

**MASTER AGREEMENT #010726****CATEGORY: Transportation Services Payment Solutions****SUPPLIER: Matawan Mobility, LLC dba Ubitransport Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Matawan Mobility LLC dba Ubitransport Inc., 112 W. 34th Street, 18th Floor, New York, NY 10120 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 10, 2030, unless it is cancelled or extended as defined in this Agreement.
1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #010726 to Participating Entities. In Scope solutions include:
1. Sourcewell is seeking proposals for Transportation Services Payment Solutions. Awards under this solicitation for Transportation Services Payment Solutions will be in two (2) categories.
 - a. **Category 1:** Prepaid transportation services payment solutions:
 - i. Physical and/or virtual prepaid cards, accounts, and digital wallets that can be funded from multiple sources, such as:
 - i. End user deposited funds (both pre-tax and post-tax);
 - ii. Employer sponsored programs funding transportation services;
 - iii. Community programs funding end users who meet specific criteria such as income-based programs; and,
 - iv. Community programs targeting specific types of use cases such as commuter incentive programs.
 - ii. Complementary Transportation Services Payment Back office, account management, and platform services, such as:
 - i. Account management interfaces for entities and end users, including mobile applications;
 - ii. Real-time transaction monitoring and reporting;
 - iii. Autoloading and auto-disbursement of funds at regular intervals;
 - iv. End-user intake and sign-up services;
 - v. Marketing and advertising of program services;
 - vi. Advertising revenue services;
 - vii. Data analytics and performance analysis;
 - viii. Merchant Category Code and other use restrictions and limitations management;
 - ix. Customer service and support for all stakeholders;
 - x. Regulatory compliance services;
 - xi. Facilitation, generation, and support of periodic reporting for standard and custom reports; and,

- xii. Integration of payment solutions and access for use of transportation services with existing and future mobility platforms, such as: transit, rideshare, taxi, and micro-mobility.
- iii. Proposals in Category 1 may include complementary products and services from Category 2 if their primary offering is Category 1 products and services.

b. **Category 2:** Fare Collection and Ticketing transportation payment solutions systems:

- i. Fare collection devices and technology solutions, such as,
 - 1. Validation and ticketing devices;
 - a. Mobile and on-board validators;
 - b. Fare gates;
 - c. Standalone validators;
 - d. Ticket vending machines;
 - 2. Mobile payment collection systems;
 - a. Contactless card readers;
 - b. Digital wallet readers;
 - c. QR code validators;
 - 3. Validation inspection devices;
 - a. Handheld validators;
 - b. Biometric devices;
 - c. Fare inspection apps;
 - 4. Related fare media, such as data processing and communication devices and equipment;
- ii. Mobile Pay-As-You-Go ticketing solutions and technologies, such as:
 - i. Payment service provider integration;
 - ii. Fare calculation capabilities;
 - iii. Fare capping and post-payment models;
 - iv. Financial reporting;
 - v. Fraud detection and prevention;
 - vi. Integration with validation equipment; and,
 - vii. Automatic journey detection via smart devices.
- iii. Complementary Transportation Services Payment Solutions back office, account management, and platform services, such as:
 - i. Account management interfaces for entities and end users, including mobile applications;
 - ii. Real-time transaction monitoring and reporting;
 - iii. End-user intake and sign-up services;
 - iv. Marketing and advertising of program services;
 - v. Advertising revenue services;
 - vi. Data analytics and performance analysis;
 - vii. Customer service and support for all stakeholders;
 - viii. Regulatory compliance services;
 - ix. Facilitation, generation, and support of periodic reporting for standard and custom reports;
 - x. Training programs and materials for all stakeholders; and,

Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.
- a. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
 - b. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

- c. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- d. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- e. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- f. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- g. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- h. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- i. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- j. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- k. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- l. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- m. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- n. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- o. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- p. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- r. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- s. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.
- t. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

**Article 2:
Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included

Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
- Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);

- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
- c) **Use; Quality Control.**
- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed

operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- \$1,500,000 each occurrence Bodily Injury and Property Damage
- \$1,500,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

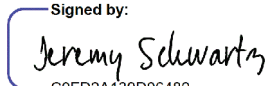
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all costs specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Matawan Mobility LLC dba Ubitransport Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 4/10/2026 | 1:04 PM CDT

Signé par :

 30D05BA4756E477...
 By: _____
 Jerome Tredan
 Title: CEO
 Date: 4/10/2026 | 3:28 PM CEST

RFP 010726 - Transportation Services Payment Solutions

Vendor Details

Company Name: Ubitransport INC
Does your company conduct business under any other name? If yes, please state: Quebec
Address: 500 place d armes
MONTREAL, Quebec H2Y2W2
Contact: PAULINE DELOBEL
Email: p.delobel@matawan-mobility.com
Phone: 514-238-0387
Fax: 514-238-0387
HST#:

Submission Details

Created On: Friday November 14, 2025 07:48:56
Submitted On: Wednesday January 07, 2026 09:23:03
Submitted By: JEFF CROSS
Email: j.cross@matawan-mobility.com
Transaction #: 79a64e8c-e4ec-4407-946a-ace1b6dbeee3
Submitter's IP Address: 147.243.190.80

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Matawan Mobility LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Ubitransport Inc. is our contracting entity for Canadian procurements with a local Canadian presence.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	T2RGFNJ5K2B4
5	Provide your NAICS code applicable to Solutions proposed.	513210, 485111, 485112, 485113, 485119, 485210, 485410
6	Proposer Physical Address:	112 W. 34th Street 18th Floor New York, NY 10120
7	Proposer website address (or addresses):	www.matawan-mobility.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Jérôme Tredan, CEO, j.tredan@matawan-mobility.com, 06 64 40 65 65
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Jeff Cross, Bid Manager, j.cross@matawan-mobility.com, 972-896-0897
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Remi De Marchi, Country Manager - North America, r.demarchi@matawan-mobility.com, 438-543-3526

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Matawan supplies software-focused solutions to public transit agencies. In the span of 13 years, Matawan has grown to support over 300 transit agencies, establishing us as the largest ABT-SaaS platform in the world of mobility. We have \$48 million in annual revenue, and unlike many of our fare collection peers, are profitable today. Our financial stability provides confidence in both the financial strength of our company and the terms of our proposals and pricing.</p> <p>As a pioneer betting on the cloud for greater flexibility, technical possibilities, and cost reduction, Matawan has established itself as a leader in fare collection as a service.</p> <p>Matawan's solutions today are installed on over 30,000 vehicles across over 300 transit agencies. We provide services for a variety of vehicles including buses, trains, and ferries. Our SaaS solutions are designed to scale for agencies with as few as 10 vehicles to agencies serving over 3,500 vehicles. Matawan's solutions provide transit agencies the solutions they need to provide reliable and economical fare collection and operations in any condition and across all their services.</p> <p>Matawan's software and validators have been available and deployed for over 13 years. Our premier product is WanFare, launched in 2012, which was the initial offering of Matawan and is the solution being presented to FST. We have continued to develop and evolve that product, adding enhancements and new features, for the benefit of all the transit agencies we serve.</p> <p>Matawan is guided by executives with a long history of serving public transit as well as deep backgrounds in their respective fields. Their leadership drives excellence across the organization as we strive to provide superior solutions that propel our transit agencies to further success. Thanks to the expertise of our teams, our innovative solutions, and our history of growth, Matawan has been awarded more than forty times including in 2022 being added to the prestigious international Red Herring Top 100 Global ranking.</p> <p>After dynamic growth delivering solutions for transit agencies in European and Canadian transit markets, Matawan has added resources to our North America team to expand our service offerings to American transit agencies. The Matawan portfolio of solutions addresses the near-universal needs of every transit agency with account-based fare collection, vehicle dispatch and management, AI-augmented analysis and reporting, and infrastructure and facility management tools.</p>
12	What are your company's expectations in the event of an award?	<p>Matawan is excited by the opportunity to partner with Sourcewell as a selected supplier of Fare Collection services and equipment for the public transit industry. We expect to build a strong and collaborative relationship with Sourcewell in the event of an award, ensuring our solutions align to the requirements of Sourcewell's members. We deliver high-quality, innovative fare collection solutions in an affordable SaaS model that any Sourcewell member will be able to leverage to upgrade their fare collection system.</p> <p>Matawan delivers turn-key solutions for our agency customers and will continue doing so for contracts initiated through Sourcewell. We have a US-based bid and implementation team to conduct project meetings and deploy our solution, as well as ongoing US-based technical resources for support. We have the supplier networks in place to provide products and adjunct services like installation. Our expectation is that we would continue to deliver these services (to the extent that the agency requests them) for agency contracts entered through Sourcewell.</p>
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Matawan is the leading European supplier for account-based SaaS fare collection services and equipment. We are also one of the few such providers who are profitable, and as such have unparalleled financial strength that has allowed us to enter the US and Canadian markets. We will attach our more recent financial reports as part of this submission.</p>
14	What is your US market share for the Solutions that you are proposing?	<p>Matawan only entered the US market at the start of 2025, hiring our US-based bid manager and solution engineer in April. We are proud to report that we have 2 agencies under contract in the US within the short, approximately 9 months, that we have been competing in this market.</p>
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Matawan only entered the Canadian market ahead of the US market, approximately starting in 2024. In that short amount of time, we have made significant inroads in the market, securing 6 Canadian agencies under contract.</p>

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Matawan has never been involved in any bankruptcy proceeding. We understand the trust members have in Sourcewell and their selected vendors and will provide written notice of any bankruptcy proceeding. As a profitable company (see question 13 above), we have no intent of taking such action.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Matawan is a service provider. Our solutions are sold and serviced by our internal teams and distributed through regional offices in the US, Canada, and Europe. We actively employ our own sales and bid management teams, as well as product development, deployment, and support teams. We have both supplier and adjunct service networks to assist in implementation, providing both equipment and installation resources. These endeavours are always actively managed and supervised by our implementation teams including onsite support of installation services.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Our solution is PCI compliant, including the L1, L2, and L3 certifications, for processing payment transactions. We also conform to GDPR regulations which, while generally not required for US and Canadian entities, demonstrates our significant commitment to data privacy and protection which generally exceeds those own Countries' requirements. Our cloud-hosting environment is Google Cloud Platform. Google Cloud (GCP) offers extensive compliance certifications and attestations, including global standards like ISO 27001, 27017, 27018, SOC reports, and sector-specific ones like FedRAMP (U.S. government) and HIPAA (healthcare), validated by independent third parties to cover security, privacy, and data protection for various regulations and industries, with documentation available on their compliance portal.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Matawan has never been involved in any debarments or suspensions. We understand the trust members have in Sourcewell and their selected vendors and will provide written notice of any status change.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Thanks to the expertise of our teams, our innovative solutions, and our history of growth, Matawan has been awarded more than forty times including in 2022 being added to the prestigious international Red Herring Top 100 Global ranking.	*
21	What percentage of your sales are to the governmental sector in the past three years?	100% of our sales are to public transit institutions within the government sector.	*
22	What percentage of your sales are to the education sector in the past three years?	We support features and functionalities within the platform that allow public transit agencies to support their educational partners through choices like student discounts or free passes. But we do not directly sell or compete in the education sector within North America.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	This will be Matawan's first cooperative purchasing agreement. We are excited to leverage the opportunity Sourcewell creates to engage our prospects in the opportunity this creates for a streamlined procurement and contracting process. If necessary, we are open to exploring and establishing other cooperative agreements to support our partnerships and projects.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Matawan's does not have any GSA or SOSA agreements. If necessary, we are open to exploring and establishing other cooperative agreements to support our partnerships and projects.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
STC (Canada)	Simon Berthiaume	1 450 743 3336	*
Drummondville (Canada)	Jean Francois Lemieux	1 819 478 6550	*
Saint Jean Sur Richelieu (Canada)	Stephane Le Febvre	1 450 359 2010	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Matawan uses a direct sales and support model where sales force are all employees of the company. Our salesforce is comprised of three sales people covering North America. They are supported by customer success managers and a bid manager and solution architect within the US, with support by the larger team from our headquarters in Europe. The NorAm team's primary role is designing, selling, and servicing our customers. Our sales team has 50 years of combined experience selling SaaS solutions including ticketing to public transit agencies. In addition to our transit experience, the Matawan sales team holds a wealth of knowledge in mobile apps, payments, transit-adjacent services and technologies, and business operating models. As such, we find that a collaborative sales model with a focus on consultative selling has been very successful in helping both Matawan and our customers succeed in implementing new technology that improves both customer experiences and agency efficiency.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Matawan does not use authorized sellers. We act as the sole sales channel for our products to ensure that we maintain the highest standards in sales and sales fulfillment.	*
28	Service force.	Matawan's service force includes a local presence within both the US and Canada for solution implementation and deployment, as well as ongoing technical support and customer success. The service force is technically capable of autonomous operation and aligns to our agencies' operational schedules to provide ongoing support. The local North American teams are supported by the Europe team who has additional technical and engineering experts when an issue exceeds the technical capabilities of our local presence.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Upon being awarded a contract to deploy our fare collection solution, Matawan handles all aspects of order completion and fulfillment. Matawan prepares and presents the solution design, manages the procurement of the hardware, provides project management oversight for the term of the deployment, and technical professional services to configure and deploy the software, as well as train the agency on the new solution. We directly employ the trained professionals necessary to fulfill these responsibilities. We leverage proven 3rd-party partners to perform in-vehicle installations under the direct supervision of our project manager. Upon successful award of a tender, a contract will be prepared in collaboration with the customer. A supporting statement of work (SOW) will be prepared that sets out all aspects of our pricing and solution design, delivery methodology, service levels, and payment terms.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Matawan provides comprehensive customer service as part of every solution. We customer service includes a self-help portal to efficiently answer the most common questions, online ticketing service to support issues that are more complex, and direct phone support for urgent issues. As a SaaS service provider, we provide these ongoing support mechanisms for the life of our engagement with each customer. Our comprehensive SLAs are included with every contract and we are willing to negotiate those SLAs to the requirements of individual customers. Our high availability and resilient architecture allows us to commit to 99.9% platform availability. We tailor our SLA response times to the severity of the issue, with tier 1 issues receiving responses in under an fifteen minutes, target resolution within an hour, and committed resolution times in under 4 hours. We provide direct customer service through our own teams and thus do not have or need incentives for third parties to meet our commitments.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Our sales and service personnel live across the country in both the US and Canada. We are committed to extending our service to all Sourcewell members in the US and Canada.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our sales and service personnel live across the country in both the US and Canada. We are committed to extending our service to all Sourcewell members in the US and Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no geographic constraints in the United States and Canada to support Sourcewell partners.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We do not intend to restrict access and welcome all entities.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Matawan has no restrictions or specific requirements that would apply to participating entities in Hawaii, Alaska, or U.S. Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, it is subject to Matawan's standard review and due diligence process.	*

Table 4: Marketing Plan (50 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Matawan is rapidly expanding our North American footprint and is making significant capital expenditures within the market to promote our company and solutions to raise brand awareness. Our marketing efforts are amplified by data to ensure precision targeting, campaign optimization, and actionable insights. Key aspects include:</p> <ol style="list-style-type: none"> 1. Tradeshow Attendance for In-Person Meetings We provide boots-on-the-ground staffing at regional and national industry-specific tradeshows as we find these tradeshows are the best way to meet our clients. Tradeshows including industry-affiliated events like APTA and SWTA, as well as state-level events like FPTA in Florida. We find these tradeshows to be invaluable for raising awareness and expanding our influence directly with prospects, customers, and industry partners. 2. Targeted Outreach to Key Stakeholders We identify and target industry-specific executives, operations teams, and decision-makers using precise segmentation based on industry pain points (e.g., ticketing and payments, data analytics, bus and queue management, etc.). Outreach channels include LinkedIn campaigns, direct email sequences, and industry-specific publications. 3. Leverage of Case Studies and Thought Leadership We believe the best approach to promoting our solution is by promoting our customer success stories or case studies. In partnership with our customers and partners, we produce testimonial case studies to highlight the success that our customers and partners have delivered by deploying our software and technology solutions. Matawan benefits from a catalog of case studies across public transit. 4. Event Sponsorships and Speaking Opportunities Matawan is an active participant at key industry events and industry awards in conjunction with our tradeshow attendance. We participate in and sponsor high-impact industry events. Our goal is to showcase our expertise in providing solutions to industry-specific problems. Events are our stage to promote targeted solutions to common industry problems. 5. Social Proof and Testimonials We believe in the power of social media to promote customer and industry advocacy. We use testimonials from satisfied partners to establish credibility and reinforce our reputation as a trusted provider of AI-powered solutions for complex environments. <p>We believe the Sourcewell vendor selection will add significantly to our existing efforts and we intend to promote our selection in conjunction with these efforts. We see these opportunities including press releases announcing our award, as well as promoting Sourcewell at tradeshows to raise awareness of this exciting contracting opportunity and avenue. Dedicated landing pages tailored for this contract opportunity would serve as the central hub for digital marketing efforts, hosting downloadable resources like white papers and case studies while capturing leads for follow-up and automated nurturing.</p> <p>We will work with Sourcewell to ensure alignment and approval of these marketing efforts as required.</p>

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We utilize a host of technological resources to refine our marketing and enhance the effectiveness of every marketing dollar spent. This includes:</p> <ol style="list-style-type: none"> 1. Research through Social Media for Audience Insights We analyze LinkedIn metadata to understand our audience's demographics, engagement patterns, and preferred content formats. We use this data to refine our targeting and ensure our campaigns resonate with key industry ICPs. 2. Launching Geo-Targeting and Programmatic Advertising Campaigns We utilize geo-targeting to ensure campaigns are highly localized, reaching stakeholders in specific regions or agencies. Programmatic advertising extends our reach across premium, industry-specific platforms. We leverage keyword research and analytics to create high-value content tailored to transit-agency stakeholders to create SEO and Data-Driven Content Development. Search engine marketing (SEM) campaigns, paired with retargeting ads, drive additional visibility. 3. Monitoring and Reporting on Campaign Effectiveness Utilizing the resources available through our various channels, we monitor the effectiveness of every campaign and report the results across our internal stakeholders including at the executive level. We refine future campaigns based on these metrics to ensure every future dollar spent is informed and enhanced by our prior campaigns. 	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We welcome Sourcewell and any opportunity they may have to promote Matawan to its customer base through its marketing and communications program.</p> <p>We believe the Matawan carries a significant responsibility to promote the Sourcewell agreement and are committed to doing so. Matawan will use the Sourcewell brand and product offering in our sales and marketing collateral to promote our accreditation as an Sourcewell provider. Within the sales process, we routinely engage agencies in pre-RFP education and marketing outreach including at tradeshow and in-person product demonstrations. We are excited, during these engagements, to introduce Sourcewell as a procurement vehicle that satisfies all required open-source procurement laws will significantly reducing the cost and complexity of an agency-driven open RFP. This will allow us to steer customers towards Sourcewell to accelerate and simplify the procurement process for the benefit of all parties.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Matawan solutions are not available through an e-procurement ordering process.	*

Table 5A: Value-Added Attributes (150 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>To ensure a successful launch, Matawan delivers onsite training courses to each of our customers during initial solution launch. Training is multiple days, and covers specific courses and topics aligned to key stakeholders including drivers, solution administrators and any other personnel using the system. The aim of these training courses is to make users autonomous so that they can maintain and operate the systems.</p> <p>Our comprehensive solution pricing includes onsite training that is conducted in person at the transit agency's facilities. Training generally takes place over the course of a few days and is scheduled at customer's convenience. In addition to standard training, customers are provided with teaching aids and "memo cards" at the end of the training courses. After training, cloud users also have direct access to an online knowledge base that contains the latest updates on system functionality, articles to answer a specific question, and other self-guided learning tools. This knowledge base is regularly updated with new articles.</p> <p>Matawan's training plan includes 7 courses adapted to each user's role and taught by a dedicated, experienced trainer. This program is a suggestion based on our experience. It will be reviewed jointly with the customer during the Configuration Data Gathering phase, with a view to making any necessary modifications.</p> <p>Training courses are comprehensive and aligned to the agencies' needs and the key participants using and administering the system. We do suggest class sizes be kept small to help encourage participation and ensure questions are freely asked and completely answered. We do not however limit class size and can subdivide training as needed to accommodate more participants.</p>	*

<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Matawan's fare collection solution offers industry-leading account-based fare collection solutions in a comprehensive software-as-a-service model. This means agencies receive:</p> <ul style="list-style-type: none"> - Cost Effective Solutions that leverage public cloud infrastructure to deliver technically advanced solutions that scale from the smallest 4-bus systems to over 1000 buses. - Feature Rich Content that provides the latest advancements like discount fares and fare capping - Rich Payment Options so riders can use their preferred credit and debit cards, the included mobile app, or traditional transit cards - No Cost Maintenance and Support which ensures the platform is always updated and support options are always available for the life on the contract <p>In addition, Matawan's solution offers sophisticated technological improvements over traditional solutions in our space, which include:</p> <ul style="list-style-type: none"> - Online rider registrations for discount fares and workflow management tools for agencies to approve those requests, which significantly reduces in-person agency visits and the manpower needed to support them; - Highly-targeted fare policies that allow agencies to design and support specific use cases like free rides for children after school, or free one-way rides for tourists returning from popular nightspots in a cities entertainment district. - Multi-modal payments that unify fare collection across fixed route, paratransit, and on-demand services through our unique combination of validation devices and the flexible fare policy previously mentioned.
<p>43</p>	<p>Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Matawan has, since its creation, worked with an environmental vision through its activity, monitored by our own team and in conjunction with external consultants. Here is how Matawan is supporting environmental protection and working on his improvements. Matawan is committed to modernizing public transport while actively supporting the ecological transition through a continuous environmental improvement process. This commitment is validated by an Ecovadis Silver medal (score of 72/100 in Aug. 2025), placing them in the top 15% of evaluated companies across all sectors. Matawan's environmental strategy revolves around several key areas:</p> <ul style="list-style-type: none"> - Durability and Repairability: Matawan prioritizes equipment chosen for its strong durability and repairability. - Recycling and Waste Reduction: Matawan partners with local recycling companies, to manage the take-back and recycling of old ticketing equipment. This supports the local economy and reduces their carbon footprint. - Eco-design and Compliance: Matawan follows a responsible procurement policy and evaluates suppliers based on an CSR criteria grid. Equipment manufacturers may hold certifications like ISO 14001 (Environmental Management System). Matawan also chose multifunctional equipment to reduce the waste and diversity of spare parts, in conformity with the WEEE Directive (Waste from Electrical and Electronic Equipment). <p>Matawan is committed to reducing its carbon impact through various action plans. Our CSR framework includes a focus on the Climate , and we actively seek to contribute to decarbonizing mobility by proposing connected solutions.</p> <p>Key actions contributing to this goal include:</p> <ul style="list-style-type: none"> - Digital Transformation : Matawan's 100% digital, server-centric, SaaS solution minimizes the need for extensive on-site infrastructure and heavy hardware installation, leading to reduced space requirements, simplifying installation, and accelerating speed compared to conventional ticketing equipment. - Carbon footprint monitoring : Matawan regularly monitors its carbon footprint and set up an action plan to reduce it. - Carbon-Conscious Equipment Choices : Matawan provides customers with an estimated carbon impact for key hardware. - Data for Environmental Insight: Our solution centralizes data and generates dashboards to facilitate decision-making, aiming to reduce the environmental footprint of journeys through a better understanding of usage patterns. <p>Matawan influences its stakeholders through training, partnerships, and transparent policies:</p> <ul style="list-style-type: none"> - Staff/Employees: Every Matawan employee receives training on carbon emissions and is encouraged to find ways to reduce their daily emissions. Internal initiatives encourage green commuting, such as carpooling and public transport use. Matawan also implements measures like selective sorting, blocked thermostats, and motion-sensor lights to reduce energy consumption. - Suppliers: Matawan integrates CSR criteria into its selection process and expects suppliers to certify their environmental and social management systems (e.g., ISO 14001, ISO 45001). They engage in responsible procurement to ensure the environmental consciousness of their products. - Customers and Communities: by promoting sustainable choices such as deploying of Open Payments and the mobile app to reduce physical fare media, improving transparency by actively communicates its CSR approach and supports the Sustainable Development Goal 11 ("Sustainable Cities and Communities"), and encouraging recycling by finding local partners to recycle old equipment. <p>Matawan's fare collection solution also encourages agencies to consider and monitor their impact on the environment. Matawan can provide comprehensive reporting to track progress and improvements throughout the life of the project, based on data extracted from the backoffice. Our solution supports</p>

		<p>- Systems and Environmental Data:</p> <ul style="list-style-type: none"> - CO2 Emissions Report: Matawan's built-in module includes a predefined CO2 indicator and report. - Vehicle Characteristics: Data on vehicle type, main and secondary energy sources, CO2 rejection metrics, pollution standards, and accessibility status are recorded and exportable. - Operational Efficiency (Directly impacting emissions): <ul style="list-style-type: none"> - Course Launch Rate: The percentage of scheduled courses that were launched, available via the dashboard. - On-Time Performance/Punctuality: Advance/retard alerts and reporting, crucial for optimizing routes and reducing idle time. - Kilometer Statistics: Comparison between theoretical and actual kilometers traveled, helping to track and reduce operational variances and non-revenue travel. - Asset Management (Supporting Durability/Repairability): <ul style="list-style-type: none"> - Equipment Status and Anomalies: Real-time information on equipment status (On/Off), software versions, and connectivity issues, allowing for proactive maintenance and repair. - Stock Management Reports: Tracking the distribution and inventory of consumables (tickets, spare parts). - Maintenance Activity: Logs of anomalies and maintenance interventions, providing data for tracking Mean Time Between Failures (MTBF) and Mean Time To Repair (MTTR). <p>These data points provide the granular and aggregate information necessary for an agency to track environmental impact, operational efficiency, and the efficacy of the new system in supporting sustainability goals.</p>
44	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Matawan has received the Ecovadis Silver medal (score of 72/100 in Aug. 2025), placing us in the top 15% of evaluated companies across all sectors.</p> <p>Furthermore, Matawan complies with the WEEE Directive (Waste from Electrical and Electronic Equipment) and that its equipment manufacturers may hold certifications like ISO 14001 (Environmental Management System)</p>
45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Wanfare provides a comprehensive solution to modernize fare collection for transi agencies, including:</p> <ol style="list-style-type: none"> 1. Broad Applicability, scaling from the smallest to largest agencies including the cost-effectiveness to reach very small agencies and technical sohplistication to meet large agency requirements. 2. Cost effectiveness, including all support and maintenance costs in a comprehensive solution 3. Reliability, leveraging public-cloud infrastructure to deliver reliable services in a protected environment 4. Personal Privacy, bringing Europe's board data and privacy protections (GDPR) to the North American market 5. PCI-Compliance, ensuring the industry's best data protections are embedded within our GDPR-compliant operations 6. Comprehensive training and support that ensures agencies are never saddled with unexpected costs 7. In-house sales and support ensures we are accountable for delivering best-in-class customer service 8. Comprehensive solution that embraces every form of transit and transit-adjacent service like bike storage and shared mobility 9. Rich Data and Reporting giving agencies unmatched analysis capabilities from built-in reporting, options for adjunct AI-powered analysis, and exports to 3rd-party platforms <p>The product features that differentiate us within the market include:</p> <ol style="list-style-type: none"> 1. A fare engine with flexible rules that make it easy to create and manage the most granular fare policies 2. A comprehensive, white-label, rider-focused mobile app that is agency-branded (at no charge) for rider convenience. 3. A host of agency-focused tools that reduce workload and simplify management, including : <ul style="list-style-type: none"> - workflow management solution to request and approve discount fares that can virtually eliminate in-person applications typically associated with those fares - automated fare class administration that reduce the operational overhead that discounts can create - fare calendars and free ride rules that automate free-fare periods for events and holidays 4. An option to reduce agency costs by using our AVL solution provided at no additional monthly fee 5. The comprehensive suite of transit focused features including account-based solution, fare capping, discount fares, with unlimited data storage and unlimited users at no additional charge. <p>In short, Wanfare provides industry leading features in a cost-effective package that comprehensively addresses fare collection for any size agency.</p>

46	<p>Demonstrate your capabilities and experience implementing fare subsidy programs, custom rewards programs, and other types of incentive programs.</p>	<p>Across every one of our 300 agencies, there exists some form of fare subsidy or rewards programs across each one of them. These include:</p> <ul style="list-style-type: none"> - Discount fare classes for riders (like students or seniors for reduced-rate rides, or free rides for children.) - Discount fare products targeted to riders with special fare classes (like reduced rate monthly passes for seniors.) - Partnership programs like reduced rate or subsidized products for major area employers - Institutional programs like free semester passes for college students that are often subsidized by the college - Fare capping that promotes and rewards frequent ridership by providing free rides with a certain number of paid rides within a defined time period; - Repeat product purchases that allows agencies to reward product purchases like by 2, get one free, or buy 11 monthly passes in a row and get the 12th pass free. <p>Matawan's account-based solution makes it easy to track and reward frequent ridership, promoting public transit and encouraging utilization through targeted rewards and benefits. Our built-in CRM solution also allows agencies to track customer history - tracking purchases, usage, and also free-form notes that allow the agency to record customer service interactions and any special actions taken on behalf of the customer.</p>
47	<p>Describe how the proposer's prepaid transportation services touchless payment solutions meet the most up-to-date, and applicable, EMV Level 1 and 2 certifications, as well as NFC/contactless payment standards; include details regarding tokenization and encryption capabilities used to ensure secure transactions.</p>	<p>Matawan is fully PCI compliant and capable of accepting credit and debit cards online, in app, and in person - allowing riders to pay fares when boarding using credit and debit cards. We provide L1 and L2 certified devices that facilitate cEMV transactions. We also provide the L3 end-to-end certification for those devices to allow them to interoperate with proven payment service providers including gateways and acquirers. All such communications are PCI compliant meaning they are encrypted at the reader, pass through the network encrypted, and decrypted by the gateway and processor. This methodology ensures that PCI scope has the absolute minimal compliance burden for our customers. As a service provider, Matawan does also not directly store or process sensitive payment details and thus minimizes our own PCI exposure (and thus risk of security breaches) by leveraging well-proven industry veterans to provide essential decryption and tokenization services for us.</p> <p>In summary, Matawan provides PCI-compliant services to our transit agency customers that minimizes their PCI compliance burdens.</p>
48	<p>Demonstrate your account and platform management and back-office service capabilities and solutions that support end-users, back office, and operations.</p>	<p>Matawan delivers a turn-key solution that comprehensively addresses the needs of all stakeholders including end-customers (transit riders), agency staff and vehicle operators, and third-party institutional and reselling partners. For riders, this includes a mobile app and online portal to manage their account, and paying for fares via credit and debit cards, the mobile app, cash, or transit cards. For the bus drivers, our validators automate eligibility checks for discount fares, best-fare payment rates for the service being used and rider boarding, and fare calculation and deduction from the rider account. For agency administrators, our solution stays automatically up-to-date by importing GTFS files and feeds to inform us of service layouts (routes/stops/schedules) and daily operations like vehicle assignments and dispatch status. Our back office allows agencies to assign equipment to vehicles and monitor its health to ensure continuous operations. The fare policy tools enable agencies to define flat fares, distance and zone-based fares, discounted fares, fare products like passes and tickets, and both broadly applicable products or highly-targeted products like institutional passes for a specific employer. Transit planners in the agency also enjoy rich data reporting and analysis capabilities that can be viewed in our dashboards, detailed reporting tools, optionally run through our AI-powered data analysis tools, or exported into 3rd-party tools like Excel or GIS mapping tools like ArcGIS.</p>
49	<p>Describe the capabilities your products and services offered have to maintain compliance with ADA standards, accessibility, and usage; including any language, captioning/CART services, and accessible digital content.</p>	<p>All user interfaces and touch points are designed to be ADA compliant. This includes user interfaces designed with high visibility UX elements such as background and colors to improve legibility, accessibility features like screen readers, multilanguage interfaces including French, English, and Spanish. The installation of validators also follows the needs and recommendations of the transit agency while respecting accessibility standards for people with disabilities. The validator is designed to ensure accessibility for all audiences in accordance with ADA regulations.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Matawan actively seeks subcontractors to align to our customer's goals for utilizing an MBE, WBE, or VBE partners on a project-by-project basis. Our preferred installation partner has DBE certifications in over 30 states, which is the most commonly requested certification in our procurements.
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Matawan actively seeks subcontractors to align to our customer's goals for utilizing an MBE, WBE, or VBE partners on a project-by-project basis. Our preferred installation partner has DBE certifications in over 30 states, which is the most commonly requested certification in our procurements.
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Matawan actively seeks subcontractors to align to our customer's goals for utilizing an MBE, WBE, or VBE partners on a project-by-project basis. Our preferred installation partner has DBE certifications in over 30 states, which is the most commonly requested certification in our procurements.
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Matawan actively seeks subcontractors to align to our customer's goals for utilizing an MBE, WBE, or VBE partners on a project-by-project basis. Our preferred installation partner has DBE certifications in over 30 states, which is the most commonly requested certification in our procurements.
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Matawan actively seeks subcontractors to align to our customer's goals for utilizing an MBE, WBE, or VBE partners on a project-by-project basis. Our preferred installation partner has DBE certifications in over 30 states, which is the most commonly requested certification in our procurements.
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Matawan actively seeks subcontractors to align to our customer's goals for utilizing an MBE, WBE, or VBE partners on a project-by-project basis. Our preferred installation partner has DBE certifications in over 30 states, which is the most commonly requested certification in our procurements.
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Matawan actively seeks subcontractors to align to our customer's goals for utilizing an MBE, WBE, or VBE partners on a project-by-project basis. Our preferred installation partner has DBE certifications in over 30 states, which is the most commonly requested certification in our procurements.
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Matawan actively seeks subcontractors to align to our customer's goals for utilizing an MBE, WBE, or VBE partners on a project-by-project basis. Our preferred installation partner has DBE certifications in over 30 states, which is the most commonly requested certification in our procurements.
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Matawan actively seeks subcontractors to align to our customer's goals for utilizing an MBE, WBE, or VBE partners on a project-by-project basis. Our preferred installation partner has DBE certifications in over 30 states, which is the most commonly requested certification in our procurements.

Table 6A: Pricing (350 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	Matawan's standard invoicing is quarterly with net-30 payment terms. Accepted payments are ACH / Wire Transfers or checks.

60	Describe any leasing or financing options available for use by educational or governmental entities.	Matawan is willing to consider leasing or financing options on a case-by-case basis. We creatively align our solution pricing to best-fit the needs of each agency and their funding sources.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Matawan attempts to make contracting as simple as possible and thus we are willing to supply templated agreements for our SaaS services or leverage a customer's agreement as the starting point for negotiations. We will include our standard SOW and SLA agreements as a reference for Sourcewell and their clients.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, Matawan has not seen a agency-driven requirement or request for these processes.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Matawan's product offering consists of capital expenses for equipment and implementation services, as well as an ongoing monthly service fee. We offer line-item discounts for our capital expenses and an affordable service fee calculated simply by the number of vehicles deploying our solutions. This transparent and easy-to-understand model is what has fueled our rapid success and expansion.</p> <p>Our pricing model includes hardware, any perpetual third-party software licensing required, and professional services as upfront capital expenditures. Below are example items that represent a typical deployment:</p> <p>Hardware -Validators -Fareboxes (as requested for cash) -Mounting brackets and cabling</p> <p>Professional Services -Technical site survey -System configuration & deployment -Training -Project management</p> <p>We also charge an annual subscription that covers data processing and storage fees, remote monitoring and support fees, and any third-party software support license fees. An example is below:</p> <p>Monthly Subscription -Platform fee (per vehicle)</p> <p>A more detailed pricing list has been uploaded with this response, which indicates the Sourcewell discounted price.</p>	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	In order to ensure Sourcewell customers receive the best pricing possible, Matawan has applied a per-item discount to each item in our price list. These aggressive discounts are clearly shown in our pricing sheet uploaded with this submission.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Matawan offers discount pricing based on volume under certain conditions and would be delighted to negotiate the volume discounts on a case-by-case basis.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	As a technology solution provider, we are often asked to provide sourced products that serve as adjuncts to our core product offerings. Each case is unique, but commonly-requested items like vehicle mounts for hardware are provided at a minimal markup as a benefit for our agency partners.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	When we price projects, we include as many elements of the total project cost as we can reasonably estimate upfront, including hardware staging, shipping, and handling. We understand that our agency customers have strict budgets and expenditure rules and thus price our solutions to be comprehensive. We can process change requests for any items that present themselves during deployment that we were unaware of, but do so only as a last resort and in conjunction with our customers to maintain transparency and awareness.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Matawan's comprehensive project pricing includes freight, shipping, and delivery. We build in the cost of freight and order fulfillment within our pricing offer. We utilize our local suppliers to receive and warehouse equipment inventory until the installation process is ready to begin. We also build in the cost of hardware commissioning - configuration and testing - to ensure a comprehensive solution that is delivered ready to operate.	*

69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>In addition to the details provided for all Sourcewell entities detailed above regarding freight, shipping, and delivery, for our Canadian programs, Matawan maintains a distinct corporate presence in country. As a Canadian-based entity, we mitigate the risks of tariff changes by sourcing our hardware and components exclusively from Canada and Europe. Because we do not rely on supply chains subject to US-based tariff programs, we can guarantee price stability and a consistent supply of equipment throughout the entire duration of the contract.</p> <p>Hawaii and Alaska, being highly specific geographies, would have their own special pricing applied and would be highly dependent on the size and scope of the specific project. Matawan would work to follow our pricing and delivery models outlined above for these agencies on a case-by-case basis.</p>	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Matawan offers a truly turn-key solution delivery model that broadly encompasses public transit agency requirements with the flexibility to meet specific customer requirements. Otherwise, there are no unique distribution and/or delivery methods or options offered in our proposal.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Matawan will implement a comprehensive self-audit program to verify compliance with our proposed agreement with Sourcewell, ensuring that all participating entities receive proper pricing and contractual benefits. Our self-audit process will include the following key elements:</p> <p>1. Pricing Verification and Monitoring</p> <ul style="list-style-type: none"> - Matawan will maintain a centralized pricing database that reflects the agreed-upon Sourcewell contract pricing. To ensure compliance, every quote and purchase order from a Sourcewell participating entity will be cross-checked against the contract price list. - A quarterly pricing audit will be conducted to confirm that no unauthorized pricing deviations have occurred. <p>Sales and Contract Compliance Review</p> <ul style="list-style-type: none"> - Pre-Sale Compliance Check: The sales and Pre-Sales teams will verify that Sourcewell members are provided with contract-eligible pricing before finalizing sales. - Post-Sale Review: Periodic internal audits will analyze invoices and purchase records to ensure alignment with the Sourcewell agreement. - Discount Tracking: Any applicable discounts or promotional offers will be documented and reconciled to confirm that they do not conflict with contract terms. <p>Automated Reporting and Transparency</p> <ul style="list-style-type: none"> - Matawan will generate quarterly reports summarizing Sourcewell contract sales, including pricing details, entities involved, and any deviations. - These reports will be shared with Sourcewell upon request to maintain transparency. 	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>"The key internal metrics we track to measure project or contract win performance are twofold:</p> <p>Lead Tracking : Any inbound leads generated from the Sourcewell platform will be tracked through Salesforce as well as any additional opportunities in which Sourcewell plays a role in closing the opportunity.</p> <p>Contract Award : Total Contract Value gross margin, project delivery milestones and timeframes, team resource allocation</p> <p>Platform Usage : Software user adoption, platform utilization metrics, and qualitative metrics gathered from monthly, quarterly, and annual business reviews with end-user stakeholders"</p>	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Matawan will remit an Administration Fee of 2% of the Total Contract Value (TCV) of the Matawan quote provided to the customer, payable to Sourcewell.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Matawan recognizes the value of participating in the cooperative purchasing agreement that Sourcewell creates. Our provided pricing reflects a significant discount that is as good or better than pricing we would extend to individual agencies for similar services, reflecting the value created by Sourcewell.

Table 7A: Depth and Breadth of Offered Solutions (250 Points, applies to Table 7A, 7B and 7C)

Line Item	Question	Response *
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75	Provide a detailed description of all the solutions offered in the proposal.	<p>"Matawan provides public transit agencies with a comprehensive and turnkey fare collection solution that:</p> <ol style="list-style-type: none"> 1. Meets riders payment needs with a mobile app, transit cards, and tap-to-pay credit cards; 2. Minimizes driver's workload through automated system operation and fare validation; 3. Supports cash fares via cash digitization and options to use new or existing fareboxes; 4. Is a turnkey solution by providing comprehensive delivery, installation, training, and support; 5. Provides troublefree ownership with upgrades and future feature releases included. 6. Goes live on time and on budget <p>In order to provide transit agencies with a modern fare collection solution that is easy to administer, flexible for future growth, and robust enough to survive the rigors of transit, Matawan is pleased to present our Wanfare solution. Wanfare is Matawan's solution for transit agencies who need a modern, cloud-hosted SaaS fare collection system that is:</p> <p>Modern : Developed on the latest technological platforms, every element of the user experience is clean, modern, and easy to use.</p> <p>Efficient : Realizing significant cost savings by leveraging public cloud infrastructure and existing 3rd party solutions for common needs like validators.</p> <p>Flexible : Wanfare is well-suited for use across all agency services and fleet types, with multiple hardware validation options, extensibility to 3rd-party services like microtransit and shared transit, and an industry leading back office.</p> <p>Reliable : In operation today in over 300 transit agencies across a number of countries and climates including Canada and Europe, Matawan has shown that our solutions are well-suited to the rigors of transit.</p> <p>Scalable : Deployed in agencies as small as ten vehicles and proven to support agencies with over 1,000 vehicles, Wanfare combines a modern architecture with a proven deployment strategy to support limitless growth.</p> <p>Wanfare provides a single solution that delivers everything an agency needs to deliver equitable and reliable fare offerings to their customers, intuitive hands-off fare collection for their operators, and oversight and management capabilities for the administration.</p> <p>Riders will enjoy the effortless convenience of paying fares with their credit cards, or phones and watches backed by digital wallets. They will also have a modern, full-service mobile application that enables journey planning, real-time bus location and arrival updates, and fare management. And riders can always opt for transit cards, paper tickets, or temporary contactless media (as the agency chooses to offer.) For account management, riders can choose the intuitive mobile app or online portal to check balances, buy fares, review transaction history, and other common rider account management issues. Cash customers are not abandoned; with Wanfare's diverse retail network options and cash digitization strategies, cash fares will be significantly reduced while still fully accommodated.</p> <p>Bus drivers and vehicle operators will enjoy the convenience of fully-automated fare enforcement with the newly-installed onboard validators. Wanfare automatically logs drivers into the system and recognizes the service and route assignment from the agencies' GTFS data feed. Wanfare's validators take all forms of payment and work online and offline for dependable service. Operators experience less workload and stress when they do not need to check fare eligibility and Wanfare's account-based solution completely automates onboard eligibility verification. With validation solutions to suit all vehicle sizes and transit services, Wanfare's technology will simplify vehicle operator experiences across their services.</p> <p>Matawan's solution also provides agency administration with the variety of functions that they require to operate successfully. Transit planners will have the power of a sophisticated dashboard, combined with an AI-powered analysis tool to deliver clear and simple answers to complex data-analysis questions. The administration will have a highly configurable fares engine that can easily implement fare changes, introduce new passes, support common business rules like passback and fare capping, and create complex enforcement rules to ensure proper transit usage for any rider or class of customer. Administrative changes to the back office are automatically propagated across the transit network in near real time to ensure every change is effective as quickly as the agency demands. Customer service agents have clear views of every rider account with real-time updates on passenger rides and transaction history, intuitive interfaces for account adjustments and refunds, and built-in note taking to log interactions and account changes as needed. "</p>
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	As a comprehensive AFC provider, Matawan provides everything requested in both Category 1 and Category 2 solutions within this RFP. We have proactively answered every requirement with our solution capabilities.

Table 7B: Depth and Breadth of Offered Solutions - Category 1

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

We will not be submitting for Table 7B: Depth and Breadth of Offered Solutions - Category 1

Line Item	Category	Subcategory	Offered *	Comments
77	Prepaid Transportation Services Payment Solutions		<input checked="" type="radio"/> Yes <input type="radio"/> No	Offering digital wallets that can store both stored value and pass product, Matawan allows agencies to launch prepaid solutions across their services.
78		Physical pre-paid cards that can be funded from multiple sources	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Matawan's solution allows agencies to offer physical prepaid cards. These include industry-leading options to support both Desfire cards and Calypso cards, each of which is a industry-leading solution for transit agencies with differing global market penetrations. Both offer secure and flexible fare media, and can be procured and supported in plastic and cardboard forms, as well as a variety of form factors like cards, bracelets, etc, to align to an agency's requirements.</p> <p>As an account based service, Matawan records prepaid funds and fare products in a customer account. The fare media (pre-paid cards in this example) are linked to that account so that the fare products are associated with the card. Riders have the choice of using physical or virtual media, and can change media upon request with minimal effort by the transit agency.</p> <p>Funding sources include cash and cash digitization channels, credit and debit cards, and digital wallets like ApplePay, Google Wallet, and Paypal.</p>

79		Virtual pre-paid accounts, digital wallets that can be funded from multiple sources	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Matawan's solution allows agencies to offer virtual prepaid accounts. As an account based service, Matawan records prepaid funds and fare products in a customer account. The fare media (virtual accounts in this example) are linked to that account so that the fare products are associated with the virtual account. Riders then use the mobile app to present a QR code which represents their account when boarding. The QR code within the mobile app is read by the validator's optical scanner, the best fare pricing and product is applied automatically for the benefit of the rider, and the boarding is approved with no operator/driver involvement.</p> <p>Funding sources include cash and cash digitization channels, credit and debit cards, and digital wallets like ApplePay, Google Wallet, and Paypal.</p>
80	Back office, account management interfaces for entries and end-users, including mobile applications		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Matawan's solution includes distinct user interfaces for riders and agency administrators. These interfaces allow each participant to perform account management aligned to their respective roles.</p>
81		Account management interfaces for entities and end-users, including mobile applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Matawan's solution includes a modern, full-service mobile application for end-customers (riders) that enables journey planning, real-time bus location and arrival updates, and fare management. And riders can always opt for transit cards, paper tickets, or temporary contactless media (as the agency chooses to offer.) For account management, riders can choose the intuitive mobile app or online portal to</p>

check balances, buy fares, review transaction history, and other common rider account management issues.

Matawan's solution also provides an agency's administration with the variety of functions that they require to operate successfully. Transit planners will have the power of a sophisticated dashboard, combined with an AI-powered analysis tool to deliver clear and simple answers to complex data-analysis questions. The administration will have a highly configurable fares engine that can easily implement fare changes, introduce new passes, support common business rules like passback and fare capping, and create complex enforcement rules to ensure proper transit usage for any rider or class of customer. Administrative changes to the back office are automatically propagated across the transit network in near real time to ensure every change is effective as quickly as the agency demands. Customer service agents have clear views of every rider account with real-time updates on passenger rides and transaction history, intuitive interfaces for account adjustments and refunds, and built-in note taking to log interactions and account changes as needed.

82		Real-time transaction monitoring and reporting	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Real-time transactions are presented in both the mobile app and online portals for riders, and the back office for agency administrators to view.</p> <p>Our robust back-office system provides a centralized platform for a comprehensive fare collection system with powerful reporting and data analysis tools to monitor performance and simplify completion of NTD reports.</p> <p>The back office gives comprehensive data access for all customer transactions, including ticket purchases, usage, and activation details. The system offers flexible data export capabilities in various electronic formats like CSV and Excel, allowing for further analysis in external tools. It enables you to filter data based on user-defined criteria, such as purchase date, activation date, and pass type, facilitating efficient data retrieval and analysis.</p> <p>The back-office system offers a rich suite of reporting functionalities, providing valuable insights into various aspects of your fare collection system. Generate sales reports, inventory reports, activation and usage reports (including pass type, date/time, and transfer usage), customer service reports, maintenance reports, and financial settlement reports with reconciliation and exception details (e.g., monthly gross and net sales reports). It supports APIs for further data integration possibilities..</p>
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83		Autoloading and auto-disbursement of funds at regular intervals	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, agencies can create custom products and program offerings that create autoloading and disbursement of products at regular intervals. Users are also able to setup automatic renewals and rebuys to maintain fare products and stored-value account balances with minimal effort.</p>	*
84		End user intake and sign-up services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, Matawan includes a rider website that allows end users to register for transit accounts, request discount status, and monitor and maintain their accounts going forward. The solution also, critically, includes workflow tools to ensure the transit agency efficiently processes those account and discount requests.</p>	*

85		Marketing and advertising of program services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Matawan helps ensure new systems are well received by end users with our marketing and rider education materials included in our proposal. Matawan maintains a stock library of digital assets which can be agency branded to reach and inform riders, both new and existing. Marketing materials are designed to support both digital and physical channels, including print-ready as well as online distribution.</p> <p>Matawan's Marketing team specializes in crafting and executing marketing plans that can further assist marketing the new solution. If desired by the agency, strategies will be tailored to their specific requirements informed by our past successes. We work closely with agencies to understand business objectives and develop a comprehensive plan to leverage their investments fully. This includes optimizing platform utilization, increasing engagement, and ultimately driving measurable results that align with the customer's business goals. Our expertise helps agencies unlock the full potential of their new solution and achieve significant growth.</p>
86		Advertising revenue services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Matawan can assist agencies in generating advertising revenue, such as through custom links within our supplied mobile app, or custom advertising displayed on validator idle screens.</p>
87		Data analytics and performance analysis	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Today, developing a data strategy and managing reporting tools is complex, costly, and time-consuming for local authorities. That's why we created WanData,</p>

a powerful data management solution that:

- Handles data collection, cleaning and preparation: we take care of these tedious tasks, so operators and mobility authorities don't have to;

- Simplifies data analysis: our impactful data visualizations make it easy to understand and act on your data;

- Delivers actionable insights: our tailored algorithms and conversational AI agent provides straightforward recommendations and insights, making decision-making effortless.

Our reporting capabilities are built on over 13 years of experience in fare collection and payment systems, gained by supporting more than 300 transport networks of all types and sizes. The solution allows agencies, in just a few seconds, to perform reliable, fast and shareable analysis

The starter tier is our standard back office module included with every subscription that allows agencies to access business reports and statistics in near real time. It meets all agency standard requirements for reporting and data management. The solution gathers all the data generated by the system and standard operational reports. More precisely, users can access a central dashboard with 4 key performance indicators and their respected thematic dashboards (computed on a monthly basis) as well as our library of exports for operations, fare collection and raw data.

The higher-tier offerings in WanData allow agencies to go beyond the basic requirements. For example, it allows agencies to integrate data from their existing CAD-AVL solution and the new fare collection system. WanData standard also brings artificial intelligence into the solution. Artificial intelligence creates a natural language interface by which agencies can ask questions and the AI engine performs analysis across available data sets to construct answers. Artificial intelligence also makes it possible to reconstruct incomplete data. One of our offerings is the ability to reconstruct complete trips (origin and destination) when only the origin is known. The AI tool looks at each account and finds patterns in boardings across time to identify the most likely destinations. In this way, the AI can present complete journeys to aid agencies in understanding transit usage with much greater fidelity.

In summary, Matawan provides both a standard level of reporting and analysis that aligns to agencies requirements for operational reporting for fare collection. We also allow agencies to grow into more sophisticated analysis, incorporating data from multiple sources and analyzing that data across more abstract metrics to provide deep insights on transit usage and efficiency - metrics not previously possible from single-solution vendors.

88		Merchant Category Code and other use restrictions and limitation management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our traditional transit cards and closed-loop fare products are inherently limited to usage within the transit agency's services. In conjunction with the payment gateway provider, we can ensure that the transit agency has the proper MCC codes to enable them, for example, to accept open-loop benefit cards that are restricted by the issuer to specific services including transit, while also automating rejection of cards which are not appropriate or approved for transit usage.	*
89		Customer service and support for all stakeholders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, Matawan supplies direct customer service through virtual and physical channels including phone-based support in the US. Matawan also equips transit agencies to offer end-user (or rider) support. Our account-based solution and website portals allow the agency to remotely access any rider account, see real time and historical usage, check balances and active fare products, and perform any refunds or account adjustments needed to support the rider.	*
90		Regulatory compliance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, Matawan provides PCI compliant services and products that minimize the PCI compliance burdeon for the transit agency.	*

91		Facilitation, generation, and support of periodic reporting for standard and custom reports	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, Matawan makes it possible to generate reports and custom exports with just a few mouse clicks to facilitate periodic reporting.</p> <p>Our robust back-office system provides agencies with a centralized platform for a comprehensive fare collection system with powerful reporting and data analysis tools to monitor performance and simplify completion of NTD reports.</p> <p>The back-office system empowers agencies with comprehensive data access. You can access raw data for all customer transactions, including ticket purchases, usage, and activation details. The system offers flexible data export capabilities in various electronic formats like CSV and Excel, allowing for further analysis in external tools. It enables you to filter data based on user-defined criteria, such as purchase date, activation date, and pass type, facilitating efficient data retrieval and analysis.</p> <p>The back-office system offers a rich suite of reporting functionalities, providing valuable insights into various aspects of your fare collection system. Generate sales reports, inventory reports, activation and usage reports (including pass type, date/time, and transfer usage), customer service reports, maintenance reports, and financial settlement reports with reconciliation and exception details (e.g., monthly gross and net sales reports).</p>
92		Training programs and materials for all stakeholders	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, training programs and materials are included with every proposal.</p>

To ensure a successful launch, Matawan delivers onsite training courses to drivers, solution administrators and any other personnel using the system. The aim of these training courses is to make users autonomous so that they can maintain and operate the systems.

Onsite training is conducted in person at the agency's facilities. Training generally takes place over the course of a few days and is scheduled at the customers' convenience. In addition to standard training, the agency is provided with teaching aids and "memo cards" at the end of the training courses. After training, cloud users also have direct access to an online knowledge base that contains the latest updates on system functionality, articles to answer a specific question, and other self-guided learning tools. This knowledge base is regularly updated with new articles.

Matawan's training plan includes 7 courses adapted to each user's role and taught by a dedicated, experienced trainer. This program is a suggestion based on our experience. It will be reviewed jointly with the agency during the Configuration Data Gathering phase, with a view to making any necessary modifications.

Training courses are comprehensive and aligned to the agencies' needs and the key participants using and administering the system. We do suggest class sizes be kept small to help

				<p>encourage participation and ensure questions are freely asked and completely answered. We do not however limit class size and can subdivide training as needed to accommodate more participants.</p>
93		<p>Integration of payment solutions and access for use of transportation services with existing and future mobility platforms</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Yes, our solutions are fully open to integration with third-party partners. We expose Rest APIs (in JSON format) that are protected by JWT authentication and offer a number of proven integrations that attest to the openness and ease of integration. We understand the importance of flexibility and interoperability in today's rapidly evolving technological landscape, and we are committed to ensuring that our systems can seamlessly collaborate with other platforms and services you may use. Our team is dedicated to supporting you through the integration process, providing the necessary resources and assistance to ensure a smooth and efficient experience. Whether you are looking to integrate with existing tools or explore new partnerships, our solutions are designed to accommodate your needs and enhance your overall operations.</p>
94		<p>Related hardware, software, equipment, and services complementary to the Transportation Services Payment Solutions offered in 77 - 93 above.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Matawan provides everything necessary to roll out a new fare collection solution, including:</p> <p>Hardware:</p> <ul style="list-style-type: none"> - Fixed Mount validators for buses and other large vehicles - Hand-held portable validators for vans and smaller vehicles, paratransit vehicles, and temporary vehicles - Platform validators for trains and BRT lines where off-board validation is required

			<ul style="list-style-type: none"> - Fare media including plastic or paper transit cards - Installation hardware like cradles, mounts, and cables - Ticket Vending Machines (upon request) when agencies want 24/7 unmanned sales support <p>Software:</p> <ul style="list-style-type: none"> - Full service rider mobile app that enables journey planning, vehicle location and arrival time information, fare purchase and usage, and account management. - Back office to create fare policies and business rules, configure operational parameters, and monitor and report on operations - Retail portal so institutions and retail partners can offer onsite sales and support operations - Rider portal for riders who prefer a website interface instead of using the mobile app - Optional driver application allowing drivers to record events like cash fare payments, accessory boardings like bikes, and any other agency-customizable event they would like to track and report on <p>Services:</p> <ul style="list-style-type: none"> - Equipment installation - Solution configuration and commissioning - Training - Marketing and launch support - Ongoing customer support - Equipment warranty service and support - Ongoing customer success meetings, training, and collaboration - Ongoing product and platform maintenance and new feature releases
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Table 7C: Depth and Breadth of Offered Solutions - These questions only pertain to Category 1

We will not be submitting for Table 7C: Depth and Breadth of Offered Solutions - These questions only pertain to Category 1

Line Item	Question	Response *
95	Describe all services offered specific to prepaid card and/or account issuance (physical and virtual) and management; include details on any personal information required, identity verification required, compliance with any relevant financial regulations, and program eligibility verification.	<p>Matawan's solution allows prepaid cards (and their associated accounts) to be anonymous or registered. When accounts are registered, Matawan allows each agency to define the personal information they require verses what information is optional. When registering for an account and requesting a discount status, riders can upload documentation to support their request. Up to four files can be required by the agency to support the request. These files can be a driver's license, utility bill, a photo to print on the prepaid transit card, or any other file or document the agency might require.</p> <p>Matawan ensures that prepaid card programs comply with financial regulations. We enforce a limit of no more than \$2,000 can ever be loaded onto a transit card to ensure that there are no "Know-Your-Customer" (KYC) or "Anti-money Laundering" (AML) programs that need to be established.</p>
96	Demonstrate your capabilities regarding digital wallet provisioning, including in-app provisioning capabilities enabling participants to add physical or virtual prepaid cards to mobile wallets; include details on experience, integration requirements, security protocols, and any limitations or prerequisites.	<p>Matawan's system enables account funds and prepaid pass products to be presented through our mobile app by riders boarding vehicles. The mobile app is included with every agency's subscription to Matawan's Wanfare solution. The mobile app solution works with all of Matawan's validation devices, enabling a consistent payment experience across an agency's services. This solution is low cost, with no per-tap usage fees typically incurred when using mobile wallets, and free to riders who have access to the service through Matawan's included mobile app.</p> <p>Mobile wallets can also be used to present virtualized credit & debit cards directly to the validators to facilitate instant fare payment and boarding.</p> <p>In either case, there are no integration requirements or prerequisites - other than riders must download the mobile app to use it. The mobile app does have several security features to ensure that codes and credentials are not shared between riders. Security features include time stamps and anti-screenshot technology built into the app.</p>
97	Describe how solutions offered eliminate all end-user participant fees such as overdraft, inactivity, minimum balance, etc.; including description of features, safeguards, and compliance monitoring processes that are able to enforce this.	<p>Matawan's solution ensures that good funds are always available and has no provision for overdraft, inactivity, or minimum balance fees. Our solution runs in real-time to ensure that every attempt to validate and board will instantly check the rider's balance. Riders with sufficient funds (as defined by the agency, and can include a negative balance to create a 'grace period') are automatically approved for boarding and others are denied.</p> <p>Matawan's solution is merely a system of record for prepaid funds. The transit agency receives and holds all money received as prepayment for stored value cards. We have no provision for fees or penalties for minimum balances, overdrafts, or inactivity.</p>
98	Demonstrate your capabilities limiting card funds to transportation purchases only, including capabilities with merchant codes, purchase limits, geographical restrictions, and ongoing capabilities to update and modify restrictions.	<p>Matawan's solution for pre-paid fare products is a closed-loop program. Closed-loop prepaid cards can only be used within the transit agency's services. These cards do not have any card brand or program affiliation (like Visa, Mastercard, etc) that would enable them to be accepted by other retailers or used for purchases outside the agency.</p> <p>When riders want to use prepaid open-loop cards (those cards carrying a Visa or Mastercard logo) at the transit agency, they are free to acquire and use those cards. Matawan's validators can accept those cards, but the programs issuing and supporting those cards are the responsibility of the third party.</p>
99	Describe any technical safeguards offered to prevent unauthorized withdrawals, transfers, and use for non-transportation; including prevention of withdraw, transfer, or non-transportation use of funds from non-end user sources such as community or employer provided funds.	<p>Matawan does make make any mechanism available to end users (riders) to withdraw, transfer, or spend money outside the public transit agency we serve. If an agency does want to enable refunds, we do make a way for those agencies to record the refund and reduce the rider's stored balance accordingly.</p>

Table 7D: Depth and Breadth of Offered Solutions - Category 2

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

We will not be submitting for Table 7D: Depth and Breadth of Offered Solutions - Category 2

Line Item	Category	Subcategory	Offered *	Comments
100	Fare Collection Devices and Technology Solutions		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Matawan provides everything necessary to roll out a new fare collection solution, including:</p> <p>Hardware:</p> <ul style="list-style-type: none"> - Fixed Mount validators for buses and other large vehicles - Hand-held portable validators for vans and smaller vehicles, paratransit vehicles, and temporary vehicles - Platform validators for trains and BRT lines where off-board validation is required - Fare media including plastic or paper transit cards - Installation hardware like cradles, mounts, and cables - Ticket Vending Machines (upon request) when agencies want 24/7 unmanned sales support <p>Software:</p> <ul style="list-style-type: none"> - Full service rider mobile app that enables journey planning, vehicle location and arrival time information, fare purchase and usage, and account management. - Back office to create fare policies and business rules, configure operational parameters, and monitor and report on operations - Retail portal so institutions and retail partners can offer onsite sales and support operations - Rider portal for riders who prefer a website interface instead of using the mobile app - Optional driver application allowing drivers to record events like cash fare payments, accessory boardings like bikes, and any other agency-customizable event they would like to track and report on <p>Services:</p> <ul style="list-style-type: none"> - Equipment installation

				<ul style="list-style-type: none"> - Solution configuration and commissioning - Training - Marketing and launch support - Ongoing customer support - Equipment warranty service and support - Ongoing customer success meetings, training, and collaboration - Ongoing product and platform maintenance and new feature releases
101		Validation and ticketing devices	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, Matawan's Wanfare solution allows agencies to choose from hand-held portable validators, in-vehicle validators, and platform validators to solve for any boarding situation. We can also integrate with 3rd-party validators as well as fare gates for agencies who require such functionality.</p> <p>For ticketing, Matawan offers pre-printed paper tickets, on-demand ticket printing solutions, and pre-printed transit cards. Matawan also offers card printers for point-of-sale distribution of custom-printed transit cards. Matawan also offers integration options and services for ticket vending machines when agencies need those capabilities."Yes, Matawan's hand-held portable validators that also act as a mobile payment collection system. The terminals can accept all of Matawan's fare media, and also directly accept bank cards for fare payment. They can also act as mobile point of sale systems, enabling riders to reload their accounts or buy passes, and pay for those transactions with credit and debit cards directly on the terminal.</p> <p>These units can also</p>

				<p>act as a driver console for recording cash fare payments. The handheld units are fully open-payment compliant to ensure a consistent rider payment experience across the agency's services. With open-payment complaint handheld units, the agency can create consistent boarding and fare payments across all their transit solutions. By equipping on-demand and paratransit solutions with handheld units, customers can conveniently board and tap-to-pay with their credit cards or wearables, while enjoying the benefits of account-based fare collection including free transfers automatically recognized by the system.</p>
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102		Mobile payment collection systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, Matawan's handheld portable validators that also act as a mobile payment collection system. The terminals can accept all of Matawan's fare media, and also directly accept bank cards for fare payment. They can also act as mobile point of sale systems, enabling riders to reload their accounts or buy passes, and pay for those transactions with credit and debit cards directly on the terminal.</p> <p>These units can also act as a driver console for recording cash fare payments. The handheld units are fully open-payment compliant to ensure a consistent rider payment experience across the agency's services. With open-payment compliant handheld units, the agency can create consistent boarding and fare payments across all their transit solutions. By equipping on-demand and paratransit solutions with handheld units, customers can conveniently board and tap-to-pay with their credit cards or wearables, while enjoying the benefits of account-based fare collection including free transfers automatically recognized by the system.</p>
103		Validation inspection services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, Matawan's handheld portable validators that also act as a mobile validation inspection terminal. This versatile terminal serves as a single device that can be used in almost any use case.</p>

104		Related fare media, such as: data processing and communication devices and equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Matawan includes all data processing services in our SaaS solution. For communication, we do offer vehicle router/modems, but critically, our validators include SIM card slots that enable them to directly connect to cellular networks for data communication. In most cases, this lowers costs and simplifies installation as it eliminates the need for a discrete modem.	*
105	Mobile Pay-As-You- Go Ticketing Solutions		<input checked="" type="radio"/> Yes <input type="radio"/> No	Pay-as-you-go ticketing can refer to payment via bank card, stored value or e-wallet functions, or post-payment models. Matawan supports all of these.	*
106		Payment service provider integration	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, Matawan is intergrated with a payment gateway and has established all required PCI certifications to enable payment card acceptance through our devices. Wanfare is ready for deployment for as an open-loop payment solution (tap to pay credit and debit cards) as well as closed-loop payments (transit accounts with stored value and passes/tickets.) We can process both card-present (in person) and card-not-present (virtual/internet) transactions though our payment service providers.	*

107		Fare calculation	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, Matawan's back office enables real-time fare calculation when riders tap-to-pay in a Pay-as-You-Go (PAYGo) boarding. When a validation occurs, Wanfare uses the agency's GTFS data feeds to automatically ascertain what service and route is being boarded. We use the rider's account to determine the rider's fare class for any applicable discounts or concessions that may apply. We then calculate, again in real time, the correct fare amount. We apply payments through the credit/debit card if that is what is presented, or we apply a pass or stored value from the rider's account if a closed-loop fare payment is presented.
108		Fare capping and post-payment models	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, Matawan supports fare capping and post-payment options. Our account-based solution fully accommodates both models. Aligned with the real-time fare calculation just described, fare capping is automatically applied at the time of boarding so that riders truly enjoy free rides when their fare cap is reached. This improves fare equity, as riders who cannot afford a lump-sum payment for a pass can still obtain pass equivalent fare prices, and also rewards riders for migrating to the new fare collection system (and away from cash fares) and rewards frequent ridership.

109		Financial reporting	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, Wanfare enables agencies to generate financial settlement reports with reconciliation and exception details (e.g., monthly gross and net sales reports), sales reports, inventory reports, activation and usage reports (including pass type, date/time, and transfer usage), customer service reports, maintenance reports. Agencies can clearly see fares charged to riders, as well as financial processing status and any abnormalities like charge backs initiated by the end-user.	*
110		Fraud detection and prevention	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, with deny list management, automatic debt recovery and a revenue inspection app, our open-loop payment provider minimises losses through declines, fraud and fare evasion. Deny lists reduce fraud by automatically denying specific PANs and PARs across form factors, specifically removing a readding a physical card to a virtual wallet, which eliminate card flipping fraud. Automated debt recovery algorithms have been optimised to minimize revenue loss, improve customer experience and reduce support costs. The inspection app reduces fare evasion by equipping the enforcement arm of the transit agency with the tools necessary to ensure fare payment compliance across transit operations.	*

111		Integration with validation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, the acceptance of PayGO fares is fully integrated with our validation equipment including all validators (fixed mount, hand held, and platform) as well as our fare inspection application. We also offer the option to integrate with third-party devices/validators via a custom implementation.	*
112		Automatic journey detection via smart devices	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, as riders progress through their journey and incur transfers across vehicles and services, Matawan tracks those journeys and automatically applies transfer and business rules according to the agency's requirements to enable reduced-rate or free fares in accordance with those transfer policies. Matawan's solutions do not yet offer Be-In & Be-Out presence detection as the enabling technologies are not yet mature enough to confidently support payments in a crowded public-transit environment. We continue to monitor developments in this arena and are excited to incorporate them once the technology and cost align for our transit agencies.	*
113	Back office, Account Management, and Platform Services		<input checked="" type="radio"/> Yes <input type="radio"/> No	Wanfare includes a full back office including account management and platform services through a SaaS model.	*
114		Account management interfaces for entities and end-users, including mobile applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, Matawan's Wanfare includes a white-label mobile app and website for end users (or riders) to manage accounts, and a website interface for agencies and authorized third parties like institutional partners or retailers to also perform customer service and account management functions.	*

115		Real-time transaction monitoring and reporting	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, Matawan's back office runs in real time and enables real-time visibility of rider transactions from within their account. We also aggregate transactions and report that aggregated data in our dashboards and reporting functionality.</p>	*
116		Autoloading and auto-disbursement of funds at regular intervals	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Wanfare allows riders to setup automatic rebuys of their preferred fare products, as well as automatic reloads for their stored value account. Wanfare also allows agencies to offer specific products on a subscription basis so that those products automatically renew for riders and are automatically disbursed to riders.</p>	*
117		End-user intake and sig-up services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, the rider's mobile app and website both allow new users to register their accounts and request discount or concession fares.</p>	*

118		Marketing and advertising of program services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, Matawan provides agencies with templated marketing materials to support their marketing and advertising programs. Matawan helps ensure new systems are well received by end users with our marketing and rider education materials included in our proposal. Matawan maintains a stock library of digital assets which can be agency branded to reach and inform riders, both new and existing. Marketing materials are designed to support both digital and physical channels, including print-ready as well as online distribution.</p> <p>Matawan's Marketing team specializes in crafting and executing marketing plans that can further assist marketing the new solution. If desired by the agency , strategies will be tailored to their specific requirements informed by our past successes. We work closely with agencies to understand business objectives and develop a comprehensive plan to leverage their investments fully. This includes optimizing platform utilization, increasing engagement, and ultimately driving measurable results that align with the customer's business goals. Our expertise helps agencies unlock the full potential of their new solution and achieve significant growth.</p>
119		Advertising revenue services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Matawan can assist agencies in generating advertising revenue, such as through custom links within our supplied mobile app, or custom advertising displayed on validator idle screens.</p>
120		Data analytics and performance	<input checked="" type="radio"/> Yes	<p>Today, developing a</p>

analysis

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data strategy and managing reporting tools is complex, costly, and time-consuming for local authorities. That's why we created WanData, a powerful data management solution that:

- Handles data collection, cleaning and preparation: we take care of these tedious tasks, so operators and mobility authorities don't have to;
- Simplifies data analysis: our impactful data visualizations make it easy to understand and act on your data;
- Delivers actionable insights: our tailored algorithms and conversational AI agent provides straightforward recommendations and insights, making decision-making effortless.

Our reporting capabilities are built on over 13 years of experience in fare collection and payment systems, gained by supporting more than 300 transport networks of all types and sizes. The solution allows agencies, in just a few seconds, to perform reliable, fast and shareable analysis

The starter tier is our standard back office module included with every subscription that allows agencies to access business reports and statistics in near real time. It meets all agency standard requirements for reporting and data management. The solution gathers all the data generated by the system and standard operational reports. More precisely, users can access a central dashboard with 4 key performance indicators and their respected thematic dashboards (computed on a

monthly basis) as well as our library of exports for operations, fare collection and raw data.

The higher-tier offerings in WanData allow agencies to go beyond the basic requirements. For example, it allows agencies to integrate data from their existing CAD-AVL solution and the new fare collection system. WanData standard also brings artificial intelligence into the solution. Artificial intelligence creates a natural language interface by which agencies can ask questions and the AI engine performs analysis across available data sets to construct answers. Artificial intelligence also makes it possible to reconstruct incomplete data. One of our offerings is the ability to reconstruct complete trips (origin and destination) when only the origin is known. The AI tool looks at each account and finds patterns in boardings across time to identify the most likely destinations. In this way, the AI can present complete journeys to aid agencies in understanding transit usage with much greater fidelity.

In summary, Matawan provides both a standard level of reporting and analysis that aligns to agencies requirements for operational reporting for fare collection. We also allow agencies to grow into more sophisticated analysis, incorporating data from multiple sources and analyzing that data across more abstract metrics to provide deep insights on transit usage and efficiency - metrics

				not previously possible from single-solution vendors.
121		Merchant Category Code and other use restrictions and limitations management	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our traditional transit cards and closed-loop fare products are inherently limited to usage within the transit agency's services. In conjunction with the payment gateway provider, we can ensure that the transit agency has the proper MCC codes to enable them, for example, to accept open-loop benefit cards that are restricted by the issuer to specific services including transit, while also automating rejection of cards which are not appropriate or approved for transit usage.</p>
122		Customer service and support for all stakeholders	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, Matawan supplies direct customer service through virtual and physical channels including phone-based support in the US. Matawan also equips transit agencies to offer end-user (or rider) support. Our account-based solution and website portals allow the agency to remotely access any rider account, see real time and historical usage, check balances and active fare products, and perform any refunds or account adjustments needed to support the rider.</p>
123		Regulatory compliance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, Matawan provides PCI compliant services and products that minimize the PCI compliance burden for the transit agency.</p>

124		Facilitation, generation, and support of periodic reporting for standard and custom reports	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, Matawan makes it possible to generate reports and custom exports with just a few mouse clicks to facilitate periodic reporting.</p> <p>Our robust back-office system provides agencies with a centralized platform for a comprehensive fare collection system with powerful reporting and data analysis tools to monitor performance and simplify completion of NTD reports.</p> <p>The back-office system empowers agencies with comprehensive data access. You can access raw data for all customer transactions, including ticket purchases, usage, and activation details. The system offers flexible data export capabilities in various electronic formats like CSV and Excel, allowing for further analysis in external tools. It enables you to filter data based on user-defined criteria, such as purchase date, activation date, and pass type, facilitating efficient data retrieval and analysis.</p> <p>The back-office system offers a rich suite of reporting functionalities, providing valuable insights into various aspects of your fare collection system. Generate sales reports, inventory reports, activation and usage reports (including pass type, date/time, and transfer usage), customer service reports, maintenance reports, and financial settlement reports with reconciliation and exception details (e.g., monthly gross and net sales reports). It supports APIs for further data integration possibilities..</p>
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125		<p>Training programs and materials for all stakeholders</p>	<p> <input checked="" type="radio"/> Yes <input type="radio"/> No </p>	<p>Yes, training programs and materials are included with every proposal.</p> <p>To ensure a successful launch and system operation, Matawan delivers onsite training courses to drivers, solution administrators and any other personnel using the system. The aim of these training courses is to make users autonomous so that they can maintain and operate the systems.</p> <p>Onsite training is conducted in person at the agency's facilities. Training generally takes place over the course of a few days and is scheduled at the customers' convenience. In addition to standard training, the agency is provided with teaching aids and "memo cards" at the end of the training courses. After training, cloud users also have direct access to an online knowledge base that contains the latest updates on system functionality, articles to answer a specific question, and other self-guided learning tools. This knowledge base is regularly updated with new articles.</p> <p>Matawan's training plan includes 7 courses adapted to each user's role and taught by a dedicated, experienced trainer. This program is a suggestion based on our experience. It will be reviewed jointly with the agency during the Configuration Data Gathering phase, with a view to making any necessary modifications.</p> <p>Training courses are comprehensive and aligned to the agencies' needs and</p>
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				the key participants using and administering the system. We do suggest class sizes be kept small to help encourage participation and ensure questions are freely asked and completely answered. We do not however limit class size and can subdivide training as needed to accommodate more participants.
126		Integration of payment solutions and access for use of transportation services with existing and future mobility platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, our solutions are fully open to integration with third-party partners. We expose Rest APIs (in JSON format) that are protected by JWT authentication and offer a number of proven integrations that attest to the openness and ease of integration. We understand the importance of flexibility and interoperability in today's rapidly evolving technological landscape, and we are committed to ensuring that our systems can seamlessly collaborate with other platforms and services you may use. Our team is dedicated to supporting you through the integration process, providing the necessary resources and assistance to ensure a smooth and efficient experience. Whether you are looking to integrate with existing tools or explore new partnerships, our solutions are designed to accommodate your needs and enhance your overall operations.
127		Related hardware, software, equipment, and services complementary to the Transportation Services Payment Solutions offered in 100 - 126 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Matawan provides everything necessary to roll out a new fare collection solution, including: Hardware: - Fixed Mount validators for buses and other large vehicles - Hand-held portable validators for vans and smaller vehicles,

paratransit vehicles, and temporary vehicles

- Platform validators for trains and BRT lines where off-board validation is required
- Fare media including plastic or paper transit cards
- Installation hardware like cradles, mounts, and cables
- Ticket Vending Machines (upon request) when agencies want 24/7 unmanned sales support

Software:

- Full service rider mobile app that enables journey planning, vehicle location and arrival time information, fare purchase and usage, and account management.
- Back office to create fare policies and business rules, configure operational parameters, and monitor and report on operations
- Retail portal so institutions and retail partners can offer onsite sales and support operations
- Rider portal for riders who prefer a website interface instead of using the mobile app
- Optional driver application allowing drivers to record events like cash fare payments, accessory boardings like bikes, and any other agency-customizable event they would like to track and report on

Services:

- Equipment installation
- Solution configuration and commissioning
- Training
- Marketing and launch support
- Ongoing customer support
- Equipment warranty service and support
- Ongoing customer success meetings, training, and collaboration
- Ongoing product and platform

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Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jerome Tredan, CEO, Matawan Mobility LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_Transportation_Services_RFP_010726 Mon December 29 2025 03:32 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Transportation_Services_RFP_010726 Tue December 23 2025 06:50 PM	<input checked="" type="checkbox"/>	4
Addendum_6_Transportation_Services_RFP_010726 Fri December 19 2025 03:03 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Transportation_Services_RFP_010726 Wed December 17 2025 02:31 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Transportation_Services_RFP_010726 Tue December 16 2025 03:42 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Transportation_Services_RFP_010726 Fri December 12 2025 11:17 PM	<input checked="" type="checkbox"/>	5
Addendum_2_Transportation_Services_RFP_010726 Fri December 5 2025 03:27 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Transportation_Services_RFP_010726 Mon November 17 2025 03:50 PM	<input checked="" type="checkbox"/>	1