

Exhibit A – Pricing Sheet (“Exhibit D”) from the bike share agreement between PBOT and Motivate

**EXHIBIT D**

**PRICING SHEET**

Prices shall be as established herein in Exhibit D, Capital Equipment Pricing Sheet.

1. Capital Equipment Cost Table

| Social Bicycle Costs                               | Quantity | Unit Cost | Total         |
|--|----------|-----------|---------------|
| Smart Bikes  | 1,000    | 1400      | \$ 1,400,000  |
| Replacement parts for bikes                        | 1,000    | 75        | \$ 75,000     |
| Exterior Basket Printed Assets and Design Template | 1,000    | 15        | \$ 15,000     |
| Interior Basket Printed Assets and Design Template | 1,000    | 15        | \$ 15,000     |
| Upgrade to Skirt Guard                             | 1,000    | 85        | \$ 85,000     |
| 8 Speed Bicycle                                    | 1,000    | 75        | \$ 75,000     |
| Skirt Guard Printed Assets and Design Template     | 1,000    | 20        | \$ 20,000     |
| Docking Point                                      | 1800     | 400       | \$ 720,000    |
| Dock Printed Assets and Design Template            | 1800     | 35        | \$ 63,000     |
| Kiosks (POS terminals)                             | 20       | 9500      | \$ 190,000    |
| Large map frames                                   | 20       | 2650      | \$ 53,000     |
| Compact map frames                                 | 80       | 1200      | \$ 96,000     |
| Printed map and ad design                          | 100      | 500       | \$ 50,000     |
| Implementation Services                            |          |           | \$ 85,000     |
| Website Landing Page                               |          |           | \$ 10,000     |
| RFID Cards   | 8000     | 2         | \$ 16,000     |
| <b>Total</b>                                       |          |           | \$ 2,968,000  |
| Sales Tax  |          |           | \$ -          |
| Shipping   |          |           | \$ 135,250.00 |
| <b>Total Capital Costs</b>                         |          |           | \$ 3,103,250  |

- a. Bicycle description      Bicycle shall be equipped, at all times, with the following items in good, acceptable operating condition:

- (iii) Shimano Nexus 3-speed or 8-speed internal hub,
- (iv) step-thru design,
- (v) reflective sidewall tires,
- (vi) Dynamo front and rear lights which automatically illuminate upon Bicycle use with a rated lifespan of at least 10,000 hours and which remain illuminated for at least 90 seconds after bicycle comes to a stop,
- (vii) rustproof chain guard and fenders,
- (viii) basket or luggage carrier rated to carry more than 20 lbs and certified by the manufacturer's test laboratory under CEN 14872 standard and strap,
- (ix) adjustable seat height with built-in theft deterrence measure in seat post that can accommodate riders from 4'10" to 6'4",
- (x) bell,
- (xi) u-lock style (non-cable) self locking mechanism,
- (xii) activated capability to provide the following from solar panel, hub, and/or other mechanisms or other portable mechanisms:
  - a) built-in active GPS,
  - b) initiate basic maintenance report directly from Bicycle to operator backend,
  - c) ability to initiate trip by manually entering member number, PIN and/or other identifying information directly on the Bicycle; via smartphone app; and communication with RFID card,
- (xiii) front and rear handlebar brakes,
- (xiv) kickstand, and
- (xv) space as shown in the Attachment B and other mutually agreed upon locations..

b. Unit prices for equipment shall remain firm for a period of one year from the execution of this Contract. At the end of the one-year period following the date of acceptance, equipment price changes may be allowed herein. Such price changes shall be documented in writing between Motivate and the City's Chief Procurement Officer as amendments. Motivate agrees to provide pricing for all products for which Motivate is an authorized distributor for the duration of this Contract if and when requested by the City.

## 2. Services

- a) Phase I System Start Up Fee: \$328,750 of the fee will be reimbursed by PBOT in accordance with Exhibit B and the invoicing procedures under this contract. Additional projected launch expenses of \$539,643 will be paid up-front by Motivate and will be applied to the Cumulative Operations Loss for later reimbursement through any Cumulative Net Profit.
- b) Operations Fee: Monthly Operations Fee which shall consist of the following (a) \$184 per Bicycle per month in connection with Motivate's performance of the Work for the previous month of operation (such Operations Fee to be calculated by multiplying \$184.00 by the number of Bicycles in operation during such month as well as a pro rata portion of any incomplete month for the first month of operation of the System) and (b) \$350.00 for each Bicycle wrap completed at the request of the Title Sponsor during the previous month of operation.
- c) Valet Station: up to three at no more than four hours each at no cost to City during Term. After that: \$1,000 for set up and \$100 per hour or operation
- d) Installation Fee after Phase I Launch: \$2,000 per station, including the site drawing
- e) Relocation of Station at City's request: \$700 per Station and \$500 per Hub.
- f) Service prices for equipment shall remain firm for a period of one year from the execution of this Contract. Following the end of the one year period referenced above, Motivate's prices may increase annually no more than the rate of the Consumer Price Index for the Portland region (CPI-U). Such price changes shall be documented in writing between Motivate and the City's Chief Procurement Officer as amendments.

Motivate shall submit any proposed pricing revisions in writing to the Project Officer for consideration at least thirty (30) days before the proposed effective date. All proposed price adjustments shall be calculated consistent with the methodology used to calculate the prices set forth in Motivate's original Proposal. Motivate shall certify this in its request for price adjustments. Price adjustments shall become effective thirty (30) days from the date of last signature on the Contract amendment document or as otherwise stated therein. Except that no increase in price adjustments shall become effective prior to a date one year following the date of acceptance. Price adjustments will only become effective by fully executed amendments, following receipt by the Project Officer of the requested price adjustment.

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