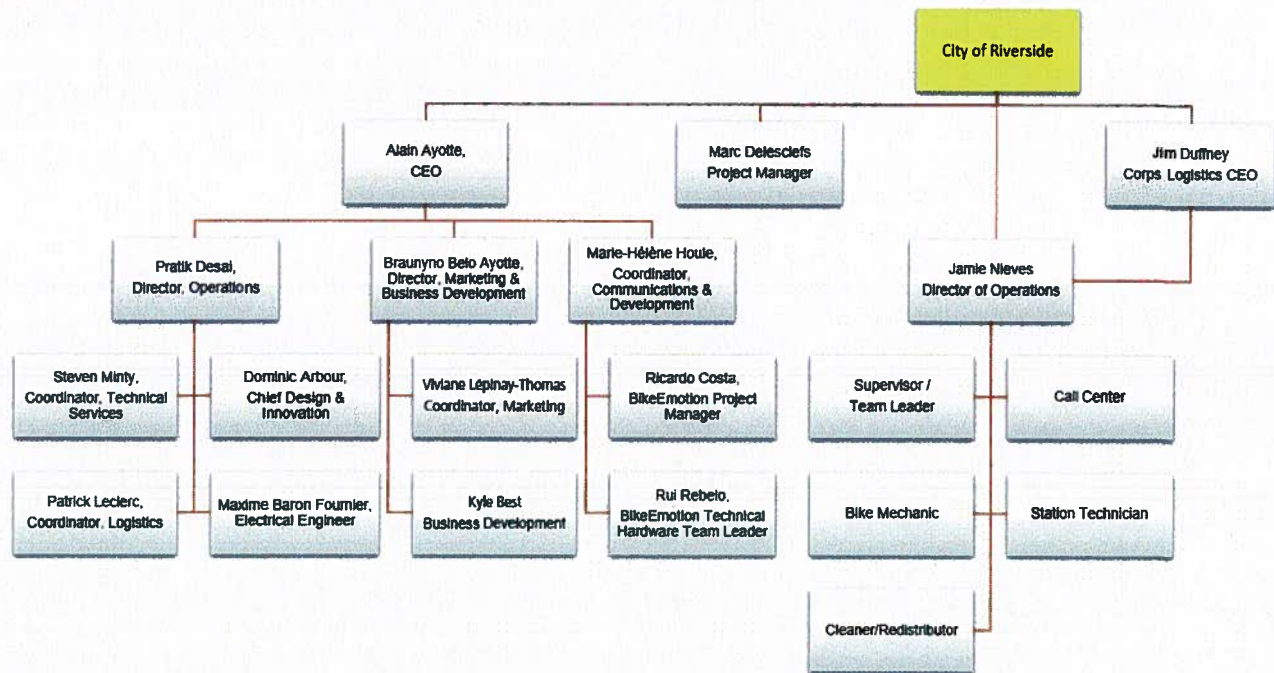
City of Riverside				
Capital Cost				
Description	Units	Price Per Unit (USD)	Discount	Total
ELECTRIC-ASSISTED BICYCLES	40	3,789.00 \$	10%	138,404.00 \$
250 watt nominal DynaMe motor				
660 watt lithium-ion battery				
BikeEmotion Module (Boards, Screen, Active Live GPS)				
Standard Basket				
High-capacity internal brakes				
Customized Paint & Personalized Branding and Logo				
RECHARGING DOCKS	58	525.00 \$	10%	26,480.00 \$
Smart Rail Technology				
Dock Housing				
Charger				
Wire harness				
WAY FINDING & ADVERTISING PANEL	0	7,600.00 \$	10%	- \$
Kiosk Housing and components				
Retro-It Way Finding Panel				
Retro-It Advertising Panel				
PLANNING (Per Station)				
Travel Expenses,	1	2,000.00 \$		2,000.00 \$
Dock Station Planning	4	1,400.00 \$		5,600.00 \$
Virtual Station/Hub Planning		- \$		- \$
Sub Total				7,600.00 \$
INSTALLATION (Per Station)				
Dock Station	4	1,958.00 \$	10%	7,832.00 \$
Virtual Station/Hub Physical Setup		- \$		- \$
Travel Expenses				
Other Expenses (Truck and equipment rentals, specified tools etc.)				
Sub Total				7,832.00 \$
SHIPPING	1	5,000.00 \$		5,000.00 \$
Estimated Regular Ground Freight				
Total Capital Cost				183,296.00 \$

OPTIONAL				
Description	Units	Price Per Unit (USD)		Total
SOLAR CANOPY STATION SYSTEM	2	14,750.00 \$	0%	29,500.00 \$
6 Solar Panels				
1 Canopy Structure (Cover 6 docks)				
Wire harness				
KIOSKS / PAYMENT TERMINAL / WAYFINDING STATION	4	12,777.00 \$	0%	51,108.00 \$
Kiosk Housing and components				
Retro-It Way Finding Panel				
Retro-It Advertising Panel				
Total Optional Costs				80,608.00 \$

EXHIBIT "C"
KEY PERSONNEL

Company Personnel

The following operational structure outlines the roles of personnel who will be assigned to this project:



Please note that the City of Riverside has been included as an integral part of this structure. This is to represent the fact that Bewegen and Corps Logistics will **work closely** with Riverside to ensure that all of the City's goals and objectives are met. Our team is experienced working with municipal staff for essential activities like public information releases, local partnerships, station permitting, urban planning, and community outreach. The chart also represents the fact that **local veterans** will be hired by Corps Logistics to manage and operate the bike share system.

Excellence in Project Management

Bewegen believes that strong project management practices are essential to ensure high quality systems. Three of Bewegen's staff have been qualified as Project Management Professionals (PMP): Alain Ayotte (CEO), Pratik Desai (Director, Operations), and Marc Delesciefs (Advisor, Business Development). The excellence of our project managers has been recognized by the professional community, with our CEO Alain Ayotte being awarded Project Manager of the Year in the province of Quebec. For every phase of the system, Bewegen makes use of the project management system and best practices recommended by the Project Management Institute's Executive Guide to Project Management.



For the system in Riverside, Bewegen would designate Marc Delesciefs as Project Manager. Marc works out of Bewegen's Montreal office, and travels regularly to the United States to manage the company's systems. Marc has over 10 years of Project Management experience, specializing in bike sharing systems. Having previously worked with Transport for London, Marc served as a Project Manager for the London Cycle Hire Scheme, a system comprised 8,000 bikes and over 570 docking stations. Marc is a Project Management Professional (IPMA Level D, SCQF Level 7) and is also certified in internal audit and business risk.



Brief Professional Resumes of Key Personnel



Alain Ayotte – 1-514-321-2299 (ext 266)

Chief Executive Officer (CEO)

Alain Ayotte is the visionary industry leader and devoted supporter of active transportation who helped bike sharing to gain traction in North America, Australia and Europe. Mr. Ayotte founded Bewegen Technologies in 2013, and has since led the Bewegen team to implement the company's innovative Pedelec (electric assist) bike share system across Europe and North America.

EXPERIENCE

Public Bike System Company (PBSC)

Founder & President | 2008 – 2013

- ④ Led the company to sell over 35,000 bike share units worldwide.
- ④ Responsible for the planning, design, manufacturing and development of the world's 5th largest public bike system.
- ④ Responsible for the company's implementation, development, business plan, budget estimates, international policies, and contract negotiations.

City of Montreal Parking Authority

Executive Vice-President | 2006 – 2008

- ④ In charge of the corporate agenda, leading a team of 5 top-tier executives and 80 unionized employees

Coca-Cola Bottling Co. Ltd.

Director of Canadian Operations | 2003 – 2006

- ④ In charge of Canadian operations and drawing on a team of 109 executives and 820 employees, 700 of them unionized.

EDUCATION

University of Montreal HEC Business College

Business Operations

Marketing, specializing in retail and distribution

Cégep du Vieux-Montréal

Mechanical Engineering Technology



Braumyno Belo Ayotte – 1-514-261-5383

Director, Business Development & Marketing

Braumyno Belo Ayotte comes from a rich background of marketing and sponsorship management experience. Working at Bewegen, he oversaw the planning, delivery, installation and launch of the first and largest bike share systems in North and South America to incorporate Pedelec (electric assist) bikes.

EXPERIENCE

Saputo Inc.

Marketing & Sponsorship Manager

- ④ Marketing and sponsorship management, overseeing a yearly budget of over \$6 million.

Public Bike System Company (PBSC)

Marketing & Business Development

- ④ Developed extensive bike sharing experience working in customer service, marketing, business development, installation and operations.

EDUCATION

Université du Québec à Montréal (UQAM)

Communications



Jim Duffney – 1-908-881-0751

Corps Logistics LLC (www.corpslogistics.us)

Chief Executive Officer (CEO)

First Sergeant Jim Duffney is the CEO of Corps Logistics LLC. Mr. Duffney is a seasoned logistics professional, and he leads the Corps Logistics team to hire local veterans and make a difference in each and every American community.

PROFESSIONAL BIOGRAPHY

Jim Duffney has over 34 years of military experience serving in the U.S. Navy and U.S. Air Force, providing logistics services to the U.S. Department of Defense, U.S. Military, and private industry. Prior to heading Corps Logistics, Mr. Duffney was the Liaison to the U.S. Department of Defense for MILSPRAY Technologies. Between 1993 and 2013, Mr. Duffney worked for True Manufacturing as Sales and Operations Manager, where he averaged \$10 million in annual sales and managed the logistics of capital purchases. Additionally, he planned, developed and implemented a warranty program for Coca Cola Canada that reduced downtime of equipment by more than 70%. That program was later adopted by the whole company and is now used internationally by True Manufacturing.



Jamie L. Nieves – 1-609-412-2320

Corps Logistics LLC (www.corpslogistics.us)

Director of Operations

Master Sergeant Jamie L. Nieves is the Director of Operations at Corps Logistics LLC. She also serves as the 177th Fighter Wing Civil Engineering Squadron First Sergeant where she is responsible for providing the commander a mission-ready enlisted force to execute the base engineer emergency force mission.

PROFESSIONAL BIOGRAPHY

Master Sergeant Nieves entered the New Jersey Air National Guard in 2000 as an intelligence operations specialist. Working with multiple intelligence agencies and for commanders and aircrew, Sergeant Nieves analyzed and produced various intelligence products. In this capacity MSgt Nieves participated in the homeland air defense mission in support of OPERATION NOBLE EAGLE and she deployed in support of OPERATION IRAQI FREEDOM. She developed and constructed target materials in support of combat mission planning and execution and disseminated products to appropriate levels of command. In 2010, she transferred to the 227th Air Support Operations Squadron where she served as an Air Force Personnelist responsible for supervising and performing personnel actions for all members assigned. In 2012 she served as the Administrative Assistant to the Operations Group Commander, 177th Fighter Wing NJANG. She was responsible for all office scheduling, correspondence and travel arrangements as well as information management within the office serving the four squadron commanders and over 150 Air Guard Members assigned.



Daniel Maheux – 1-418-228-8935

Chief Financial Officer (CFO)

Daniel Maheux is a chartered professional accountant (CPA, CA) with over 25 years of experience in finance, accounting and legal services. Mr. Maheux has extensive experience in the field of cycling, and currently also serves as CFO for Procycle, Bewegen's bike share equipment supplier.

EXPERIENCE

Procycle Group

Chief Financial Officer

- ④ Management of Canada's leading manufacturer of high-performance bicycles, fully experienced in all financial aspects of the cycling industry.

Bodyguard Fitness

General Manager

- ④ General Manager for manufacturer of active lifestyle equipment, including treadmills, bikes, and steppers.

EDUCATION

University of Laval

Accounting



Pratik Desai – 1-514-318-4920

Director, Operations

Pratik is a certified Project Manager (PMP) and operations expert with years of experience in the bike sharing field. Since working with Bewegen, he has overseen delivery, installation and operations of the company's bike share systems in Birmingham, Richmond and Baltimore.

EXPERIENCE

Public Bike System Company (PBSC)

Director of Operations | 2009 – 2014

- ④ Oversaw delivery of bike share systems in: Montreal, Boston, London, New York, Chicago, San Francisco, Toronto, Washington, Melbourne, Minnesota, and Guadalajara.
- ④ Responsible for supply chain, customer service, technical services and ongoing support services for all of the company's bike share deployments.

EDUCATION

McGill University

Operations Management

John Molson School of Business

Personnel Management

**Marie-Hélène Houle - 1-514-321-2299 (ext 203)***Coordinator, Communications & Development*

Marie-Hélène Houle has extensive experience in communications and IT support for bike sharing systems, overseeing coordination, support and the IT solution development schedule for Bewegen's U.S. systems in Birmingham, Richmond, Baltimore, as well as Wolfsburg, and Lagoa

EXPERIENCE**Public Bike System Company (PBSC)***Communications & Social Media Coordinator | 2009 – 2013*

- ④ Involved in over 19 bike share projects, including: Montreal, Boston, London, New York, Chicago, & San Francisco.
- ④ Training services, improvement of the IT solution, customer service, and technical support.
- ④ Elaboration and implementation of various communications and marketing campaigns.

EDUCATION**University of Montreal***Political Communications***Marc Delesciefs - 1-514-321-2299 (ext 230)***Advisor, Business Development*

Marc Delesciefs is a certified Project Management Professional (IPMA Level D, SCQF Level 7) with extensive experience in bike sharing outreach and equity. Marc serves as business advisor for Bewegen's U.S. systems in Birmingham, Richmond, Baltimore, as well as Wolfsburg and Lagoa.

EXPERIENCE**Transport for London (TfL)***Project Manager | 2008 – 2014*

- ④ Wrote the business case that secured the Mayor of London's \$1.5 billion USD investment aimed at growing the modal share of cycling.
- ④ Served as a project manager for Barclay's Cycle Hire London, managing the development and delivery of a major system expansion.

McGill University: Department of Geography*Guest Lecturer*

- ④ Lectures on growing the modal share of cycling and increasing its social equity.

Montreal Transport Authority, Vélo Québec Association*Board of Directors & Committees*

- ④ Board of directors & committee member of Montreal transportation authority and Quebec cycling advocacy organization.

EDUCATION**Edinburgh Napier University***Social Sciences***Steven Minty - 1-514-210-1122***Coordinator, Technical Services*

Steven Minty comes from a rich background of experience in the fields of bike sharing operations and implementation, and currently coordinates technical services as installation team leader for Bewegen's U.S. systems in Birmingham, Richmond, Baltimore, as well as Wolfsburg, and Lagoa.

EXPERIENCE**Public Bike System Company (PBSC)***Technical Service Leader*

- ④ Led and participated in over 23 onsite bike share implementations, including: Montreal, New York, Chicago, Chattanooga, Washington DC, Aspen, Boston, Guadalajara, and London.

JFG Logistics Inc.*Operations Director*

- ④ Worked in collaboration with PBSC managing operations of the Montreal bike share system.
- ④ Led operational efforts for installation, redistribution, cleaning, and bicycle maintenance.

EDUCATION**Rosemount Technology Center***Electro-Mechanics***Gil De Azevedo Ribeiro -- +351962467250***Architect & Urban Planner*

Gil De Azevedo Ribeiro is a renowned academic, architect and urban planner who has worked as Bewegen's lead urban planner for the implementation of U.S. systems in Birmingham, Richmond, Baltimore, as well as Wolfsburg (Germany), and Lagoa (Portugal).

EXPERIENCE**University & Municipality of Aveiro***Lead Researcher*

- ④ Primary bike sharing consultant for the University and Municipality.
- ④ Researcher in cycle planning and urban design.

CicloRia Project*Executive Manager*

- ④ Management of a 100km cycling network

Manuel Fernandes de Sá - Porto**Areaurbana y Hernandez-Cros -- Barcelona***Urban Planner*

- ④ Contributor to major urban plans and studies.

BUGA Bike sharing System*Lead Urban Planner*

- ④ Urban planner of free-use bike system in Aveiro.

EDUCATION**University of Minho School of Architecture***Architecture***University of Porto Faculty of Architecture***PhD Preparation Program***Polytechnic University of Catalonia***Masters Program in Urban and Architectural Culture***University of Lisbon Faculty of Architecture***PhD in Architecture (ongoing)***François-Xavier Seigneur****Effix Inc.***Sponsorship Acquisition & Management*

François-Xavier Seigneur is the founder of Effix Inc., Bewegen's partner company for sponsorship acquisition and management. Mr. Seigneur has led his team of professionals to acquire sponsorship deals for bike sharing systems in major cities around the world, including Montreal, Toronto, and New York.

PROFESSIONAL BIOGRAPHY

François-Xavier Seigneur founded Effix Inc. in 1986, a firm specializing in sports marketing that is the exclusive advertising and sponsorship representative for the Montreal Canadiens NHL team. Mr. Seigneur comes from an impressive background of marketing and sponsorship experience. He has worked alongside the Executive Vice-President of the Montreal Olympics organizing committee, the Chief of Cabinet to Canada's Minister of Supply and Services, and as a professional representative for Procter & Gamble. Beyond all of this experience, Mr. Seigneur also worked as Director of Marketing for the Quebec division of the Bank of Montreal. He currently sits on the Board of Directors of the Montreal Canadiens Children's Foundation as treasurer and is Vice President of United Way's Major Donors Circle for the greater Montreal area. Mr. Seigneur has a degree in business at the Montreal Campus of the University of Quebec (UQAM).

**Guillaume Sénéchal****Procycle Group (www.procycle.com/en/)***General Manager*

Guillaume Sénéchal works as General Manager of Procycle Group, Bewegen's exclusive bicycle equipment provider and Canada's top manufacturer of high-performance bicycles.

PROFESSIONAL BIOGRAPHY

Guillaume Sénéchal comes from a strong background of management and research and development experience in the bicycle industry. Mr. Sénéchal began working with Procycle as the Director of Research and Development, and later became the Assistant General Manager. Under his leadership, Procycle has strengthened the company's world-renowned brands, which include: Rocky Mountain, Miele, eVox (e-bike) and Colnago (Canadian distribution). Mr. Sénéchal holds a degree in Electrical Engineering (2001) as well as an MBA, Faculty of Business Administration (2005) from Laval University in Québec. He is member of Member of l'Ordre des Ingénieurs du Québec.

CERTIFICATE


Province
STATE OF QUÉBEC)
COUNTY OF) SS:

I, HEREBY, CERTIFY that during a meeting of the Board of Directors of the
TECHNOLOGIES BEWEGEN INC, a corporation existing under the
laws of the State of QUÉBEC, CANADA, held on JANUARY 30, 2018, the following
Proxima
resolution was duly passed and adopted:

"RESOLVED, that ALAIN AYOTTE, as CEO of the
Corporation, be and is hereby authorized to execute the Agreement for
BIKE SHARE SERVICES AGREEMENT between the City of
Riverside and this corporation and that his execution thereof and with the Corporate
Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation this 31st, day of JANUARY, 2018.


Secretary CEO

(SEAL)