

City of Fayetteville Staff Review Form

2018-0392

Legistar File ID

8/7/2018

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Peter Nierengarten

7/20/2018

Sustainability & Resilience /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract with VeoRide, Inc. for Bicycle Sharing Services for the City of Fayetteville.

Budget Impact:

1010.631.6310-5315.00

Contract Services

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 31,850.00

Funds Obligated \$ -

Current Balance **\$ 31,850.00**

Does item have a cost? Yes

Item Cost \$ 20,000.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget **\$ 11,850.00**

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



MEETING OF AUGUST 7, 2018

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Peter Nierengarten, Sustainability Director
CC: Dane Eifling, Bicycle & Pedestrian Programs Coordinator
DATE: July 20, 2018
SUBJECT: Fayetteville/University of Arkansas Bicycle Sharing Program

RECOMMENDATION:

Staff recommends contracting with VeoRide, Inc. for a Bicycle Sharing Services for the City of Fayetteville.

BACKGROUND:

Bicycle sharing systems allow public shared use of bicycles to individuals on a short-term basis at a time-based price. Modern dock based bicycle share systems began proliferating in the United States within the past 10 years primarily in large cities with high urban density. Within the last three years bicycle sharing technology has advanced to allow dockless or smart bike systems, which have seen tremendous growth in smaller, less dense communities; and in particular mid-size college towns.

Bicycle share was first identified as an opportunity for Fayetteville in the City's 2014 STAR Communities Assessment. Bicycle share was also highlighted as an opportunity in the City's 2015 Active Transportation Plan and 2018 Energy Action Plan.

In April 2018 the University of Arkansas and the City of Fayetteville worked together to develop and advertise a Request for Proposals (RFP) for a combined City/University smart bike bicycle share system. Four responses were received, and following an in-person interview and equipment demonstration a joint committee of City and University staff unanimously selected VeoRide, from West Lafayette, ID.

DISCUSSION:

VeoRide's bicycle share systems offers smart bike technology that allows users to locate, reserve and check out bicycles using a smart phone or computer. Bicycles will be deployed in and around Downtown Fayetteville, along city trails, on the University of Arkansas campus and at other proximate locations. VeoRide bicycles will be available to all City resident, UA faculty/staff/students and visitors to Fayetteville and the University of Arkansas Campus through annual and monthly bicycle share memberships that allow an unlimited number of 30-minute

rides. The City Fayetteville and University of Arkansas (with assistance from the Fayetteville Advertising and Promotions Commission) have negotiate an annual contract with VeoRide that will reduce membership costs. Additionally, discounted Membership fees are also offered to student, faculty and staff at Fayetteville Public School and the University of Arkansas and for qualified low-income individuals. Non-members may also check out bicycles on a per ride basis.

This agreement grants VeoRide the exclusive right to operate a bicycle share system in the Rights-of-way (ROW) within the City of Fayetteville for three years. The dockless smart bicycles may be parked in the ROW or on private property according to strict guidelines in the VeoRide Membership agreement. Additionally, the City will work with VeoRide to use geofencing technology to designate preferred parking with additional bike racks, painted bike parking spots, and/or recommended bike parking spots without racks or painting. Likewise, geofencing may be used to create no parking zones in areas with higher pedestrian activity or as needed.

Fayetteville's local point of contact with VeoRide will be their local general manager who will supervise local program ambassador, fleet technicians and bicycle mechanics. VeoRide's local team will be supported by offsite customer service, business development and engineering staff.

The VeoRide Bicycle Share system launch is planned for late summer 2018. The initial launch will consist of 290 standard 7-speed bicycles and 50 pedal-electric assist bicycles with custom colors and branding. Future deployment phases in 2019 will include additional standard bicycles and pedal-electric assist bicycles depending on market demand.

BUDGET/STAFF IMPACT:

The annual contract for reduced membership costs is \$20,000, which will come from budgeted funds in the Sustainability Department's Contract Services budget.

Attachments:

- VeoRide Agreement for Bicycle Sharing Services
- Exhibit A – VeoRide Discount Plan
- Exhibit B - Description of VeoRide's Service Level Agreement
- Custom Fayetteville/University of Arkansas Bicycle
- VeoRide RFP Response



AGREEMENT FOR BICYCLE SHARING SERVICES

This Agreement is dated _____, 2018, and is between Veoride, Inc., an Indiana corporation (Veoride") and the City of Fayetteville, an Arkansas municipal corporation("City").

Veoride operates a bicycle sharing company that utilizes a dockless "smart bike" bike share system that enables GPS, cellphone connectivity, and self-locking technology to allow the bicycles to be locked and unlocked by users with an app and tracked ("Services"). The City now wishes to engage Veoride to provide the Services.

In consideration of the mutual covenants and representations set forth in this Agreement, City and Veoride hereby agree to launch the Services as follows:

1. License and Term. Pursuant to the terms of this Agreement, City hereby gives Veoride a non-exclusive and revocable license to utilize the public right-of-way within the City boundary in order to provide the bike share services as described in this Agreement for the City. The term right-of-way ("ROW") refers to sidewalks, roads, bike lanes and other pathways maintained by the City for the benefit and use of the public. City hereby grants Veoride the exclusive right to operate the Services for a period of three years ("Initial Term"). Following the Initial Term, the parties may mutually agree to extend this Agreement for a period of four (4) additional years. The license and authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in City property.

2. Exclusivity. During any term of this Agreement, Veoride shall be the only company to provide the Services to the City.

3. Permitted Use. Veoride's riders may use the public ROW for parking of the Veoride bicycles. Veoride shall not place or attach any personal property, fixtures or structure to the public ROW within the City's boundary without the prior written consent of City or private property owners. Use of the ROW, and Veoride's operations within the City shall, at a minimum:

3.1. Not adversely affect the public ROW or the City's streets or sidewalks;

3.2. Not adversely affect the property of any third parties;

3.3. Not inhibit pedestrian movement within the public ROW or along other property or rights-of-way owned or controlled by the City; and

3.4. Not create conditions which are a threat to public safety and security.

4. Allowable Charges. City agrees to pay the amount of \$20,000.00 for the purpose of reducing the cost of services provided by Veoride to Fayetteville residents. Additionally, the



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parties acknowledge that the University of Arkansas has agreed to pay the amount of \$20,000.00 and the Fayetteville Advertising & Promotion Commission has agreed to pay the amount of \$10,000.00 to reduce the cost of services provided to University of Arkansas faculty, staff and students, and Fayetteville residents and visitors. VeoRide, therefore, agrees to charge users of its services the discounted prices set forth in the VeoRide Discount Plan attached hereto as Exhibit A and made a part hereof.

5. Bike Parking. VeoRide bikes may be parked in a legal manner in ROWs including public sidewalks by individuals participating in the stationless bike sharing program. Bikes parked on private property will be allowed at the discretion of the private property owner. VeoRide will actively manage the bicycles to ensure orderly parking and the free and unobstructed use of the ROW. The City, at its own discretion, may choose to support the bike sharing program with the installation of additional bike racks, painted bike parking spots, and/or recommended bike parking spots without racks or painting.

6. Condition of Public ROW.

6.1. City will make the public ROW available to VeoRide in an "as is" condition. City makes no representations or warranties concerning the condition of the public ROW or its suitability for VeoRide riders. Further City assumes no duty to warn VeoRide or its customers concerning conditions that exist or may arise in the future.

6.2. City assumes no liability for loss or damage to VeoRide's bicycles or other property. VeoRide agrees that City is not responsible for providing security at any location where VeoRide's bikes are stored or located, and VeoRide waives any claim against City in the event VeoRide's bicycles or other property are lost or damaged.

7. Maintenance and Care of Public ROW. VeoRide expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost, or destroyed as a result of VeoRide's or VeoRide's customers' use of the public ROW. Should VeoRide fail to repair, replace, or otherwise restore such real or personal property, VeoRide agrees to pay City's costs in making such repairs, replacements, or restorations.

8. Maintenance and Operations. VeoRide will use its best efforts to follow the maintenance, replacement and operation schedules for the bicycles listed in Exhibit B.

9. Insurance. Prior to beginning and continuing throughout the term of this Agreement, VeoRide, at its sole cost and expense, shall furnish the City with certificates of insurance evidencing that it has obtained and maintains insurance in the following amounts.

9.1. Workers' Compensation Insurance that satisfies the minimum statutory limits.

BX

9.2. Commercial General Liability and ROW Damage Insurance in an amount not less than one million dollars (\$1,000,000) combined single limit per occurrence or two million dollars (\$2,000,000) annual aggregate for bodily injury, property damage, products, completed operations, and contractual liability coverage.

9.3. Comprehensive automobile insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage including coverage for non-owned vehicles.

9.4. All insurance policies shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds and any City insurance shall be secondary and in excess to VeoRide's insurance. If VeoRide's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this Agreement so as to not prevent any of the parties to this Agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

10. Confidentiality. City acknowledges that during the term of this Agreement VeoRide may disclose information, whether orally, visually, or in tangible form, that is proprietary and confidential to the disclosing party and is disclosed or marked as proprietary or confidential (hereafter "Confidential Information"). City shall only use the Confidential Information to perform its obligations hereunder and will take all reasonable measures permitted by law to safeguard and prevent the unauthorized disclosure of Confidential Information, but no less than the measures it takes to safeguard its own confidential information, including without limitation disclosing Confidential Information only to those of its employees with a need to know such information to perform their obligations hereunder and which have been advised of the confidential nature of the information and have agreed to protect the Confidential Information to the same extent as the City hereunder. Notwithstanding the foregoing, VeoRide acknowledges and understands that this Agreement and records submitted to the City pursuant hereto are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville requesting such documents, VeoRide will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

11. Indemnification. VeoRide agrees to defend, indemnify and hold harmless City, its affiliates, officers, directors, shareholders, members, employees or agents ("City Indemnitees")

Handwritten signature or initials in black ink, appearing to be 'B' followed by a large 'X'.

from all claims, suits, actions, damages, demands, costs, or expenses of any kind or nature resulting from this Agreement.

12. Compliance with Law. VeoRide, at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of the public ROW and the operation of its stationless bike share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for VeoRide's lawful use or occupancy of City ROW or any portion thereof, VeoRide shall procure and maintain such license, permit, and/or governmental authorization throughout the term of this Agreement. City shall reasonably cooperate with VeoRide such that VeoRide can properly comply with this Section and be allowed to use City ROW as specified in Section 2, above.

13. Required Reports. VeoRide shall provide reports to the City concerning utilization of its bikes and bike route usage not less than quarterly.

14. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or Liability Company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.

15. Termination. Either party may terminate this Agreement due to the other party's material breach of this Agreement and such default continues for a period of thirty (30) days after written notice thereof has been given to the party in default by the other party.

Either party may, at its option, terminate this Agreement in the event of a material breach by the other party. Such termination may be affected only through a written notice to the breaching party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such thirty (30) day period.

Upon termination or expiration of this Agreement, VeoRide shall, at its sole cost and expense, immediately remove its property from the public ROWs.

16. Amendment. This Agreement may be amended by mutual Agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the parties.

17. Counterparts. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

18. Assignment. City may not assign this Agreement, or of any rights or obligations hereunder, without the prior written consent of VeoRide.

19. Binding Effect. This Agreement inures to the benefit of and will be binding upon the parties hereto and their respective heirs, legatees, administrators, executors, legal representative, successors and permitted assigns.

20. Entire Agreement. University of Arkansas Request for Proposal No. 674235 (the "RFP") and VeoRide's Proposal in response to the RFP ("Proposal") are hereby incorporated into this Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. In case of any inconsistency, conflict, or ambiguity among the documents comprising the Agreement, the documents shall govern in the following order: (1) this document; (2) the RFP; (3) the Proposal.

21. Governing Law. This Agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of Arkansas. Any litigation arising out of the Agreement or the relationship of the parties hereto must be brought in a court of competent jurisdiction in Washington County, Arkansas. Nothing in this Agreement shall be deemed or construed as a waiver of the sovereign immunity of the City of Fayetteville, or any other immunities available to the City or its officers, agents, or employees.

22. Severability. In the event any of the provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this Agreement shall then be construed and enforced in accordance with the remaining provisions hereof.

23. Remedies. In the event either party fails or refuses to comply with the terms of this Agreement, then the non-breaching party may seek any remedy available at law or in equity, and shall be entitled to recover its reasonable attorneys' fees in addition to any other remedy.

24. Legal Fees. Any legal controversy or legal claim arising out of or relating to this Agreement which results in litigation shall result in each party being solely responsible for its respective attorneys' fees and costs throughout the entire process of any and all proceedings.

25. Notice. Any notice required or permitted hereunder will be deemed effective when sent by electronic mail, or by certified mail, registered mail, or a signature confirmation service provided by the United States Postal Service, postage prepaid, or when sent by an overnight carrier as follows:

If to VeoRide, Inc.:
220 South Street, Ste. 202.
West Lafayette, IN 47906
Attention: Bowen (Candice) Xie
Email: candice.xie@veoride.com

If to City:
113 W. Mountain St.
Fayetteville, AR 72701
Attention: Fayetteville Sustainability Dept
Email: sustainability@fayetteville-ar.gov

With a copy to:
Corben Lee
250 Main Street
Lafayette, IN 47901
Email: corben.lee@gutweinlaw.com

With a copy to:
Fayetteville City Attorney
113 W. Mountain St.
Fayetteville, AR 72701
Email: city_attorney@fayetteville-ar.gov

or at such other address as either party may from time to time specify by notice hereunder. If notice is provided by electronic mail, the party sending the notice has the burden of demonstrating that the notice was received. This burden may be met by any written acknowledgment or electronic reply to the electronic message from the party receiving notice, excluding any automatic or computer-generated response.

26. Warranties. VeoRide warrants and represents that (i) all services will be provided in a professional and workmanlike manner consistent with or exceeding industry standards and (ii) it owns or controls all intellectual property rights necessary to the performance of this Agreement. These warranties are in addition to any other warranties provided in this Agreement or otherwise agreed upon in writing by the parties.

27. Non-Discrimination. VeoRide agrees to adhere to any and all applicable Federal and State laws and City ordinances, including laws pertaining to non-discrimination. In particular, consistent with the provisions of Act 954 of 1977, as amended and codified at Ark. Code Ann. § 25-17-101, and § 130.50, *et seq.*, of the Fayetteville Code of Ordinances, VeoRide agrees as follows: (a) VeoRide will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, national origin, sexual orientation or gender identity; (b) in all solicitations or advertisements for employees, VeoRide will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, national origin, sexual orientation or gender identity; (c) failure of VeoRide to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of contract and this contract may be canceled, terminated or suspended in whole or in part; (d) VeoRide will include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor.

The parties are signing this Agreement on the date stated in the introductory clause.

VEORIDE, INC.

By: 
Candice Xie, VP Business Development

Counterpart Signature Page to Memorandum of Understanding

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor Lioneld Jordan _____

Attest:

By: _____
Sondra E. Smith, City Clerk-Treasurer

Veoride Discount Plan

✓ With 50k/year (occurrence) to subsidize membership for Pedal Bike

Package Type	UA & FPS Students, faculty, and staff		Community Riders	
Type	Standard Price	Discounted Price	Standard Price	Discounted Price
Monthly Package	\$13.99	\$10	\$25.99	\$17
Yearly Package	\$48.99	\$35	\$99.99	\$70

EXHIBIT B

Description of VeoRide's Service Level Agreement

We have built the matrix below with performance indicators that best represents our model of bike sharing. We will report these metrics that help the City measure our success serving its residents and improving the mobility on City. We will maintain our bikes to be in an excellent state of cleanliness and repair, with a minimum of 90% of deployed bikes operable at any time.

Performance indicator	Description	Measurement Tool	Minimum Performance Standard	Reporting Frequency
Mobile application & service support portal	VeoRide mobile application and service support system fully operational	Uptime reporting	99.5% uptime.	quarterly
Bicycle distribution	Maps identifying trends in peak bike distribution	Maps showing aggregate usage patterns	Fleet will focus on serving City of Fayetteville and University of Arkansas Campus	quarterly
Bicycles in service	# of bikes in service	Daily uptime reports	Deploy and maintain a minimum of 290 standard smart bikes and 50 pedal electric assist smart bikes (customized e-bikes to be swapped with standard e-bikes or before November 1, 2018) bicycles in service in in any calendar month during the term of service.	quarterly

Report-responsive	Response time of improper bike parking / other problems communicated to City staff	Time relative to report logs	<p>Respond to emergency issues (such as accidents, casualties) within two (2) hours.</p> <p>Respond to non-emergency issues within two (2) hours during business hours between 8 am to 8 pm Monday through Friday and outside those hours within 24 business hours, except for State and Federal holidays.</p>	quarterly
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BX

#F2F2F4,
R:242 G:242 B:244
PANTONE P 179-1 U

#f1eedb
R:241 G:238 B:219
PANTONE P -9C



515252
PANTONE: 445C
R:81 G:83 B:83
Shale

9D2235
PANTONE: 201c
R:157 G:34 B:53
Razorback Red

000000
PANTONE: Black 6C
R:0 G:0 B:0
Black

FFCC00
PANTONE: 116C
R:255 G:205 B:3
Sunshine

***PROPOSAL TO PROVIDE
BIKE SHARE PROGRAM
FOR UNIVERSITY OF ARKANSAS
REQUEST FOR PROPOSAL No. 674235
DUE DATE: MAY 17th, 2018 2:30 PM (CST)***

Contact Information:

Candice (Bowen) Xie

Co-Founder and VP Business Development of VeoRide Inc.

220 South St. Ste. 202, West Lafayette, IN 47906

Phone: (765) 838-9861

Email: candice.xie@veoride.com



VeoRide

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Cover Letter

On behalf of VeoRide, we would like to provide this proposal to provide a Bike Share Program for University of Arkansas as described in your Request for Proposal (RFP) No. 674235. We propose to start the Bike Share Program in August 2018, with 350 smart bicycles, 50 electric assisted bikes (E-bikes), and a full operations and maintenance team located in the University of Arkansas area.

VeoRide is a smart and sustainable bike sharing company based in West Lafayette, Indiana. VeoRide designs and manufactures our own bicycles, hardware, and software system to provide a greener and healthier mode of urban transportation. We strive to build the best Bike Share Program experience that engages riders to enrich their communities. The VeoRide team is comprised of bike experts, urban planners, business professionals, energetic operators, and engineers with experience from a tech company, the bike industry, and the transportation sector.

We are proud to offer a scalable service that does not need any CapEx costs for program set-up or any other fees from University of Arkansas. Our Bike Share Program is self-sufficient from revenue collected from riders.

VeoRide's Bike Share Program system consists of premium bicycles, smart hardware, an intelligent application (app), a sophisticated information management system, and 24/7 operations. We offer four diverse types of bicycles to accommodate riders with all needs. In addition to our industry leading VeoRide "Green Bike", we offer pedal-assisted bicycles, tricycles, and recumbent handcycles.

VeoRide is available for all students, residents, and visitors to University of Arkansas and community, and they can use our single app across any location where VeoRide is available. Our bike rental fees are competitive within the industry and we offer exclusive discounts for students, as well as a discounted ridership program. Our system can accommodate those that do not have a credit card and those without mobile phones. We are confident VeoRide offers a Bike Share Program system for all to participate in, regardless of economic or physical limitations.

We are determined to consistently improve our technology and upgrade our service. Our technology makes it simple to expand capabilities and numbers of bicycles. VeoRide can expand or reduce designated shared bike parking areas quickly and easily to accommodate large crowds at major events.

VeoRide strives to hire our onsite staff from the local community for maintenance, operational support, and rider outreach. This local staff will be the direct contact to VeoRide with University of Arkansas contacts after the initial rollout. We are looking forward to a productive partnership with the University of Arkansas to customize and adopt a plan that fits the unique needs of your campus and surrounding community.

VeoRide first launched the Bike Share program in the city of West Lafayette with 160 bikes, serving a community with a population greater than 90,000. VeoRide now deploys its program in Indiana, Illinois, New Hampshire, Iowa, and Kansas. Today, we look forward to presenting our innovative, convenient, and intuitive Bike Share system to the University of Arkansas. We appreciate any feedback and look forward to hearing from you. The undersigned is the VeoRide authorized agent for the

submission of this proposal. Thank you.

Sincerely,



Candice (Bowen) Xie

Co-Founder and VP Business Development of VeoRide Inc.

Phone: (765) 838-9861

Facsimile: (765) 463-3501

Email: candice.xie@veoride.com



Infrastructure and Technology of the System

VeoRide’s Bike Share Program system consists of premium bicycles, smart hardware, an intelligent application (app), sophisticated information management system and 24/7 operations, which comes at zero cost for the University of Arkansas. VeoRide app allows real-time communication, so riders can track bicycle allocations, reserve available bicycles, complete transactions, check their riding history, submit feedback and participate in promotional activities, along with other features. Riders can pick up a bicycle from the closest bike rack or parking area as shown on the mobile app and return it to the nearest bicycle rack or parking area at their destination. Adaptive technologies and bicycles are available, and VeoRide will embark on this journey together with the University of Arkansas to ensure the Bike Share Program’s success.

The VeoRide bike share program will not require any upfront cost or annual fees from University of Arkansas to set up, operate, and expand the bike share program. VeoRide will be responsible for all costs for the deployment, operation, maintenance, and recycling.

A.i. Scope of Initial Implementation

VeoRide looks forward to working with the University of Arkansas and the City of Fayetteville to implement the initial installation of 350 standard bikes and 50 Electric Assisted bikes with ADA compliance bikes in optional plan. The number of bike is totally negotiable and we are open to further discussion with the city and university. Our planning team has developed a phased implementation plan including Pilot Phase, Official Launch Phase, and Program Expansion Phase to increase the size of the system according to the usage and demand.

Phase	Number of Standard Bikes in Operations	Number of E-Bikes (Electric-Assisted) in Operation	Launch Timeline
Initial Installation	350	50	August 2018

Geo-fenced Areas

VeoRide is one of the earliest adopters of geo-fencing technology. It enables our system to control the bike fleet within a defined service boundary. A user can even pick up a bike and ride it wherever they want outside the boundary, they just have to bring it back to the service area to lock the bike and end their trip until they bring it back to the service area. If the users insist on dropping the bike outside the geo-fenced boundary, the bike collecting fee will be applied to discourage them continuing to do so in the future. The same technology can be applied to set-up a controlled parking zone. For example, if you would like to keep users from parking their bikes around a park because of special events, we can create such boundary in the system. This is called a controlled parking zone. If such settings are applied, then users won’t be able to drop their bike off in this area. If they do choose to leave the bike there, they will have to pay an additional fee.

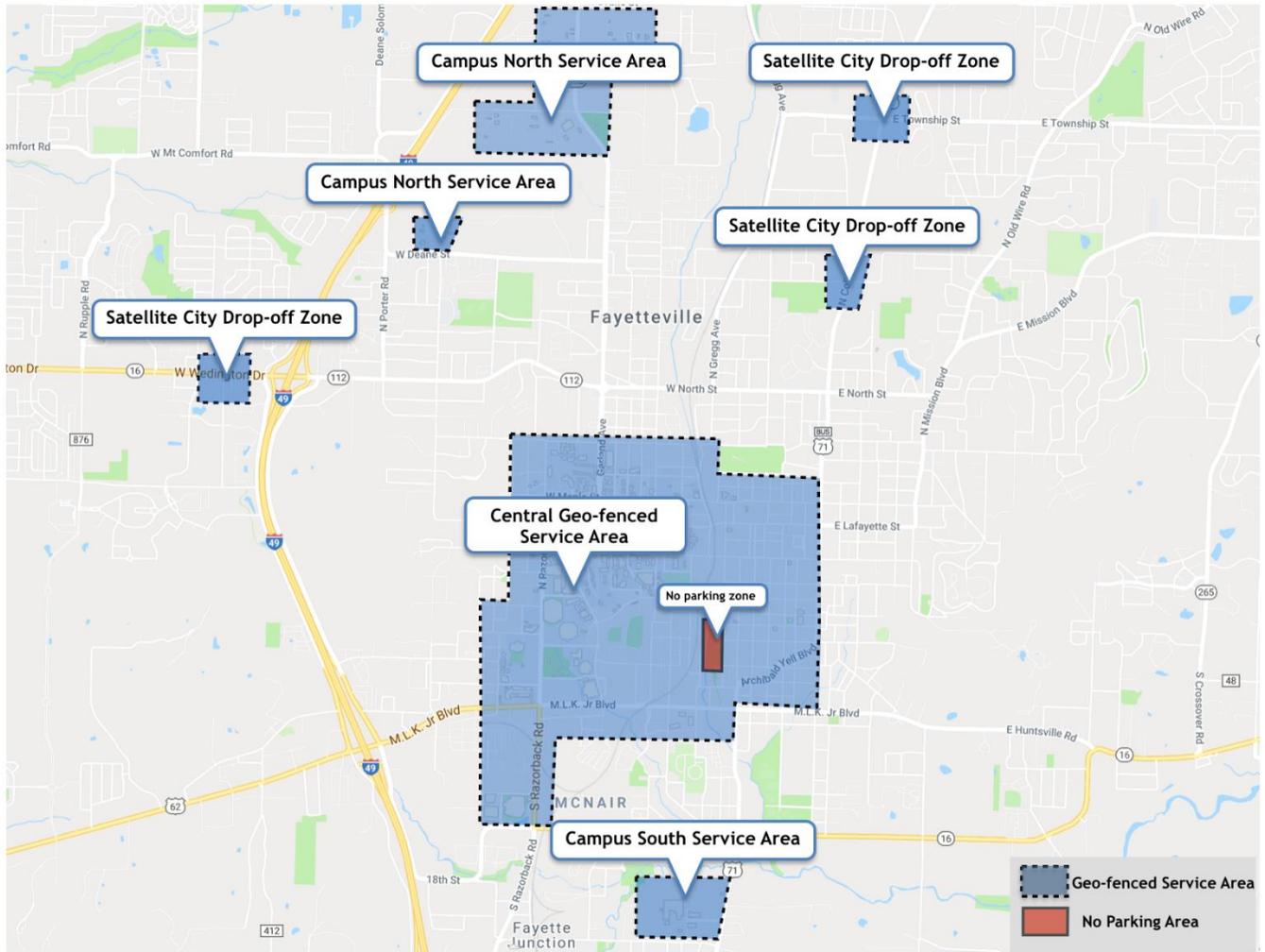


Figure 1-Proposed Initial Geo-fenced service boundary for University of Arkansas

Virtual Stations

If the University of Arkansas would like to further control the bike fleet without having a free-floating model, we have developed a technology to offer the option to set up such virtual stations, which means the users have to return the bikes to certain locations in order to end their trip.

Our planning team has developed the map below to suggest initial placement for said virtual stations. These are not required locations, but a recommendation, and we would talk to University of Arkansas and the City of Fayetteville before finalizing these locations. Besides setting up the virtual stations, we would also place clear signage or add additional bike racks at these locations, all at no cost to the University of Arkansas.

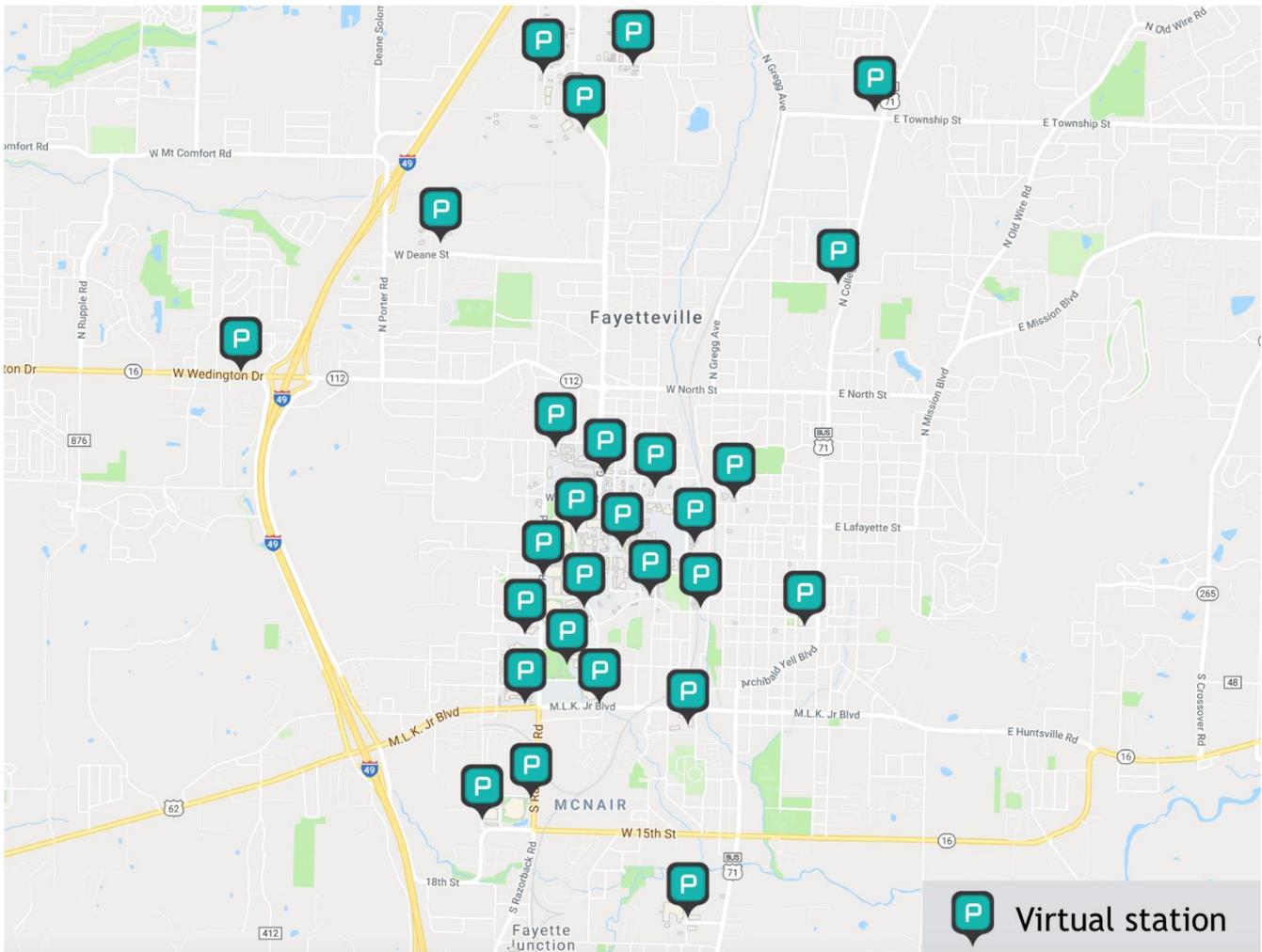


Figure 2-Proposed Virtual Stations Placement Map for University of Arkansas

Of course, geo-fenced areas and Virtual Stations only work if users know about them! At VeoRide, we want to make sure that Bikeshare users are educated about VeoRide rules and policies before they use a bicycle. Several of the in-app notifications that we use include:

- When the user signs up, there will be a pop-up window showing the proper way to park a bicycle
- When the user parks their bikes in a “No Parking” zone, VeoRide sends the user an in-app notification to remind them to park elsewhere
- When a user parks their bicycle outside of a Virtual Station, they will receive an in-app notification reminding them to park within a Virtual Station

A.ii. Bicycles and Equipment

The Bicycle

VeoRide’s flagship “green machine” is designed for comfort, accountability and accessibility. With this mission, the smart bicycle design incorporates a solar-powered wireless connection and a GPS-equipped locking mechanism.

For the rider’s safety, our design integrates a lighting system with a white headlight, a red tail-light, and reflective wheel markings on all sides. The versatile frame has an adjustable seat post with recommended settings for various rider heights and is secured with anti-theft hardware. The bicycle has a modern design with a rust-resistant, all-aluminum alloy, bicycle frame embedded with smart technologies.

Our bicycle features the Shimano Nexus 7-speed internal gear hub, tamper proof solid tires and an ultra-comfort saddle to maximize comfort and meet riders’ demands. The bicycle weighs only 32.2 pounds, making it easy for riders of all sizes to handle.

At VeoRide we work hard to stand apart from the competition. Below are a couple of ways that we shine:

Feature	Veoride Bikes	Competitor Bikes
Headset/Stem	Integrated headset with embedded RFID reader	Off-the-shelf headset without any technology
Hand Grips	Anti-theft hand grips	Flimsy hand grips that can easily come off or be removed/damaged
Bike Seat	Our silicon-molded bike saddle seat is formed as a whole piece, which offers an exceptional level of comfort and wear resistance	Regular bike saddle with covered pad that is glued or stitched to the form base. Disadvantages: (1) Covered pad could be peeled off (2) Once the pad is damaged, the form inside will be exposed and corroded
Seat Post	Seat can be adjusted to fit users up to 6’5” to ride comfortably. Seat post is marked with common heights for quick adjustments.	Seat does not adjust high enough even for 6’2”
Tire	Rubber-like solid Run-Flat tire with proprietary chemicals for enhancing the riding experience	Regular solid tire with limited/no absorption of vibration
Cable routing	Internal brake/shifting cable route from the handlebar to the rear brake/gear shifting hub	Cables are externally attached to frame, which are exposed to the elements and vandalism, leaving an eyesore.
Spokes	Reinforced and strengthened stainless steel bike spokes	Traditional bike spokes which are more susceptible to breakage and rust

Protection for brake and shifter	Protective shield for brake , and a shifter on the handlebar to protect the brake/shifter from being damaged when the bike is dropped or falls to the ground	Brake and shifter on the handlebar are exposed, and can be damaged by elements and drops or falls
Safety Skirt Guard	Safety skirt guard designed to protect riders who wear long skirts from being jammed by spinning wheel	Most dockless bikes don't have a skirt guard

Table 1- Key Differences between VeoRide Bike 3.0 and Competitors' Bikes



Figure 3- VeoRide Bicycle Dimensions

Bike Customization

A successful Bike Share Program is aligned with the campus's values, which is explicitly expressed by its branding color and logos. With the goal of becoming a stunning part of the campus, at no additional cost VeoRide provides fully-customized bike for the community to demonstrate its spirit and brand with VeoRide. Please find the specially customized bike below. The final design will be reviewed and approved by all related parties before mass production.



Figure 4-Example of how VeoRide bicycles can be customized for University of Arkansas

Shortest Lead Time for Fully-Customized Bikes

VeoRide offers fully customized colors, graphics, decals, even components, but still has the shortest lead time in the Bike Share industry when building a Bike Share Program with customized colors, graphics, decals, even components, for campuses. The industry standard for bringing in a bike share program with such customized level (including customizing bike color, decal, and graphic) normally takes a vendor between 3-6 months. VeoRide typically only needs four weeks from contract award to bike system deployment.

Manufacturer

Most importantly, VeoRide has a long-term relationship with one of the largest bicycle manufacturers in the world, XDS Bicycle, which supplies world-renowned brands such as Trek, GT, and Cannondale. Our well-established relationship with XDS Bicycle ensures high-quality support for every model of VeoRide bicycles. VeoRide bicycles are manufactured by XDS Bicycle in Shenzhen, China.

Testing

Through years of research in material science and advanced manufacturing, VeoRide's bicycles are 25% lighter and sturdier than traditional bike share bicycles.

VeoRide bicycles have undergone and passed the most stringent US bicycle tests to provide our partners and riders with peace of mind. SGS, the world's leading testing and certification company has certified that VeoRide bicycles meet the standards outlined in ISO 43.150, CPSIA, 16 CFR 1512, and ANSI Z315.1.

We continue to innovate and upgrade our bicycle every two to three months so that our product continues to lead in the bike share industry.



Sustainability

VeoRide is committed to adopting sustainable approaches throughout the product life-cycle.

- 95% of the bicycle frame and components are reclaimable after the end of life
- VeoRide is the **only** company in the bike share industry to utilize water-based painting technology to minimize environmental impact during the coating and painting process

- Hire sustainability consultants to implement lifecycle assessments to evaluate environmental impact associated with the whole manufacturing process
- Use of electric commercial vehicles, such as Nissan NV1500 Cargo Van, for daily operations to reduce carbon footprint



The Smart Lock

Our lives are more and more connected to the internet, as consumers are investing in the Internet of Things (IoT). To embrace today's era of IoT, VeoRide's mission is to present an innovative and well-connected Bike Share Program service. By scanning the QR code label on the bicycle, riders quickly unlock the bicycle within three seconds without even having to touch any part of the bicycle. Our locking process doesn't need users to enter passwords on a keypad or use bulky traditional bicycle locks to secure the bicycle anymore. Instead, the smart lock only has one push button that allows riders to lock the bicycle securely and effortlessly to a bicycle rack or lock the bicycle to itself for dockless parking.



Figure 5-The VeoRide Smart Lock is Easy to Lock, Stow and Operate

The GPS and Cellular modules provide the geolocation of each VeoRide bicycle, so users can locate, track and ride any bicycle on the map. The bicycle has chip-size accelerometers, magnetometers, and a micro-controller unit, which enable the system to update its status to the cloud anytime.

- 4G/LTE network**
Enable seamless communication between bikes and servers
- Gyroscope Sensor**
Detect bikes lying down on the street
– Extremely useful for locating misplaced bikes
- Bluetooth 4.0**
Enable stable wireless connection between mobile phone and the lock
- Accelerometer**
Detect any abnormal movement and notify operations team timely



- GPS**
Keep track the locations of each bike anytime
- Battery**
Guarantee the lock works functionally for over two months without any external charging
- Durability**
Ensure functionality in any weather conditions, such as rain, ice, and temperature
- RFID technology**
Allow users to unlock the bike simply with key fobs or RFID cards

Figure 6-Integrated VeoRide Smart Lock



VeoRide also offers an option for the University to change to a smart lock with a heavy-duty security cable that allows user to lock the bike to a rack, if desired. The system requires users to complete two steps to finish their trips, firstly push the slider to lock the bike to itself, then attach the security cable to a bike rack. If such system were applied, it could increase the awareness of proper bike parking and provides additional security control on the bike fleet.

Figure 7-The VeoRide Smart Lock with Security Chain

Sensor to Detect Bikes Laying Down

One of the major concerns for a campus looking to implement a Bike Share Program is bikes laying down and blocking sidewalks and walkways. Our engineering team has developed a new sensor used in our smart lock. This sensor is able to detect whether the bike is standing upright or lying down.

If the bike is lying down, the system will automatically label the bike in red (as the figure shown below) and inform our fleet technicians. Results from testing this feature show that implementing such technology can tremendously improve street parking for our bike fleet and make operations much more efficient.

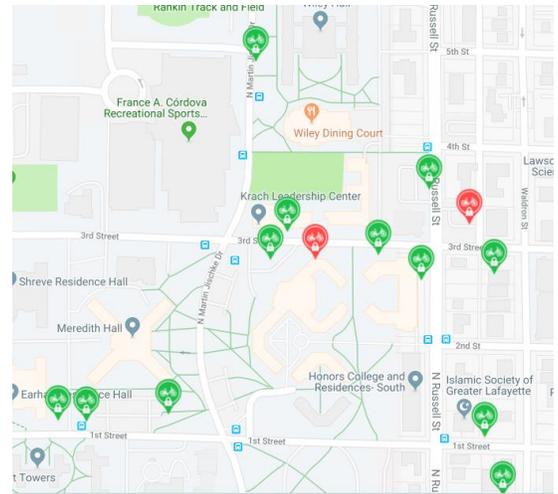


Figure 8-Screenshot of our management system

Physical Parking Equipment

As for parking area placement, VeoRide will work with University of Arkansas to setup designated shared bike parking zone, in order to:

1. Create additional bike parking spots in popular drop-off locations
2. Save parking space for the existing bike racks
3. Promote and educate users to park their bikes responsibly
4. Easier for users to find and pick-up bikes

VeoRide also offers **two options** to install a designated physical bike parking zone:

1. **Option 1:** Removable painted designated parking locations
2. **Option 2:** Standard bike racks with clear bike parking signage

Both of these two parking approaches are very modular and flexible to install. We can work with University of Arkansas to ensure the product compliance with local guidance.

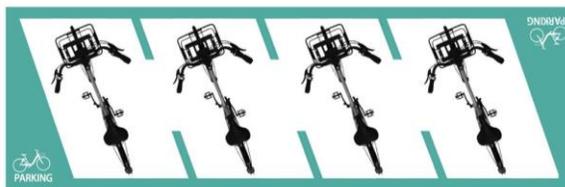


Figure 9-Examples of designated painted area and bike racks for shared bikes parking

A.iii. System Modularity and Expansion Capabilities

Adaptability After Launch

One of the best parts of using a dockless Bike Share Program system is the fact that the system can be easily modified after launching the program. Geo-fenced areas and Virtual Stations can be easily adjusted and relocated for seasons or temporary events.

Users can be notified of these changes by Inbox message, email, or text message. For more information on adjustments to the system, please see the “Redistribution” section below.

Downtown Expansion Opportunities

As the Bike Share Program gains in popularity, VeoRide would be happy to work with the City of Fayetteville and University of Arkansas to expand the Bike Share Program. Below is the proposed expansion path as recommended by VeoRide:

Phase	Number of Standard Bikes in Operations	Number of E-Bikes (Electric-Assisted) in Operations	Launch Timeline
Phase I	350	50	August 2018
Phase II	500	100	Spring 2019
Phase III	700	300	Summer 2019

Table 2 – Future Expansion

Product Line Extensions

Besides the standard pedal bike shown above, VeoRide offers a variety of products to University of Arkansas including electric-assisted bikes, fat-tire bikes, and cargo bikes.



Figure 10-The VeoRide Electric-assisted bike - Smart Commuter

Smart Commuter is our flagship Bike Share Program electric-assisted bicycle (E-bike) which is designed for sweat-free pedaling, extreme durability, and the ultimate riding experience. The front-drive motor can assist user to pedal up to 18 miles per hour. Its embedded torque sensor enables the system to calculate how hard riders pedal so that the motor can output the exact power to assist the rider, such as when going uphill. Equipped with a large capacity lithium battery, the motor can run up to 68 miles on a single charge, and our operations team will swap the battery when it needs to be charged. The basket on the rear rack can support forty pounds. Without relying on setting up any physical charging stations on the street, it will become a great add-on to our standard bike fleet and every user can access the bike using the same VeoRide mobile App.



Figure 11-The VeoRide Fat Tire Bike - RockPower

RockPower is the first fat-tire bike we will launch this fall. VeoRide is the only company in the US to introduce a community shared fat tire bike. We are happy to bring it to the University of Arkansas, and share this exciting product with the campus. By introducing diverse types of shared bikes, the Bike Share Program can attract more students, not only for getting from point A to point B, but also for riding for fun.

A.iv. Safety Features

VeoRide prides ourselves on offering a system designed for rider's enjoyment and safety. This starts with great design and high quality. As noted in Section A.ii above, our design uses the below features to keep riders safe:

- A lighting system with an automatic white headlight powered by integrated solar panel on top of the light module, a red tail-light, and reflective wheel markings on all sides
- Versatile frame with an adjustable seat post with recommended settings for various rider heights and secured with anti-theft hardware
- The bicycle has a modern design with a rust-resistant, all-aluminum alloy, bicycle frame
- Run flat tamper proof solid tires consisting of solid foam and rubber
- Internal cable routing from the handlebar to the rear brake/gear shifting hub to prevent any chances for cables to interfere with the rider
- Safety skirt guard designed to protect riders who wear long skirts from being jammed by spinning wheel
- The bike is equipped with a drum brake, which provide consistent braking in wet or dirty conditions since the mechanism is fully enclosed

A.v. Reporting Features

Our goal is to seamlessly integrate the Bike Share Program into the University of Arkansas. By ensuring the best quality of service, and helping our community partner to identify opportunities to improve infrastructure, VeoRide will provide a monthly report, or on an ad hoc basis, that includes:

- System Utilization
- Ridership data/statistics
- Membership levels
- Total calories burned by riders
- Estimated CO2 reduction
- Revenue and membership data
- Crash/accident/damage/incident data
- Bicycle and kiosk maintenance data
- Station rebalancing data
- Customer complaints and feedback
- Bike distribution
- Total miles covered by riders

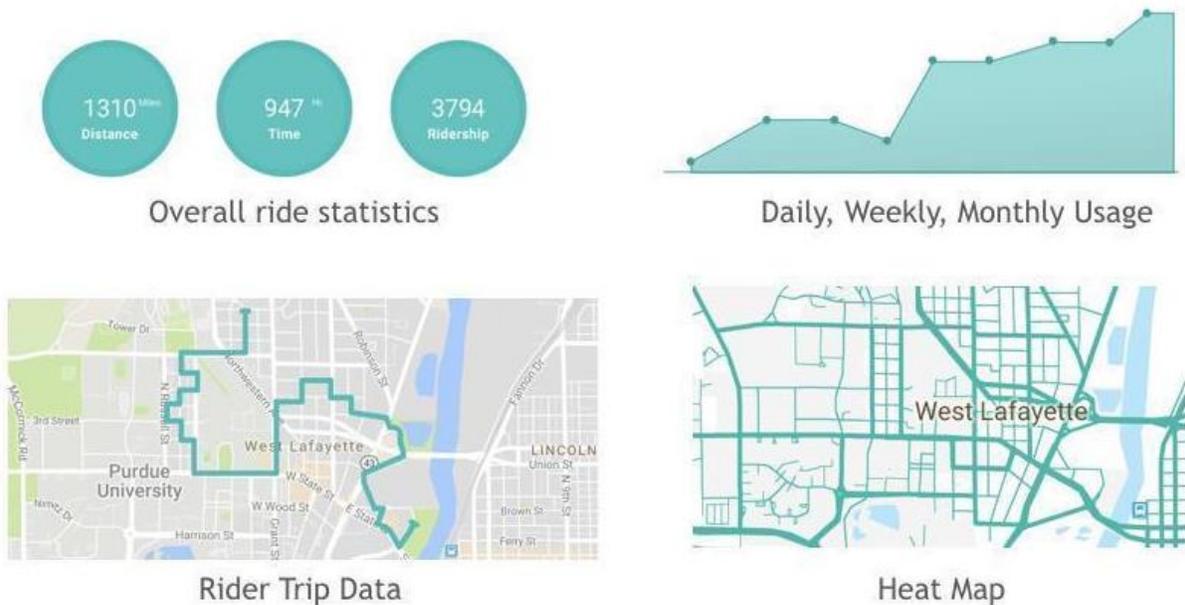
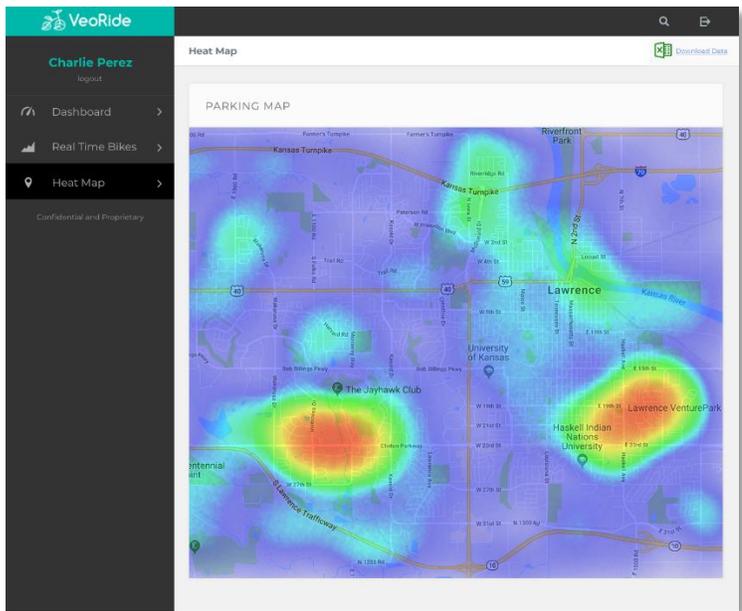
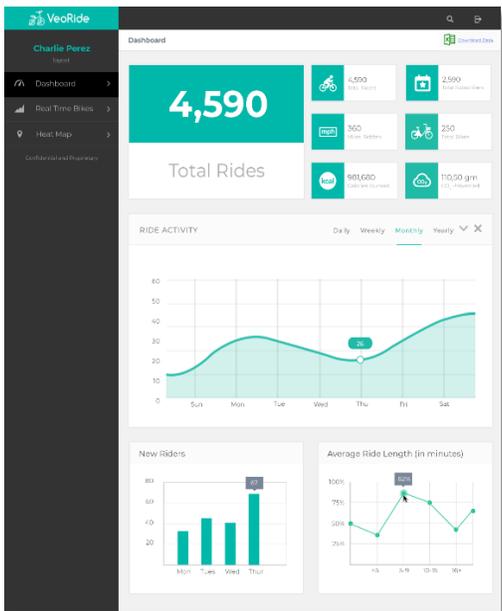


Figure 14-Example of Data Reporting That will be Shared

Data Dashboard Portal

In order to let our partner community better understand the usage and share the success of the program, we will provide the full-service data dashboard access with the real-time information, including number of rides, users, heat map etc.



Management Portal

VeoRide provides powerful tools to help our operations team to manage the bicycle fleet, rider's data, and maintenance/operations. Administrators and operators can track all bikes, users, transactions, maintenance, and system usage through the powerful management tool.

The following screenshots are actual system displays from our operational Bike Share system in West Lafayette, IN.

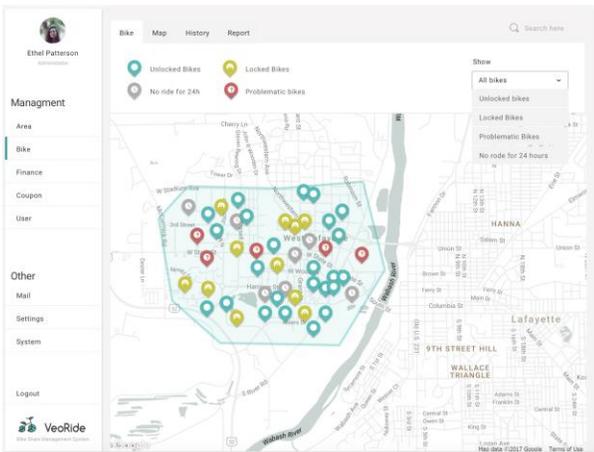


Figure 15-Bike Distribution Map

Real-time view and bike distribution management along with status, and locations

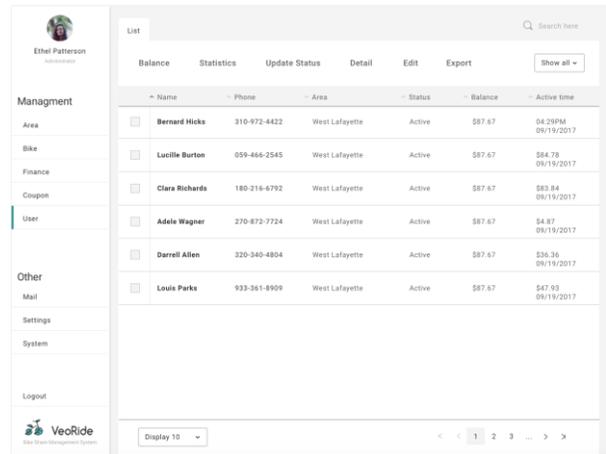


Figure 16-User management

Manage user profiles, account balance, ride history, and direct communications

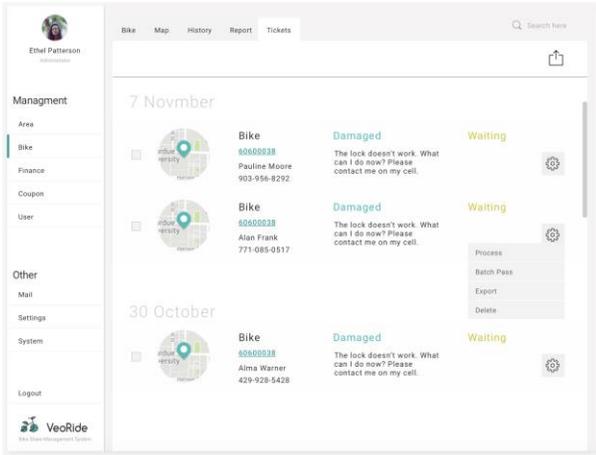


Figure 17-Ridership Dashboard

Operators can create, track, manage and resolve maintenance and customer issues

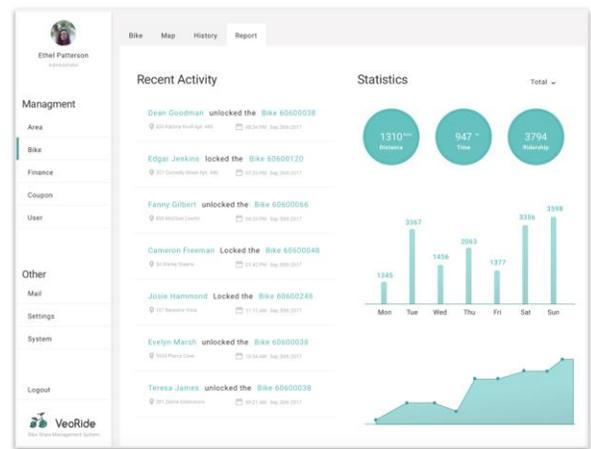


Figure 18-Report Ticket System

Real-time tracking of ridership, number of users, bikes, and activities

A.vi. Power Requirements

- VeoRide Pedal Bike: Use solar power for the smart lock, front-light, tail-light
- VeoRide E-bike: Use re-chargeable lithium battery to power all the units in the bike



A.vii. Accessibility and the Americans with Disabilities Act

VeoRide is committed to making the Bike Share Program accessible to everyone, including senior adults and people with disabilities. We are putting huge efforts into researching and developing adaptable bikes for different people with diverse needs. VeoRide can provide ADA accessible bikes for those with physical limitations and seamlessly integrate this equipment into the broader shared bikes system. We can provide side-by-side, tricycle and recumbent handcycles. Our deployment schedule for these types of bicycles are shown below.

Type of Bike	Description	Availability	Suggested Number of Bikes in Operation
Side-By-Side	This product is designed for people who have difficulties in pedaling the bike.	As requested	100 VeoRide bike to 1 VeoRide Side-by-side bike
Tricycle	This product is designed for people who have difficulties in balancing the bicycle.	As requested	200 VeoRide Bike to 1 VeoRide Tricycle
Recumbent Handcycle	This product is specially designed for people who have a physical limitation on the lower part of their body.	As requested	200 VeoRide bike to 1 VeoRide Handcycle

Table 3 - VeoRide Offers Bicycles for All Riders Regardless of Physical Limitations



Figure 19-VeoRide Offers Handcycles for People with Physical Limitations

A.viii. The Mobile Application

A standard user’s riding experience starts by downloading VeoRide’s mobile app from the Apple Store or Google Play onto their smartphones (iOS or Android).

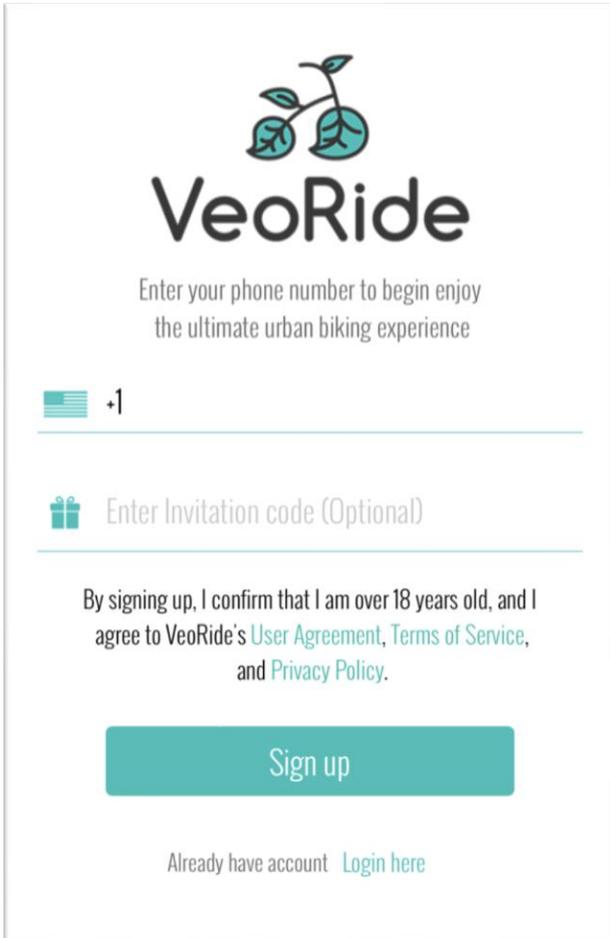


Figure 20-Signing up for the VeoRide Mobile Application

The user then registers their account with their phone number and email address (optional), adds their payment information, and accepts the user agreement.

Once the user selects the “sign up” button in the app, they will automatically sign the legal waiver, user agreement, and terms of use. VeoRide can work with University of Arkansas to integrate any legal waivers that the university may require (see screenshot at left).

After registration, the App guides users through a simple onboarding process explaining how to use the system and how to park shared bikes properly (for more information on how users are notified of bicycle parking rules and policies, please see below section “System Operation”).

Users can get access to our bike share system with only three steps (see the in-app screenshots below).

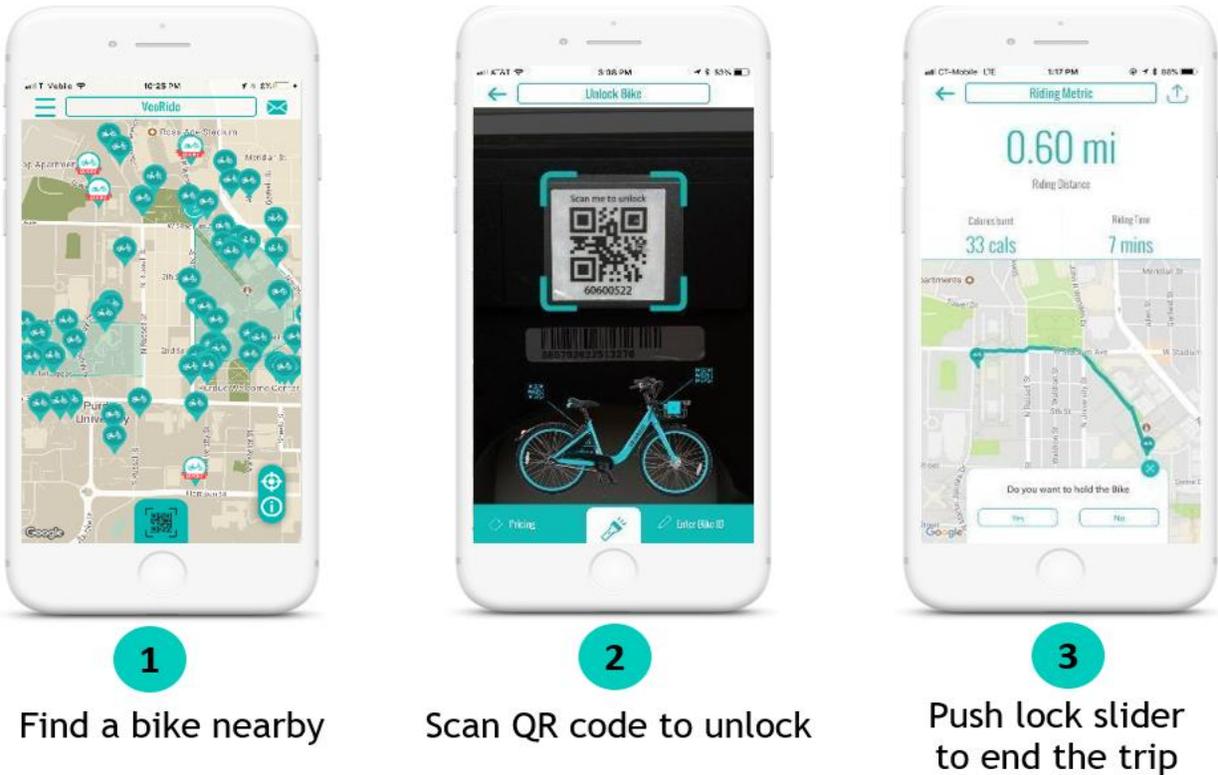


Figure 21-The VeoRide Mobile App is Simple to Use

The user can then find bike locations on the map interface. Before starting the first ride, the Mobile App will guide users to enter their credit card information. VeoRide will work to continuously improve the app and will be responsible for maintenance and upgrades.

Please see below example screenshots showing how the user can reserve a bike, hold a bike, retrieve a a

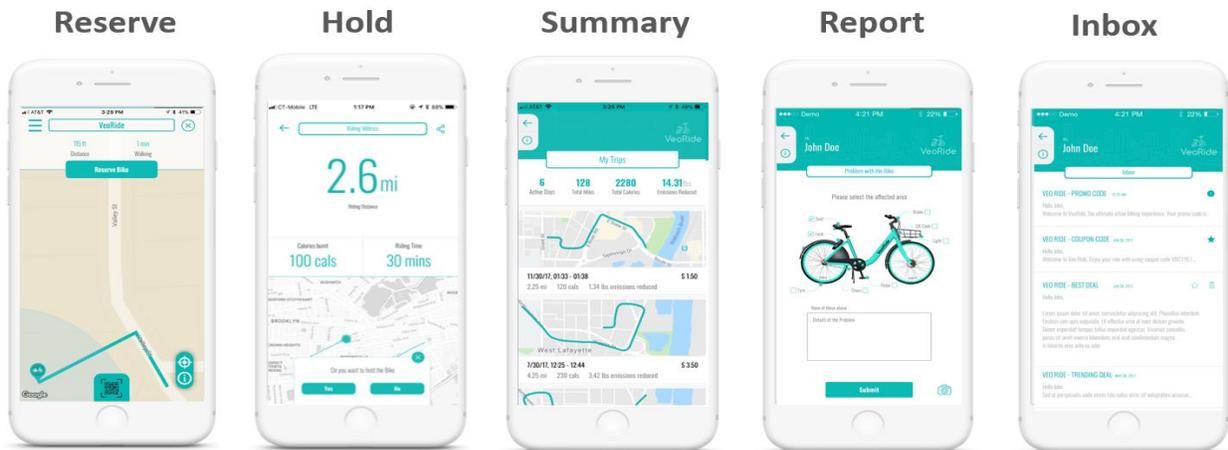
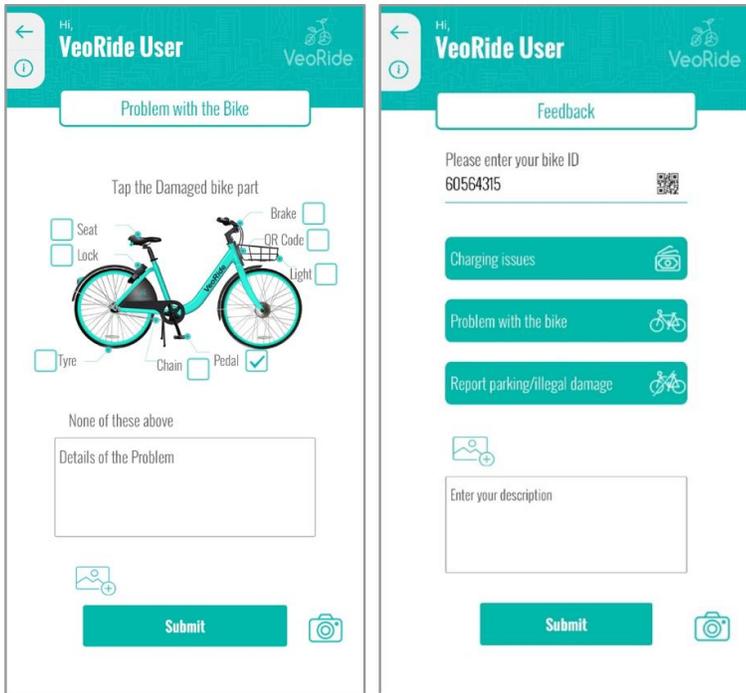


Figure 22-Various Screens with the Mobile Application

summary of their ride, report any issues, and check their in-App message inbox.



VeoRide users can also easily report any damage or issues with the bikes, as seen in the screenshots at the left.

Figure 23-Example Views

A.ix. Warranty Information

VeoRide bikes come with a full warranty – see below for warranties:

System Components	Warranty Provider	Length of Warranty
Frame & Fork	Bicycle Manufacturer (XDS Bicycle)	5 Full Years
Chain	Components Vendors	1 Full Year
Brake	Components vendor (Shimano)	2 Full Years
Shifting system	Components vendor (Shimano)	2 Full Years
Lighting system	Components vendors	12 Months
Smart Lock	Hardware Vendors	12 Months
Fenders, Wheels, Spokes	Components Vendors	12 to 18 Months
Handlebar grip, saddle, and other soft goods	Components Vendors	12 Months

Table 4 - VeoRide Bicycles Come with Full Warranty Service

Operations and Maintenance

B.i. Equipment and Level of Staffing

VeoRide is dedicated to hiring local and passionate cycling and transportation advocates or students who have knowledge and experience working in cycling, transit, operations management, and with various niche communities across the University of Arkansas. While getting support from our central team, the VeoRide University of Arkansas team will be hired and trained locally to service this Bike Share Program.

To provide more green jobs locally and eliminate the need for capital investment for bike maintenance, VeoRide hires experienced bicycle maintenance professionals from the local community. We will also partner with local bicycle shops (such as The Bike Route, Good Bikes, or The Handle Bar) to conduct bicycle maintenance offsite on a regular basis. We offer bike maintenance staff detailed technical training on product knowledge base, bicycle assembly, component repair, and adjustment.

The local team members include:

Position	Responsibilities
<p>General Manager (GM)</p>	<p>A full-time professional hired locally who will be the main point-of-contact for University of Arkansas. Responsibilities include:</p> <ul style="list-style-type: none"> ● Day-to-day operations ● Fleet staff management ● Facilities management ● Field operations management ● Physical assets management ● User-issues troubleshooting ● Liaison with Stakeholders ● Staffing ● Interface with the Public <p>(General Manager will work 40 hours/week, and be on call for emergencies at all times. The GM will receive a salary at a competitive rate ranging from \$40,000 - \$65,000 per year, depending on the candidate’s past experience.)</p>
<p>Program Ambassador</p>	<p>University of Arkansas student or local resident whose key responsibilities include:</p> <ul style="list-style-type: none"> ● Interacting with the Public ● Events and Conferences ● Customer Service Support ● Community Outreach

	(Ambassador will be paid an hourly rate ranging between \$10-\$13/hour. Each ambassador will be expected to take 2 - 3 shifts a week, with each shift being 4 hours).
Fleet Technician	<p>Student or local resident whose key responsibilities include:</p> <ul style="list-style-type: none"> ● Rebalancing ● Collect damaged bikes ● Re-park misplaced bikes ● Preventive Maintenance checks <p>(Technician will be paid an hourly rate ranging between \$10-\$13/hour. Each technician will be expected to take 3 - 4 shifts a week, with each shift being 2 – 3 hours).</p>
Mechanics	<p>Student or local resident whose key responsibilities include:</p> <ul style="list-style-type: none"> ● Maintenance ● Repair <p>(Mechanics will be paid an hourly rate ranging between \$10-\$13/hour. Each mechanic will be expected to take 2 - 3 shifts a week, with each shift being 4 hours).</p>

Table 5 – VeoRide Project Personnel

Staffing Levels for Each Phase

Phase	Number of General Mangers	Number of Program Ambassadors	Number of Fleet Technicians	Number of Mechanics
Phase I	1	2	3-5	2
Phase II	1	3	5-7	3
Phase III	1	4	8-10	5

Table 6– VeoRide Project Personnel Staffing Levels

Staffing model will be adjusted to meet all the required metrics from the university and city, including response time, bike parking, rebalancing, and bicycle uptime percentage, etc.

B.ii. Maintenance and Infrastructure

Maintenance Software

VeoRide’s web-based tools manage all bicycle repair and inspection schedules, which are monitored in real-time by VeoRide’s local General Manager and mechanics. All bicycle maintenance and inspections records will be documented, including detailed maintenance reports, status of the maintenance reports, maintenance history logs, and upcoming inspection schedules.

Maintenance Protocol

Preventative maintenance involves performing equipment inspections according to the Bicycle Inspection Checklist and includes a set of minor tasks that are performed regularly on bicycles that are otherwise in rideable conditions.

Maintenance & Operations	Schedule	Location
Patrol for inappropriate bike parking	Daily	On-Site
Visual Walk-around for any obvious immediate issue	Daily	On-site
Bicycle Inspection	Daily / Weekly	On-Site
Prevention Maintenance and Tune-Ups	Quarterly	Facility
Clean-up Alert or Notification	As needed	On-Site
Address Repair Upon Notification	As needed	On-Site
Replacement Parts and Bicycles	As needed	Facility
Web and Mobile Updates	On-Going	Wireless
Mount bicycle and test front and rear brake levers to ensure their functionality	Daily / Weekly	On-Site / Facility
Inspect chain drive for proper functioning and lubrication	Daily / Weekly	On-Site / Facility
Inspecting handlebar for proper centering and tightness	Daily / Weekly	On-Site / Facility
Inspecting brakes for excessive wear and ensure proper working order	Weekly	On-Site / Facility
Spin front and rear wheels to check for rubbing and wobbling	Daily/Weekly	On-site/Facility
Dismount bicycle and lift rear wheel to test crankshaft and chain for smooth operation	Daily/Weekly	On-site/Facility
Check seat tightness and seat quick release	Daily / Weekly	On-Site / Facility
Ensure hand grips are secure	Daily / Weekly	On-site
Inspect shifters for proper functioning	Daily / Weekly	On-Site / Facility
Check basket and solar panel for loose or broken components	Daily / Weekly	On-Site / Facility
Inspect headlight and taillight working condition	Daily / Weekly	On-Site / Facility
Test locking/unlocking mechanism using mobile application	Daily / Weekly	On-Site / Facility
Ensure accessories such as basket, bell, and advertising components are properly attached	Weekly	On-site/Facility
Test kickstand for proper function	Daily/Weekly	On-site
Clean all visible dirt on the bike	Weekly	On-Site / Facility
Check frame for damage, cracks, and dents	Weekly	On-Site / Facility

Table 7 - Our Preventive Maintenance Plan Ensures that Performance Indicators are Achieved

For off-site maintenance, our operation patrol team picks up damaged bicycles and sends them to our partner bicycle shops. Our dedicated Bicycle technicians will repair the bike within 48 hours. Once the damaged bicycles are fully repaired, we re-distribute them once they have passed our detailed inspections. To ensure our bicycles always provide the best riding experience, our maintenance service also offers the following benefits:

1. Comprehensive 35-point maintenance checks monthly for every bicycle.
2. Immediate remote disabling of damaged bicycles and label for maintenance.
3. Provide simple online user manuals so cyclists can tune and adjust the bicycles as they need.
4. Daily visual inspection of our bicycles.
5. Document each bicycle's maintenance history and analyze product service data in our system.

Bicycles Needing Maintenance

The local General Manager will monitor the bicycles fleet and can immediately change problematic bikes to "Error" mode. The bike location icon will disappear from the map and the App will show an "Under Maintenance" notice if a user tries to unlock it. If the bike is reported by three different customers, it will automatically change into "Under Maintenance" and disappear from the map of usable bikes.

Bicycle Uptime of 90%

Through the above maintenance protocol VeoRide will ensure that at least 90% of bicycles are available and operable at all times. In the unlikely event that the percentage of operable bicycles is below 90% for over a week, VeoRide will ship extra bikes from our central warehouse in Chicago to the University of Arkansas to maintain a 90% operable rate.

Replacing Bike Parking Equipment

In case bike racks or painted bike parking needs to be replaced, standard bike racks can be replaced within 6-8 business days, and painted bike parking can be replaced within 2-3 business days.

Emergency Events

VeoRide's equipment is designed to withstand emergency events. Since the locking and communications technology are located on the bicycle itself, VeoRide can easily locate and quickly remove bicycles. Given sufficient time, VeoRide's operations team will bring as much of the fleet as possible to safer locations either to the warehouse or higher ground. VeoRide can customize our Standard Operations Procedure and Emergency Preparedness Plan with local stakeholders to make sure all local concerns are addressed.

Winter Season Plans

During the winter season, VeoRide will work to ensure that the Bike Share Program is operating as smoothly as possible. Below are several actions that VeoRide will take to winterize the fleet:

Proactive Actions:

- Reduce Fleet Size: We will reduce the overall fleet size by 20%, and continue to do detailed maintenance on these bikes. We will deploy these bikes and rotate these bikes to maintain the fleet
- Identify Winter "No Parking" zones: We will work the University to identify areas to be set up as a Geo-Fenced "No Parking" zones (these could be areas that are typically buried in snow, where

ice is known to develop on pathways, or routes that will need to be plowed)

- Clarify priority snow routes

In Case of Snow/Ice Events:

- Before the storm, VeoRide staff will move bikes and send notifications to users through in-App messaging and test message
- We can shut down the whole fleet temporarily to prevent customers from riding the bikes in the storm
- Monitor bike placement, and VeoRide will remove bikes from the roadsides
- VeoRide staff will assist with bike rack snow removal

B.iii. Software Maintenance and Upgrades

VeoRide strives to partner with the University of Arkansas and the City of Fayetteville to create a seamless user experience. We will implement software upgrade at the request of the University or City and in the following circumstances:

- Fix any user software issues
- Adjust bike parking rules (such as implementing a virtual station)
- Update service area boundaries
- Pricing update
- Build University or City customized and branded user interface
- Other upgrades as request

The process for software upgrades will be as follows:

- (1) Send written documents noting new software feature updates to University/City focus group
- (2) Release a beta version of the App to be tested by the focus group
- (3) Updates are approved by the focus group
- (4) VeoRide will release official version to customers, and closely monitor the crash report and user feedback

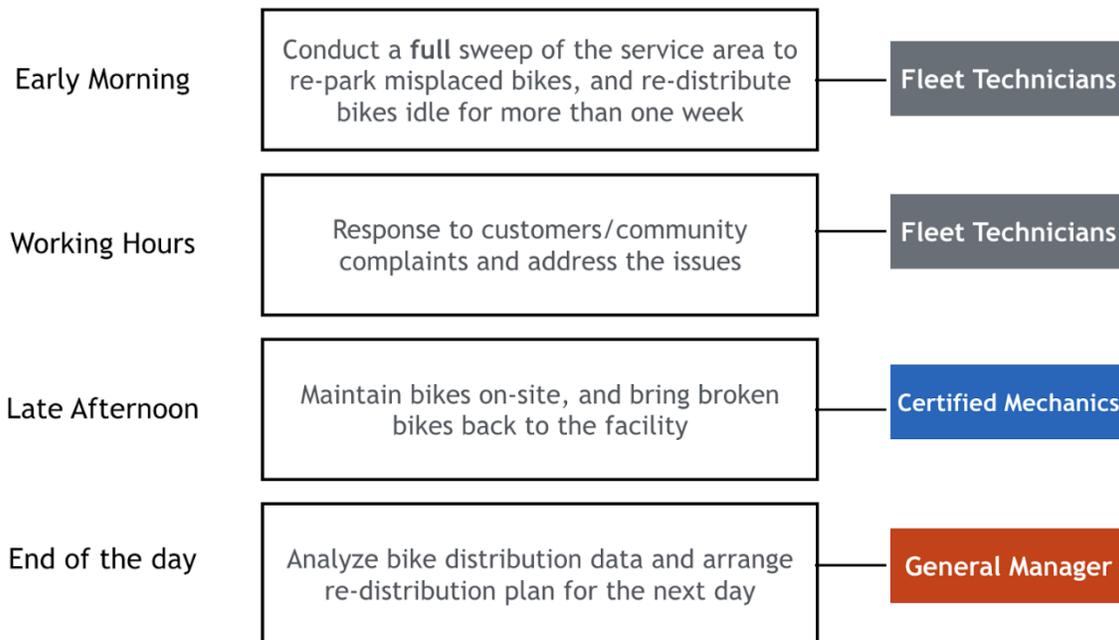
B.iv. Bicycle Balancing and Redistribution

VeoRide is committed to working with University of Arkansas to maintain a clean, orderly and functioning Bike Share system. In case VeoRide is notified through one of our communications platforms of safety concerns or an over-concentration of bicycles, we will relocate the bikes within two hours.

VeoRide operations team will also re-balance bike fleets once or twice a day depending on the bike distribution. Based on our studies the number of bicycles that will need to be redistributed daily is approximately 5% of the system size. Rebalancing is deemed necessary if over ten bicycles are within one block.

Daily Operations Protocol by Local Staff

Below is a sample Daily Operations Protocol to be followed by local staff to keep bicycles balanced throughout the day:



Lucky Bike Feature

“Lucky Bike” is a feature that we utilize to incentivize users to re-balance the bikes. If a bike is marked as a Lucky Bike, the user who rides the lucky bike to the designated drop-off zone can earn free riding coupons. This feature decreases our bike pickup rate by roughly 15%.

If there is a special event, we can partnership with the event host to create “Lucky bike” drop-off zones around the area. This smart feature can encourage users to ride and drop their bikes off around the event.

Redistribution Protocol

Within the app riders have the option of reporting misplaced bicycles. After they submit the report, the

geo-location of the bike will be sent to our operations team to re-park the bike properly. Once verified, riders who submit the report can receive coupons as a reward. In the meantime, the system will automatically track the last riders and link it to our internal parking credit system. Riders with low parking credits will be temporarily suspended.

Based on our previous university operating experience, VeoRide proposes using the redistribution protocol for University of Arkansas listed below:

Notification	Action Item 1	Action Item 2
Bikes are reported to block sidewalk, fire exits, ADA ramps, or automotive parking spots	Operations team will remove the bikes during business hours within two hours.	Area will be set as no-parking zone to prevent bikes being left here next time.
Bikes located far away from service area	Operations team will move the bikes to popular pick-up areas.	Bike will be set as Lucky Bike.
Bikes idle for over 48 hours	Bike will be set as Lucky bike.	See action item below if bike is idle for over 96 hours.
Bikes idle for over 96 hours	Bike will be marked as “idle” bike on the fleet management portal.	Operations team will move the bikes to popular pick-up area.
Bikes aggregated in one area	50% of bikes will be set as Lucky Bike.	Operations team will move half of the bikes to popular pick-up areas which have fewer bikes.
Smart Lock detects that bike is laying down	System will automatically label the bike in red	System will inform the field technicians to address the improperly parked bike

Table 8 - Our Bike Re-Balance System Ensures Consistent Availability of Bicycles

B.v. Troubleshooting Protocol

One of the advantages of using VeoRide’s Bike Share System is that since there are no stations, there are no station outages! For individual bikes, we will follow our standard maintenance protocol to troubleshoot the bike.

B.vi. Realistic Timeline for Deployment

VeoRide standard teal bikes can be shipped within three days of contract award and the system can be launched in two weeks. VeoRide customized bikes can be manufactured within one week, and the container shipment can take six to seven weeks – meaning that a customized bike system can be launched seven to eight weeks from the date of contract award. Please see Section A.i for VeoRide’s recommended deployment schedule.

B.vii. Improper Bicycle Parking

See “Redistribution Protocol” in Section B.iv above.

C. Membership

C.i. Membership and Payment Options

VeoRide is able to provide excellent pricing to riders for the use of Bike Share bicycle with a flat rate mode of \$0.50 every 15 minutes. There is no overage fee or deposit needed, only the fee of \$0.50 for each additional 15-minute period of use. For example, if a user rides a VeoRide bike for 30 minutes, the fee would be one dollar. E-bike rental would require a \$1.00 unlock fee and \$0.10 for each minute. For example, if a user rides an E-bike for 15 minutes, it will cost them \$2.50 for the ride.

As an alternative, riders can pay for unlimited rides per the schedule below:

The membership fee for residents is listed below:

- Monthly Package \$25.99
- Yearly Package \$99.99

Discounted membership fee offered to University of Arkansas students & faculty:

- Monthly Package \$13.99
- Yearly Package \$48.99

Discounted membership fee offered for qualified low-income individuals:

- Monthly Package \$4.99
- Yearly Package \$28.99

Bulk purchase: If University of Arkansas or other entities would like a bulk purchase of memberships, VeoRide will provide discount according to the amount purchased:

- 100 – 499 memberships: 10% off
- 500 – 999 memberships: 12% off
- 1000 – 2000 memberships: 15% off

Discount Codes: Discount codes can be accepted within the app.

Payment Options

VeoRide accepts major credit cards, card cards, and cash payment to deposit funds into a User account. All VeoRide credit and debit card transactions are processed through Stripe, a validated Level 1 PCI DSS Compliant Service Provider that uses established data security and encryption methods.

Alternative Payment Options

VeoRide strives for bringing affordable Bike Share Program service to everyone. We offer the solutions to students and community members who:

Don't have a bank account - Users can setup accounts with cash at a local VeoRide booth.

Don't have a smartphone - Users can send text messages to our toll-free number with the bike

ID number they would like to unlock. The system will unlock the bikes remotely for the users.

Don't have a phone - Users can purchase the RFID cards/fobs online or from our local booth. They can simply unlock their bikes by scanning the RFID reader on the bike stems.



Figure 24-A Sample VeoRide RFID Tag

Low-income Individuals - We provide monthly discounted riding package for qualified individuals at \$4.99/month for unlimited 30-min bike rides. We also can provide local employment opportunities for individuals, and employees are able to ride VeoRide bikes for free. We are also willing to work with University of Arkansas to decide what will work best for your campus.

C.ii. How the System Will Function

Please see Section A.viii above for how the system will function. There is no difference in annual vs short-term memberships except for the time and pricing. Annual and membership users will have unlimited 30-minute rides.

C.iii. System Integration

VeoRide can integrate the student account to our payment system. Students can link their student account to their VeoRide account, and add credits to their riding balance. VeoRide will be happy to work with the University of Arkansas's IT department to access the UAF's API in order to integrate the system.

If the University or City identification card has an RFID magnet built-in, we can also integrate the cards with the RFID reader on VeoRide bikes. Users can use their University or City identification card to scan the RFID reader integrated in the bike handlebar to unlock the bike.

About VeoRide

D.i. Background

VeoRide was formed by bicycle fanatics in 2017 to share the joy of bike riding through our customer-centric Bike Share Program. We have worked tirelessly to make the VeoRide system incredibly robust through the highest quality bicycles integrated with exceptional technology that presents the rider with a simple, three-second, scan-unlock-go checkout method.

VeoRide works side-by-side with our partner campus's culture and unique characteristics to implement a comprehensive and adaptive Bike Share Program tailored to the local needs, but also with the flexibility to evolve over time as those needs change. VeoRide uses extensive reporting to make data-driven decisions about bike quantities, placement, and maintenance.

One of our biggest goals is to go above and beyond being a bicycle provider, and to integrate with the local campus and community by encouraging healthy living, a more pedestrian friendly locality, cost-effective transportation, and the simple joy of riding a bicycle.

Smarter Operations Plan

There is a growing amount of excitement around bike share programs within the United States. There are great examples of the positive impact that these installations have had on their host communities. However, there are also situations where the bike share programs have not lived up to their potential, such as pictures and stories from China showing mountains of bicycle debris.

Directly adopting a lock-to model seems like it would solve the issue by requiring users to lock their bikes to a fixed object. But locking mechanisms (like a chain-lock or U-lock) cannot prevent the user from just locking the bikes to itself, meaning that the bikes can still end-up everywhere. More importantly, the lock-to mechanism might encourage users to lock their bikes to public property like a fence or even fire hydrants.

Instead of using a one-size-fits-all pre-determined solution, VeoRide's planning, rollout, and operation methods rely on location-centric interactions and relationships. These relationships, combined with data-driven analysis, make sure that the bike share program fits with the campus and community and becomes a beacon of success.

VeoRide's smart implementation plan is flexible in order to offer an optimal installation type for a given campus, and after being installed, VeoRide works to constantly improve the user experience.

A typical installation might go as follows:

- Step 1:** Implement free-floating Dockless Bike Share model with geo-fenced service boundary
- Step 2:** Collect and review ridership data to learn the popular pick-up and drop-off locations
- Step 3:** Implement virtual stations, no parking areas, and adjust geo-fenced service boundary according
- Step 4:** Install appropriate amount of bike racks (if needed) to these locations to meet the user demand

Simply, some campuses function optimally with a completely free-floating dockless model. If this is found to be the case, then the pilot program remains in place as the operational model. But, if other operational processes are preferred, VeoRide can easily support those. In short, VeoRide works with the sponsoring agency to start with the least restrictive model and then iterate to find the optimal model for the users and the campus.

Adaptability

VeoRide is the only bike share company that develops its own technology from idea to execution. Our solution includes bicycles, lock technology, mobile application, and operations. The entire process, from designing, to manufacturing, and the entire supply chain in between, gives VeoRide a range of adaptability that no other company can match.

The VeoRide system is not a one-size-fits-all approach. Due to different biking cultures, weather, terrain, and population, it's not surprising that a program working well on one campus may not function in another. Unlike our competitors using off-the-shelf bikes and licensed technology, VeoRide can adapt each deployment in a way that fits the culture and expectations of the local environment.

Best Quality in Class

VeoRide's leadership team comes from the bicycle industry with several members of the Research & Development (R&D) team having worked in the bike industry for over 25 years. We have a strategic partnership with one of the largest bike manufacturers in the world to keep the highest quality available and consistent with every piece of equipment we produce. We are committed to building the best bike share company in the market to ensure our riders' safety as well as offer a fantastic riding experience—our bikes are our pride and we promise a joyful experience to all that ride them.

It is important to note a significant difference between VeoRide's model and that of others in the market. There is a significant trend in bike share providers to simply lower the cost of their bikes so that they can dump as many bikes as possible onto the streets. Not only does this potentially create a huge mess throughout the campus, but also becomes a safety concern for the riders. These low-cost 'purchased' bikes are often designed to be inferior quality, contain cheap components, and show limited resistance to wear and vandalism.

VeoRide's bikes are designed and built to the highest standards and are more than 95% reclaimable at the end of their life. VeoRide will never compromise quality to save a couple of dollars at the expense of our community partners.



Figure 25-Many of our Competitors Provide Bicycles of Poor Quality That Fail

Evidence of Success

Veoride recognizes that there is simply no “one size fits all” approach to a Bike Share Program. Veoride is committed to working with the local community to adapt the Bike Share Program for seamless integration. Veoride works especially well in communities that have universities in town and harsh weather conditions during the winter time. Veoride has successfully implemented dockless bike

share programs on seven higher education campuses, each with unique challenges.

One such example would be two challenges that VeoRide encountered but successfully overcame at the University of Kansas/Lawrence and Purdue University/West Lafayette .

Challenge #1 - Steep terrain in the local area (University of Kansas). The challenge is that due to steep terrain, riders will find it difficult to ride and will not use the system and continue in their normal mode of commute.

Mitigation:

- For those without special needs, the use of seven-speed bikes for ease of peddling while on steep terrain makes it less difficult than standard three-speed bicycles.
- For those with special needs, the use of pedal-assisted electric bicycles enables the rider to navigate the steep terrain.

Challenge #2 - Lack of bicycle infrastructure in some parts of the city . Due to the lack of infrastructure, it could be difficult to provide Bike Share services in that part of the city.

Mitigation:

- Worked with the City and the University to add cost-effective and easy-to-adjust parking areas with proper signages for Bike Share bicycles.
- Since VeoRide bicycles are dockless, there is no need for traditional Bike Share kiosks and bike racks. VeoRide worked with the University and City to establish designated parking areas.

Challenge #3 – Severe weather condition in the winter time . City of West Lafayette in Indiana has experienced a extreme weather for 4-5 months in the past winter. The average temperature was below 20 F.

Mitigation:

- Rotated 20% bike every two weeks back to the warehouse to perform performance check and detailed maintenance
- Closely monitored the storm and snow. Perform weather on-demand check and bike cleaning after the storm
- Apply winter bike lubricants to bike chain and other parts to prevent rusts and excessive wear



Figure 26- Northern Illinois University/Dekalb, IL (left) and University of Kansas/Lawrence, KS (right)



Figure 27- Pittsburg State University/Pittsburg, KS (left) and Purdue University/West Lafayette, IN (right)

The table lists the VeoRide key personnel for this Bike Share project with the University of Arkansas.

Role of Key Personnel	Name
VP of Sales and Marketing	Phillip Hallstedt
VP of Business Development	Candice Xie
Head of Strategic Relations	Keith Williams
Head of Engineering	Edwin Tan

Head of Software Development	Zhou Li
Director of People Operations	James Valadez
National Market Launcher	Matthew Dittmer
Director of Customer Success	Jordan Allen
Operations and Logistics Manager	Troy Seymour
Field Marketing Manager	Maria Welch
Technical Support	Frank Lin

Table 8 - VeoRide List of Key Personnel that Ensure Project Success



Phil Hallstedt, Head of Community Engagement, brings extensive marketing and sales experience to VeoRide. Throughout his career, Phil has focused on merging the science of healthcare with the user experience of consumer products via a passion for new product development. Phil leverages 20 years of pharmaceutical experience (Eli Lilly) and 10 years of product design consultancy with clients such as Amgen, Abbott, Mead Johnson, Whirlpool, Energizer, Moen, Jarden and Scotts. Phil graduated from the University of Michigan with a Master in Public Health and a Bachelors in Chemistry, plus earned an MBA in both Marketing and Finance from Indiana University (Bloomington).



Candice Xie, Vice President of Business Development, leads VeoRide to advance and react to a dynamic regulatory environment and seek paths toward efficient and effective expansion by effectively communicating the values of our service to target communities and markets. Prior to VeoRide, Candice worked at Schneider Electric as Finance Advanced Development Program Associate in North American Financial Planning and Analysis team. Prior to Schneider Electric, she worked in Bank of China and MassMutual Financial Group. She graduated with distinction from Purdue University with a BS in Finance.



Edwin Tan, Head of Engineering of VeoRide, has extensive experience in bike industry and Internet of Things (IoT) throughout his career. Formerly, he was the Mechanical Engineer for Trek Bicycle and the Design Consultant for a Fortune 50 company. He earned his master degree in School of Mechanical Engineering at Purdue University. He has published research papers on top international conferences related to Bike Safety and Human-centered design for cyclists. Edwin has strong industry experience and deep understanding of bicycle design, manufacturing, and supply chain.



Keith Williams, Head of Strategic Relations, comes to VeoRide after 10+ year career in entrepreneurship. Keith has been involved in technical arena, many levels of management including marketing strategy and implementation of an East coast based electronic filter manufacturer as well as a Midwest located biotechnology company and even beyond into the social media/mobile app world of the music industry. Keith is a Purdue Krannert MBA in December of 2012, and a Masters in International Business from CEU Business School in Budapest Hungary in June 2013.



Charles Yu, Advisor of VeoRide, has considerable experience in high tech industry and has worked in Silicon Valley and China. Charles has been advising companies and startups in all aspects of business and operations including business model development, product development, go to market strategy and partnership strategy. Charles received MSEE in Electrical and Computer Engineering from Purdue University and Executive MBA from the Wharton School of University of Pennsylvania.



James Valadez, Director of People Operations, brings operations and talent and people management experience that is highly metrics and execution driven. A graduate of Dartmouth College (AB) and Purdue's Krannert School of Management (MBA) he has created and scaled teams and processes in fast paced and dynamic warehouses as an executive for McMaster-Carr Supply Company, a premier distributor of industrial supplies. As an early hire and Chief People leader for Fooda, a food technology company, he grew and scaled startup teams in multiple U.S. markets and helped the executive team lead a \$10M Series A funding round.

D.ii. References

Company/Organization Name: University of Kansas
Contact Name: Margretta de Vries, KU Parking and Transit
Telephone: (785) 864-7275
Email Address: mdevries@ku.edu
Address: 1501 Irving Hill Road
Lawrence, KS 66045
System Size: Bike Share program with 180 bikes, in negotiation with City of Lawrence to implement an additional 180 bikes this summer

Company/Organization Name: West Lafayette, IN
Contact Name: Mayor John R. Dennis, Mayor of the City of West Lafayette
Telephone: (765) 775-5103
Email Address: mayor@westlafayette.in.gov
Address: 222 N Chauncey Ave
West Lafayette, IN 47906
System Size: Bike Share program with 160 bikes, in negotiation with City to implement additional 200 bikes this fall

Company/Organization Name: Pittsburg State University
Contact Name: Brian Peery, Research and Grants Coordinator
Telephone: (620) 235-4175
Email Address: bpeery@pittstate.edu
Address: Pittsburg State University
112 Russ Hall
Pittsburg, KS 66762
System Size: Bike Share program with 70 bikes, in negotiation with the City of Pittsburg to implement additional 100 bikes this summer

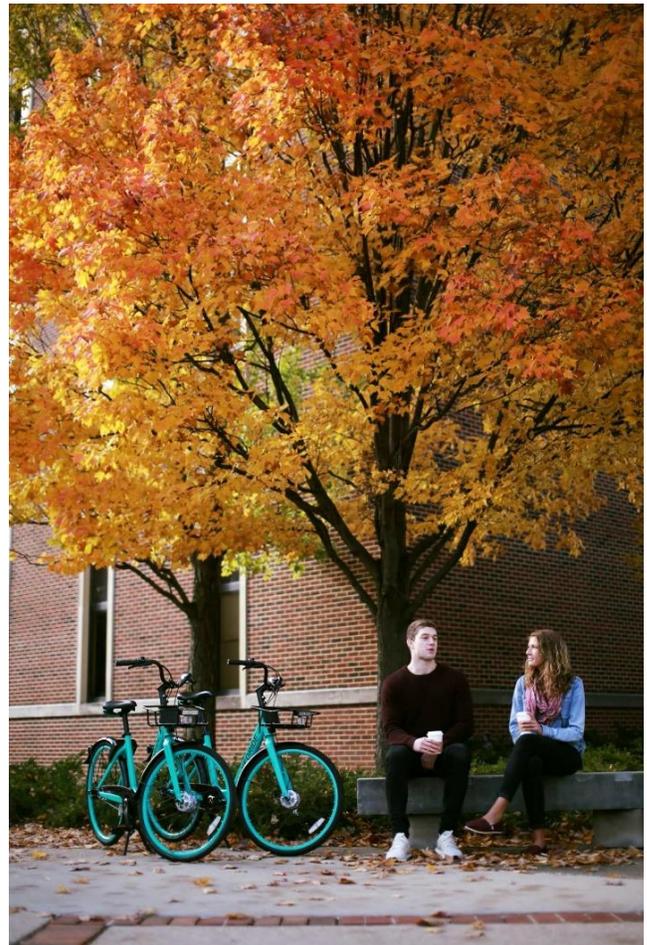
Marketing and Customer Service

E.i Marketing Assistance

VeoRide loves cycling. Beyond just bringing a Bike Share Program to University of Arkansas, we want to express our huge passion for cycling to people and invite them to enjoy a wonderful outdoor experience. We shoulder the responsibility to educate our customers and bring more people to the cycling world. We would like to collaborate with the campus with a variety of activities to promote the bike share program and increase visibility of the campus's progressive culture.

Riding Promotion: A good beginning is half of success. In order to encourage more campus members to use the service, VeoRide offers two weeks of free rides to the entire campus upon launch. After the launch period, new users can get five free rides when they register, and users can get three free coupons every time they refer a friend to sign up for a VeoRide account. The referees can also get three free coupons when using a reference promotion code from existing users.

Parent Care Package: Care packages offer a way to send some favorite goodies for the student to take with them to the University. A VeoRide membership can be included in the Care Package and sent to students. In this way, new students are encouraged not to bring their own bike to campus since VeoRide bike share program on campus is affordable, convenient, and accountable.



Healthy-Life Incentive Plan: Riding VeoRide and earning credits to lower employees and employers' health care insurance cost. For example, VeoRide is working with the Kansas Department of Health to utilize VeoRide's ride tracking technology to help employees track their fitness data so to earn points for the HealthQuest Rewards Program.

Community and Campus Events: VeoRide sponsors local events and activities to get more people to learn about the Bike Share Program.

On-site Promotion: Setting up a promotional booth at campus events to demonstrate how to use the system and hand out free riding coupons to attract people to try VeoRide.

Social Media Channel: Paid digital marketing campaign via different social media channels, e.g. Facebook, Instagram, Snapchat etc. Blog on social media to educate and encourage people to ride safely with VeoRide.

Press Channel: Collaborating with University of Arkansas to promote the value of bike share program by local, regional, and national press releases and featured stories.

Signage on Bikes: In the community, VeoRide's stunning and highly-visible bikes are the most effective form of marketing to attract new users. Every bike basket has an instruction board to demonstrate where to download the VeoRide app, how to use the system, and where to park the bike properly.

App and Website: VeoRide App and website contain rider's education information and instructions for the system. We can also send messages or push notification to riders in the app to meet the campus's needs.

Campus Tour: VeoRide can collaborate with University of Arkansas by arranging tours for visitors or prospective students to bike around campus. Reservations can be made five business days in advance.

Department/Class Ride: VeoRide provides group biking reservations for lunchtime exercise and group building activities etc.

E.ii. Potential Partnership and Sponsorship Opportunities

VeoRide Bike Share program will primarily be funded by VeoRide with no set-up fees or annual fees required from University of Arkansas. However, if approved by University of Arkansas, VeoRide may choose to partner with local businesses or student organizations on a rolling basis to promote the bike share program in the community and on campus. VeoRide has a dedicated business development team to present sponsorship/advertisement opportunities to prospective sponsors.

VeoRide can customize bikes according to sponsor's needs and share **20% of the on-bike advertising revenue** with University of Arkansas, to be used for cycling infrastructure improvements.

Sponsorship opportunities can be offered in the following formats:

Title Sponsorship: Sponsors can brand the bike share program and brand all the assets of the bike share program including its color, assets, and message.

Presenting Sponsorship: Sponsors get the opportunity to purchase either system-wide or a portion of the system’s logo placement on the bike or mobile App.



The flyer is a vertical rectangle with a teal background. At the top left is the Veoride logo (a stylized plant with a bicycle wheel) and the word "Veoride" in white. Below this is the event title "Friends & Family Event" in a white, cursive font, followed by "@ All registered Veoriders with love" and a white heart icon. On the left side, there are several white heart and snowflake icons, and a cartoon crocodile wearing a red scarf and ice skates. On the right side, there are two white snowflake icons on a light green background, and a pair of white ice skates on a red background. The event details are listed in white text: "FREE admission with an active Veoride account", "Limited 100 spots.", "Location: West Lafayette Riverside Skating Center", and "Time: Feb. 17th Saturday 10:30 pm -12 am".

Veoride

Friends & Family Event
@ All registered Veoriders with love 

FREE admission with an active Veoride account

Limited 100 spots.

Location: West Lafayette Riverside Skating Center

Time: Feb. 17th Saturday
10:30 pm -12 am

Figure 28-Example of a Veoride Partnership Flyer

VeoRide is the **only** bike share company that is willing to and able to customize bike color, decal, and graphics with the partner community, and all with a short lead time.

Branding assets or custom messages can be included in these locations:

- 1) Bike branding boards
- 2) Chain-stay
- 3) Downtube
- 4) Fork
- 5) Front basket boards (outside)
- 6) Front basket instruction board

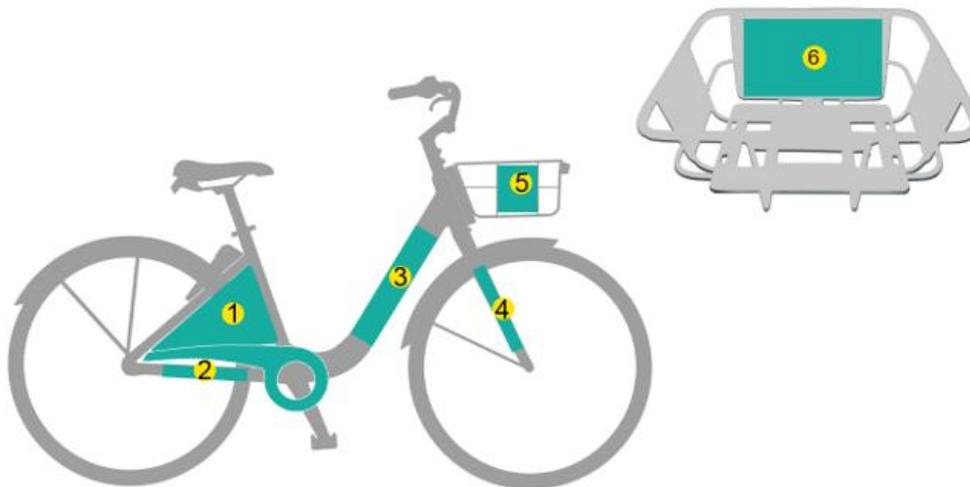


Figure 29-Bike Frame, Accessories, and Components Customization



Figure 30-Web Portal and Mobile App Customization

E.iii. Customer Service Support

VeoRide provides a dedicated toll-free phone line, email address and in-App reporting system for 24/7 service supporting our riders and the local campus. Riders can find contact information in the App or on the bicycle.

VeoRide is also able to directly communicate and follow up with riders in their in-app mailbox. The message can be sent to an individual, a group of people, or the entire network. This push notification feature can also be used to send messages from the campus that are provided to VeoRide.

Urgent matters will be addressed by local operations team within two hours between 8:00 AM and 8:00 PM (EST) every day, except for State and Federal holidays. Best efforts will be made after 8 PM with all issues addressed the following day.

University of Arkansas will have access to the personal phone numbers of the leadership team and the local team. We will happily work with University of Arkansas to maintain and improve responsiveness to parking and safety issues, and a select member of the University or City will have the ability to relocate improperly parked bicycles if immediate assistance is needed.

E.iv. Website

Before program launch VeoRide will launch a VeoRide-University of Arkansas website (for an example of an existing website, see <https://www.veoride.com/ku>). We can work with the University of Arkansas to provide a custom interface.

The website will include pages such as:

- How the System Works
- Pricing
- Safety Recommendations
- Bike Parking Rules
- Service Area Map
- Contact Information for Customer Service.

Required Forms



**Request for Proposal (RFP)
RFP No. 674235
Bike Share System**

PROPOSAL RELEASE DATE: April 12, 2018
PROPOSAL DUE DATE: May 17, 2018
PROPOSAL DUE TIME: 2:30 PM CST
SUBMIT ALL PROPOSALS TO: University of Arkansas
Business Services
Administration Bldg, Rm 321
1125 W Maple St
Fayetteville, AR 72701

Signature Required For Response

Respondent complies with all articles of the Standard Terms and Conditions documents as counterpart to this RFP document, and with all articles within the RFP document. If Respondent receives the University's purchase order, Respondent agrees to furnish the items and/or services listed herein at the prices and/or under the conditions as indicated in the RFP.

Vendor Name:	Veoride Inc
Mailing Address:	220 South Street, Ste. 202
City, State, Zip:	West Lafayette, IN 47906
Telephone:	765 838 9861
Email:	Candice.xie@veoride.com

Authorized Signature: 

Date: May 16th 2018

Typed/Printed Name of Signor: Bowen Xie

Title: VP Business Development

UNIVERSITY OF ARKANSAS

REQUEST FOR PROPOSAL

SUBMIT BID TO: Business Services-Procurement
321 Administration Building
1125 W. Maple St.
Fayetteville, AR 72701
(479) 575-2551

BU: TRST RFP 675235
Buyer: Ellen Ferguson
Bid Due Date: 05/17/2018 Time: 2:30 P.M.
Bid Description: Bike Share System

VENDORS WHO DO NOT WISH TO RESPOND TO A BID ARE NOT REQUIRED TO DO SO.
HOWEVER, VENDORS NOT RESPONDING AND/OR SUBMITTING A "NO BID" RESPONSE TO THREE CONSECUTIVE BID
INVITATIONS FOR THE REQUESTED COMMODITY MAY BE REMOVED FROM THE UNIVERSITY'S BIDDERS LIST.

Please Print or Type



Company Name: VeoRide Inc Phone: 765 838 9861
Address: 220 South St. Ste. 202 Fax: 765 463 3501
City: West Lafayette EMail: Candice.xie@veoride.com
State: IN Web Site: www.veoride.com
Zip Code: 47906

SIGNATURE REQUIRED FOR RESPONSE

THIS OFFICIAL BID SHEET MUST BE SIGNED AND RECEIVED IN A SEALED ENVELOPE WITH VENDOR
NAME, BID NUMBER, AND BID OPENING DATE CLEARLY NOTED ON OUTSIDE OF ENVELOPE IN
ORDER FOR BID TO BE ACCEPTED. BID WILL BE ACCEPTED EITHER SIGNED IN INK OR WITH
ELECTRONIC OR FACSIMILE SIGNATURE.

BIDS MAY NOT BE FAXED OR EMAILED DIRECTLY TO UNIVERSITY IN RESPONSE TO THIS REQUEST
FOR PROPOSAL.

NOTE: The above listed date and time is the LATEST the bid will be accepted. ANY bids received after that time
will NOT be considered.

NOTE: Pricing awarded on a resulting contract from this bid shall be available to all University of Arkansas
departments. Terms stated in the bid response, including pricing and delivery, are available for use outside of the
Northwest Arkansas region, but may result in higher shipping costs.

NOTE: All Arkansas state agencies and institutions of higher education may utilize or "Piggy Back" onto this
contract if it is acceptable to the supplier and in the best interest of the institution and the taxpayers of the state of
Arkansas.

By signing below, bidder agrees to furnish the items and/or services listed herein at the prices and/or
under the conditions indicated in the official Bid Document.

Name (Type or Print): Bowen Xie Title: VP Business Development
Signature: [Handwritten Signature] Date: May 16th 2018

STANDARD TERMS AND CONDITIONS

1. PREPARATION OF BIDS

- 1.1 Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- 1.2 All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid.
- 1.3 Brand Name References: Unless specified "No Substitute" any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material, samples, or demonstrators. The bidder guarantees that the product offered will meet or exceed the referenced product and/or specifications identified in this bid invitation. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the invitation.
- 1.4 Samples: Samples or demonstrators, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become property of the University unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.
- 1.5 Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

2. SUBMISSION OF BIDS

- 2.1 Bids, modifications or corrections thereof received after the closing time specified will not be considered.

3. ACCEPTANCE OF BIDS

- 3.1 The University reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, and to award the bid to best serve the interest of the University.
- 3.2 If a bidder fails to state the time within which a bid must be accepted, it is understood and agreed that the University shall have 60 days to accept.

4. ERROR IN BID

- 4.1 In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

5. AWARD

- 5.1 Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications or on the basis for best value.
- 5.2 When more than one item is specified in the Invitation, the University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Invitation for Bids, or as expressly stated in the Invitation for Bid.
- 5.3 A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or part without the written consent of the University.
- 5.4 Vendors awarded contracts for commodities and/or services are encouraged to participate in our University Shopping Mall. This online catalog database is operated by a third-party provider and will allow all University departments to place orders to multiple vendors online. A monthly maintenance fee, to be negotiated between each vendor and the shopping mall data base provider, is required.

6. DELIVERY

- 6.1 The Invitation for Bid will show the number of days to place a commodity in the University designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in award. The University has the right to extend delivery if reasons appear valid.
- 6.2 Delivery shall be made during University work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other shipment has been obtained.
- 6.3 Packing memoranda shall be enclosed with each shipment.

7. ACCEPTANCE AND REJECTION

- 7.1 Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or

supplies shall not impose liability on the University thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.

8. TAXES AND TRADE DISCOUNTS

8.1 Do not include state or local sales taxes in bid price.

8.2 Trade discounts should be deducted from the unit price and net price should be shown in the bid.

9. DEFAULT

9.1 Back orders, default in promised delivery, or failure to meet specifications authorize the University to cancel this contract to the defaulting contractor. The contractor must give written notice to the University of the reason and the expected delivery date.

9.2 Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

10. WAIVER

10.1 The University reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the University, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.

11. CANCELLATION

11.1 Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel. Cause for the University to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within period of 30 days following the date of expiration or cancellation. Cancellation by the University does not relieve the Contractor of any liability arising out of a default or nonperformance. If a contract is canceled due to a request for increase in prices or failure to perform, that vendor shall be removed from the Qualified Bidders List for a period of 24 months. Cause for the vendor to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

12. ADDENDA

12.1 Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of three (3) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the three-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum.

12.2 Only written addenda is part of the bid packet and should be considered.

13. ALTERNATE BIDS

13.1 Unless specifically requested alternate bids will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specifications.

14. BID OPENINGS

14.1 Bid opening will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

15. DEBRIS REMOVAL

15.1 All debris must be removed from the University after installation of said equipment.

ALL BIDS SUBMITTED SHALL BE IN COMPLIANCE WITH THE GENERAL CONDITIONS SET FORTH HEREIN. THE BID PROCEDURES FOLLOWED BY THIS OFFICE WILL BE IN ACCORDANCE WITH THESE CONDITIONS. THEREFORE, ALL VENDORS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A BID.

SUBMIT BID TO: Business Services-Procurement
321 Administration Building
1125 W. Maple St.
Fayetteville, AR 72701
(479) 575-2551

BU:	<u>TRST</u>	<u>RFP 675235</u>
Buyer:	<u>Ellen Ferguson</u>	
Bid Due Date:	<u>05/17/2018</u>	Time: <u>2:30 P.M.</u>
Bid Description:	<u>Bike Share System</u>	

Agencies must submit one (1) signed original, two (2) signed copies, and two (2) soft copies (on CD and/or USB Flash Drive) of your response to this bid. The extra copies are needed for bid evaluation purposes. Please do not send bid responses to different bids in the same envelope.

Additional Redacted Copy REQUIRED

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement law. Documents pertaining to the RFP become the property of the University of Arkansas and shall be open to public inspection when the bid solicitation has been awarded and a final contract agreement is complete.

It is the responsibility of the respondent to identify all proprietary information included in their bid proposal response. The respondent shall submit one (1) separate electronic copy of the proposal from which any proprietary information has been removed, i.e., a redacted copy (marked "REDACTED COPY"). The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy submitted for the bid response to be considered. The respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy may be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the respondent once a contract is final. If during a subsequent review process the University determines that specific information redacted by the respondent is subject to disclosure under FOIA, the respondent will be contacted prior to release of the information.

IMPORTANT: Respondents must address each of the requirements of this bid request which is in the format of a Request for Proposal. Vendor's required responses should contain sufficient information and detail for the University to further evaluate the merit of the vendor's response. Failure to respond in this format may result in bid disqualification.

IMPORTANT: If questions are submitted to the University to clarify bid specifications or the scope of the bid, an individual response will be sent to the submitting party **only**. All question and answer documents will be immediately posted to the University Hogbid website, information and a link is listed here: <http://hogbid.uark.edu/index.php> for interested firms, companies, individuals to review. It is the responsibility of all parties to review the University official bid website, Hogbid, to be informed of all important information specific to the solicitation.

Vendor Identification

Bidder should complete the Vendor Identification Information form at the following link, and submit with bid proposal: https://pcweb.uark.edu/imagenowforms/fs?form=AVCB_Vendor_Form

General Campus Background for University of Arkansas

Founded in 1871 as a land-grant institution, the University of Arkansas, Fayetteville Arkansas, is the flagship campus of the University of Arkansas System. Our students represent all 50 states and more than 120 countries. The UofA has 10 colleges and schools offering more than 210 academic programs. As of Fall 2016, student enrollment totaled approximately 27,194. The faculty count totaled 1,384 and the staff count totaled 3,169. The UofA is the state's foremost partner and resource for education and economic development. Its public service activities reach every county in Arkansas, throughout the nation, and around the world. The Carnegie Foundation classifies the UofA as having "the highest possible level of research," placing us among the top 2 percent of colleges and universities nationwide.

Proprietary Information

Proprietary information submitted in response to this bid will be processed in accordance with applicable University of Arkansas procurement procedures. All material submitted in response to this bid becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to bid opening as defined by the Arkansas Freedom of Information Act. The Respondent is hereby cautioned that any part of its bid that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the bid, [include with Original and any required Copies] and can only be protected to the extent permitted by Arkansas law.

Note of caution: Do not attempt to mark the entire proposal as "proprietary". Do not submit letterhead or similarly customized paper within the proposal to reference the page(s) as "Confidential" unless the information is sealed separately and identified as proprietary. Acceptable proprietary items may include references, resumes, and financials or system/software/hardware manuals. **Cost cannot be considered as proprietary.**

Ethical Standards

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

Disclosure

A. Contract and Grant Disclosure

Disclosure is a condition of this contract and the University of Arkansas cannot enter into any contract for which disclosure is not made. Arkansas's Executive Order 98-04 requires all potential contractors disclose whether the individual or anyone who owns or controls the business is a member of the Arkansas General Assembly, constitutional officer, state board or commission member, state employee, or the spouse or family member of any of these. If this applies to the bidder's business, the bidder must state so in writing.

B. Bidder Conflict of Interest Form

Only when applicable, for any Request for Proposal ("RFP") that requires the disclosure of existing conflict of interest circumstances, the Bidder should complete the Bidder Conflict of Interest Form and submit with bid response. It is the responsibility of the Bidder desiring to be considered for a bid award to complete and return this form, along with the Contract and Grant Disclosure and certification Form. The purpose of these forms is to give Bidders an opportunity to disclose any actual or perceived conflicts of interest. The determination of the University of Arkansas ("University") regarding any questions of conflict of interest shall be final.

Arkansas Technology Access Clause

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

Accordingly, the vendor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

All State of Arkansas electronic and information technology purchases must be accessible as specified by standards listed in Arkansas Act 308. A copy of the act is available here: <ftp://www.arkleg.state.ar.us/acts/2013/Public/ACT308.pdf>.

A blank copy of the Voluntary Product Accessibility Template (VPAT) form is available here: http://procurement.uark.edu/resources/documents/VPAT_Blank.pdf

Note: All vendors should complete the VPAT form as it relates to the scope of the item(s) or commodity requested in the bid solicitation. Our expectation is that the vendor will assign technical personnel who understand accessibility to the task. If a component of a VPAT does not apply, it is up to the vendor to make that notation and explain why in the “Comments” column. The notation can be as simple as “Not a telecommunications or technology product.”

Please note here if a Voluntary Product Accessibility Template (VPAT) form **IS or IS NOT INCLUDED** with this bid response. IS .

Failure to include the Voluntary Product Accessibility Template (VPAT) form (if applicable) could result in bid disqualification.

University of Arkansas Logo / Trademark Licensing

Merchandise that carries a University logo or trademark must be purchased from vendors that are licensed through the Collegiate Licensing Corporation. Therefore, bidders are required to be currently licensed to carry the University of Arkansas logo in order to be eligible to submit bids for those requests that involve the University of Arkansas logo or trademark. Only those offers submitted by currently licensed bidders will be considered for award.

Non-Discrimination and Affirmative Action

Vendor agrees to adhere to any and all applicable Federal and State laws, including laws pertaining to non-discrimination and affirmative action.

a. Consistent with Ark. Code Ann. § 25-17-101, the vendor agrees as follows: (a) the vendor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap or national origin; (b) in all solicitations or advertisements for employees, the vendor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; (c) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of contract and this contract may be canceled, terminated or suspended in whole or in part; (d) the vendor will include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

b. The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. This contractor and subcontractor certify that they do not maintain segregated facilities or permit their employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.

Performance Timeline

Contractor agrees to begin performance of this Agreement within ten (10) calendar days after it receives notice from the University that the Agreement has received legislative approval, if necessary, or the final contract has been signed by both parties, whichever is later (the "Commencement Date"). Time is of the essence in the Contractor's performance of this contract. If the Contractor fails to meet certain milestones within a specific timeline, the University will sustain damages. Therefore, if Contractor fails to complete certain services with the time limits herein specified, Contractor shall pay to the University, as liquidated damages and not in the nature of a penalty, the amount specified below, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that the University will sustain in the event of any such delay. Said amount is herein agreed upon and fixed as liquidated damages because of difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said liquidated damages amount shall be deducted from the amount due to Contractor.

Performance Milestone	Completion Deadline (calculated from the Commencement Date)	Liquidated Damages
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If there is a default in the performance of any of the material terms, conditions or covenants contained in this Agreement or Contract	3 months	20% of the total initial cost and annual fee
If there is failure to cure in the performance of any material terms, conditions or covenants contained in this Agreement or Contract	3 months	15% of the total initial cost and annual fee
If there is failure to perform in the performance of any material terms, conditions or covenants contained in this Agreement or Contract	6 months	10% of the total initial cost and annual fee

Prohibition on Contracting

In accordance with Ark. Code Ann. § 25-1-503, Vendor hereby certifies to University that Vendor (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of the Agreement/PO/Contract not to engage in a boycott of Israel. A breach of this certification will be considered a material breach of contract. ~~In the event that~~ Vendor breaches this certification, University may immediately terminate the Agreement/PO/Contract without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

Dun and Bradstreet DUNS Number

We highly encourage all University of Arkansas contract vendors to use a Dun and Bradstreet number (DUNS Number). The D & B DUNS Number is a unique nine digit identification sequence, which provides unique identifiers of single business entities, while linking corporate family structures together. If your business has not registered, you may do so at: <http://www.dnb.com/>

If available, please provide your Dun and Bradstreet DUNS Number below:

08-078-1120

UNIVERSITY OF ARKANSAS
Fayetteville, Arkansas
Procurement Department
1125 W. Maple ADMIN 321
Fayetteville, AR 72701
Tel: 479-575-2551
Fax: 479-575-4158

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) for professional services, technical and general services, or any category of construction, in which the total dollar value of the contract is \$25,000 or greater must **certify, prior to the award of the contract**, that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

<https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>

For purposes of this requirement, “*Illegal immigrants*” means any person not a citizen of the United States who has:

- (A) Entered the United States in violation of the Federal Immigration and Naturalization Act or regulations issued the act;
- (B) Legally entered but without the right to be employed in the United States; or
- (C) Legally entered subject to a time limit but has remained illegally after expiration of the time limit.

This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified. If you have any questions, please contact the Procurement Department.

Thank you.

Linda K. Fast

Linda K. Fast, APO, CPPO, CPPB
Manager of Procurement Services
University of Arkansas

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING BID RESPONSE OR CONTRACT:

Please check the appropriate statement below:

 X We have certified on-line that we do not employ or contract with any illegal immigrants.

Date on-line certification completed: May 16th 2018

 We have NOT certified on-line at this time, and we understand that no contract can be awarded to our firm until we have done so.

Reason for non-certification: _____

Name of Company: _____

Mailing Address: _____

City, State & Zip: _____

Signature: _____

Name & Title: _____

(Printed or typed)

Date: _____

Bidder Conflict of Interest Form

For any Request for Proposal (“RFP”) that requires the submission of this form, it is the responsibility of a vendor or individual (“Bidder”) desiring to be considered for a bid award to complete and return this form, along with the attached Contract and Grant Disclosure and Certification Form (together the “Forms”), on or prior to the date stated in the RFP for submission of these Forms. The purpose of these Forms is to give Bidders an opportunity to disclose any actual or perceived conflicts of interest. The determination of the University of Arkansas (“University”) regarding any questions of conflict of interest shall be final.

A disclosure does not automatically result in the Bidder being removed from consideration. However, the University reserves the right, at the sole discretion of the University, to take any or all of the following actions at any point in the RFP process: (i) request further information from the Bidder, including but not limited to lines of business activity, ownership structure and affiliate information; (ii) a review of potential or actual conflicts of interest; and/or (iii) remove a Bidder from consideration.

A conflict of interest may exist in circumstances including, but not limited to, when (i) a Bidder is unable or potentially unable to provide impartial contract performance due to competing duties or loyalties; (ii) a Bidder's objectivity in carrying out the contract is or might be otherwise impaired due to competing duties or loyalties; (iii) a Bidder or any of its affiliates is in direct or indirect competition with the University; and/or (iv) a Bidder or any of its affiliates provides significant services or support for any direct or indirect competitor to the University. For purposes of this Form, an “affiliate” is defined as an entity that directly or indirectly controls, is directly or indirectly controlled by, or is under common control with the Bidder or has at least one common owner or shareholder with the Bidder.

Each Bidder must provide a list of all business activity and affiliates that may create any actual or potential conflict of interest in relation to this procurement. The list should indicate the name of the entity, the relationship, and a description of the conflict. Please use the chart below and attach additional pages as necessary.

Failure to disclose complete and accurate information may disqualify the Bidder.

Name	Relationship	Description

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and complete and that I agree to supplement this information if any further conflicts of interest arise or come to my attention.

Signature 
 Bidder Name Veoride Inc
 Contact Person Bowen Xie
 Phone Number 765 838 9861

Title VP Business Development
 Date May 16th 2018
 Title VP Business Development
 Email Address candice.xie@veoride.com

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Bid Number/Contract Number	RFP No. 674235
Description of product or service	Bike Share
Contractor name	Veoride Inc

Contractor Signature: 
Signature must be hand written, in ink

Date: May 16th 2018

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: Yes No SUBCONTRACTOR NAME:

TAXPAYER ID NAME: 82-1495778 IS THIS FOR: Goods? Services? Both?

YOUR LAST NAME: Xie FIRST NAME: Bowen M.I.:

ADDRESS: 220 South St. Ste.202

CITY: West Lafayette STATE: IN ZIP CODE: 47906 COUNTRY: US

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

None of the above applies

FOR A VENDOR (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

None of the above applies

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Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

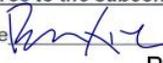
1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature  Title VP Business Development Date May 16th 2018

Vendor Contact Person Bowen Xie Title VP Business Development Phone No. 7658389861

Agency use only

Agency Number _____	Agency Name _____	Agency Contact Person _____	Contact Phone No. _____	Contract or Grant No. _____
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Rev. 08/20/07



EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of Veoride Inc not to discriminate against any applicant for employment, or any employee because of age, color, sex, disability, national origin, race, religion, or veteran status. Veoride Inc will take affirmative action to ensure that the EEO Policy is implemented, with particular regard to: advertising, application procedures, compensation, demotion, employment, fringe benefits, job assignment, job classification, layoff, leave, promotion, recruitment, rehire, social activities, training, termination, transfer, upgrade, and working conditions. Veoride Inc will continue to make it understood by the employment entities with which it deals, and in employment opportunity announcements that the foregoing is company policy and all employment decisions are based on individual merit only. All current employees of Veoride Inc are requested to encourage qualified disabled persons, minorities, special disabled veterans, and Vietnam Era veterans to apply for employment, on the job training or for union accommodations for qualified disabled individuals. It is the policy of Veoride Inc that all company activities, facilities, and job sites are non-segregated. Separate or single-user toilet and changing facilities are provided to assure privacy. It is the policy of Veoride Inc to ensure and maintain a working environment free of coercion, harassment, and intimidation at all job sites, and in all facilities at which employees are assigned to work. Any violation of the policy should be immediately reported to your supervisor or the company EEO Officer.

EEO Officer: Bowen (Candice) Xie

Address: 220 South St, Ste. 202, West Lafayette, IN 47906

Telephone: 765 838 9861

Signed and Dated:  May 1st 2018

220 South Street, Ste. 202
West Lafayette, IN 47906

hello@veoride.com
(855) VEO-2256

www.veoride.com

