



MASTER AGREEMENT #010726
CATEGORY: Transportation Services Payment Solutions
SUPPLIER: jawnt, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and jawnt, Inc., a Delaware corporation with a place of business at 1617 JFK Blvd., Suite 2013, Philadelphia, PA 19103 (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 8, 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.**
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
 - a. **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - b. **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - c. **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any

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 and Limitation of Liability.**
- a. 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 negligence or misconduct by Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by such negligence or misconduct. Without limiting the foregoing, Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
 - b. **Limitation of Liability.** EXCEPT FOR LIABILITY ARISING FROM (a) SUPPLIER INDEMNIFICATION OBLIGATIONS HEREUNDER, or (b)) ANY NEGLIGENCE OR MISCONDUCT, IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000). EXCEPT FOR LIABILITY ARISING FROM (a) SUPPLIER INDEMNIFICATION OBLIGATIONS HEREUNDER, OR (b) ANY SUPPLIER NEGLIGENCE OR SUPPLIER MISCONDUCT. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, DATA OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY

IN THIS SECTION SHALL BE ENFORCEABLE EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

- 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 during the term of this Agreement 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 during the term of this Agreement 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.
 - e) **Reservation of Rights.** Notwithstanding anything to the contrary, Supplier hereby reserves all rights, title, and interest (including, without limitation, all intellectual property rights) in and to Supplier's products and services, including all related software and hardware, applications,

modules, code (including source and object code), and instructions, processing systems and techniques, inputs and outputs, methodologies and technical information, user documentation and training materials (collectively, the "Supplier Materials"). No rights are granted to Sourcewell with regard to the Supplier Material hereunder.

- 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.** Either party may terminate this Agreement upon providing written notice of material breach to the other party ("Notice"). Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the breaching party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the either party'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

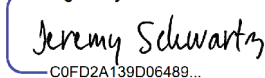
terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 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

jawnt, Inc.

Signed by:


C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 4/16/2026 | 7:27 AM PDT

DocuSigned by:


9169DDE20B6843D...

By: _____

Jeff Stade

Title: CEO

Date: 4/15/2026 | 2:32 PM PDT

RFP 010726 - Transportation Services Payment Solutions

Vendor Details

Company Name: jawnt, Inc.
Address: 1617 John F Kennedy Blvd
Suite 2013
Philadelphia, PA 19146
Contact: Jeff Stade
Email: jeff@jawnypass.com
Phone: 631-942-6368
HST#:

Submission Details

Created On: Friday November 21, 2025 15:29:59
Submitted On: Tuesday January 06, 2026 14:43:06
Submitted By: Ruth Miller
Email: ruth@jawnypass.com
Transaction #: 38c1474c-f204-45fe-a865-1bb5780f464b
Submitter's IP Address: 147.243.65.167

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.	Jeffrey Stade
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).	n/a
4	Provide your CAGE code or Unique Entity Identifier (SAM):	n/a
5	Provide your NAICS code applicable to Solutions proposed.	522210
6	Proposer Physical Address:	1617 JFK Blvd, Suite 2013 Philadelphia PA 19103
7	Proposer website address (or addresses):	jawntpass.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):	Jeff Stade, CEO 1617 JFK Blvd, Suite 2013 Philadelphia PA 19103 jeff@jawntpass.com 267-762-2694
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Jeff Stade, CEO 1617 JFK Blvd, Suite 2013 Philadelphia PA 19103 jeff@jawntpass.com 267-762-2694
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Will Sanderson, COO 1617 JFK Blvd, Suite 2013 Philadelphia PA 19103 will@jawntpass.com 267-762-2694 Ruth Miller, Director of Product Partnerships 1617 JFK Blvd, Suite 2013 Philadelphia PA 19103 ruth@jawntpass.com 267-762-2694 Austin Gregor, Finance Director 1617 JFK Blvd, Suite 2013 Philadelphia PA 19103 austin@jawntpass.com 267-762-2694

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

Line Item	Question	Response *
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>Founded in 2022, Jawnt is a modern transportation payments company with the simple mission to connect people to their cities by making transportation available to everyone.</p> <p>Our core business is providing pre-tax commuter benefits to employers, either through direct integrations with transportation providers (SEPTA, Amtrak, bike share, etc) or on our Jawnt Pass, a spend-restricted Visa debit card. We administer both pre-tax and post-tax third party benefits for a wide range of enterprise customers, including major universities, hospitals, and city/state governments.</p> <p>We have been able to repackage our benefits work for cities and non-profits as a mobility wallet solution, providing transportation funds as a community benefit to eligible recipients. We support the largest Universal Basic Mobility program in the United States (64,000 participants with the City of Philadelphia's Zero Fare Program), as well as a debit card-based mobility wallet project in California.</p> <p>Because of our expertise with both eligibility verification and transit payments, we're also positioning ourselves as an eligibility verification solution for concessions on open transit payment systems. We partnered with Monterey-Salinas Transit, APTA's 2025 small transit agency of the year, to win an Enhancing Mobility Innovation grant from the Federal Transit Administration, to deliver student discounts over tap-to-pay. We're paying close attention to the open payments space, particularly opportunities to deliver the Jawnt Pass as a closed EMV card solution.</p> <p>All of this is possible because of our close partnerships with transit agencies and transportation providers. Our team is guided by experts with decades of experience in commuter benefits and transit technology, and we've built a flexible, self-serve, data-driven platform that employees and administrators love to use. And we offer all of our users exemplary US-based customer support through a variety of accessible channels.</p>
12	What are your company's expectations in the event of an award?	<p>Jawnt is prepared with the marketing and sales force, customer support infrastructure, and technology to scale rapidly and successfully serve all new clients acquired through this Sourcwell agreement.</p> <ul style="list-style-type: none"> * We will proactively educate our sales and customer success teams on how to use the Sourcwell agreement in the procurement process. * We will actively promote the availability of this cooperative contract to eligible public agencies through outreach and marketing efforts. * We will respond quickly and professionally to all requests for quotes and program inquiries from Participating Entities. * We will designate a single point of contact to serve as our Sourcwell relationship owner. * We view the award as a collaborative partnership and intend to support Sourcwell events, webinars, and joint communication efforts. <p>While we do expect this to be a major opportunity for both Jawnt and Sourcwell, we understand that payment volume will take time. We expect to generate adoption by delivering ROI, reliability, and outstanding support to participating clients.</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>As a privately held and venture-supported company, Jawnt maintains a strong financial foundation supported by institutional equity investors and a diversified enterprise customer base. Jawnt has raised multi-million dollars of capital. We maintain healthy banking relationships with regulated financial institutions and hold enterprise-grade insurance coverage. We are current on all financial obligations and have a history of maintaining excellent vendor relationships and payment performance. We have included a Letter of Financial Viability from our investors as an attachment, demonstrating our stable financial position and meaningful growth potential. We've also included an example of a recent bank-provided letter of standby credit which we needed for other opportunities.</p> <p>Relevant attachments: Financial Viability - Funder.pdf</p>

14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>We see this RFP as addressing three distinct markets: commuter benefits, mobility wallets, and closed EMV cards.</p> <p>The commuter benefits market is quite large. We have the most complete data in Philadelphia, where we're headquartered, have a close relationship with SEPTA, and have operated the longest. Jawnt has 100% client retention and currently touches 18% of transit fares that flow to SEPTA – a figure we're confident we're on our way to repeating and expanding in other markets.</p> <p>While there's no one agreed-upon estimate of the entire potential US market, the US Bureau of Labor Statistics reported earlier this year that 1 in 10 private industry workers receives a subsidized commute benefit [1]. While there's no recent similar estimate for the public sector, the US General Accounting Office found 33% participation among federal employees in 1993 in the first year pre-tax transit benefits were available [2], and anecdotally, many cities and states have begun offering commuter benefits in the intervening decades.</p> <p>[1] https://www.bls.gov/opub/ted/2025/all-aboard-subsidized-commuting-was-available-to-1-in-10-private-industry-workers-in-2024.htm [2] https://www.gao.gov/assets/rced-93-163.pdf</p> <p>The mobility wallets market is much newer. While no reports exist that estimate the US market, our largest mobility wallet project, with the City of Philadelphia, has not only survived changing administrations but expanded. We're also developing new use cases to demonstrate the impact of mobility wallets for a broader and more secure audience.</p> <p>Finally, the emerging market for closed EMV cards is the newest of all. Though in the industry we talk about transit agencies moving from issuing their own smart cards ("closed systems") and towards accepting bank-issued debit and credit cards ("open payments"), in reality, agencies are maintaining both systems. US riders are accustomed to agency-issued cards, and these cards are currently the most widely implemented solution for offering discounted fares. Maintaining duplicative systems is costly to transit agencies, and offering closed EMV cards – a spend-restricted EMV card distributed in place of traditional smart cards – would allow these agencies to fully stop supporting their closed systems, presenting a significant cost savings opportunity. Ken Research, a global consulting firm, estimates the current US market for automated fare collection is over \$3 billion [3], and smart cards represent nearly half of it. Jawnt is well-positioned to be one of the first solutions to disrupt this market.</p> <p>[3] https://www.kenresearch.com/industry-reports/usa-automatic-fare-collection-market</p>
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>The Solutions we are proposing do not currently operate in the Canadian market, and therefore we do not claim any existing Canadian market share. Our software platform is designed to support multi-country deployments, and we are prepared to prioritize Canadian implementation for the right Participating Entity or strategic partner. We would welcome the opportunity to enter Canada through a Sourcewell-facilitated engagement where demand and institutional fit support a successful launch.</p>
16	<p>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.</p>	<p>Jawnt has never filed for bankruptcy.</p>
17	<p>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).</p> <p>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?</p> <p>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?</p>	<p>Jawnt is best described as a service and technology provider. We maintain a direct relationship with our customers through an internal team of employees responsible for sales, implementation, technical support, and customer success. We do not utilize a dealer or reseller network for the solutions proposed in this RFP.</p> <p>All customer-facing personnel, including account executives, customer support specialists, program managers, and integration engineers, are employees of Jawnt. This structure ensures tight alignment between product development, customer feedback, and service delivery. It also enables us to provide a high-touch, responsive experience for Participating Entities, with consistent accountability and quality standards owned directly by Jawnt.</p>

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.	<p>Corporate registrations and right to do business: jawnt, Inc. is a duly organized and validly existing corporation in good standing in its state of incorporation and is properly registered to do business in the states in which it operates and enters into customer contracts.</p> <p>Financial services / payments licensing (through regulated partners): Jawnt does not operate as a bank or money transmitter and does not hold a bank charter or money transmitter licenses. Instead, we provide technology, program management, and administrative services in partnership with regulated financial institutions and processors who hold the required licenses and certifications. These institutions and partners meet: relevant banking and card issuance requirements, PCI-DSS compliance, ACH and payment network compliance in accordance with NACHA, and more.</p> <p>Information security and data protection certifications: Jawnt's critical hosting and identity providers (e.g., cloud infrastructure, authentication, and logging platforms) maintain SOC 2 and/or ISO 27001 certifications and PCI DSS compliance where applicable. The Jawnt platform is fully SOC 2 Type II certified and undergoes regular third-party security assessments and penetration testing.</p>	*
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 Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Transport Ticketing Global, Finalist for Best Diversity and Inclusion Initiative (2025): The international transportation technology consortium recognized Jawnt and the City of Philadelphia for our work distributing unlimited SEPTA transit passes to 58,000 low-income Philadelphia residents.</p> <p>New York City MTA Transit Tech Lab Finalist (2025): Jawnt was selected by the MTA and Partnership for New York City to participate in the prestigious Transit Tech Lab, where we are collaborating directly with MTA teams to expand the reach of OMNY fare technology and improve contactless technology across New York.</p> <p>82 Alliance, A Better Tomorrow Award (2025): These awards recognize organizations, nationally and internationally, that are making investments to help reduce trips, enhance the built environment, and improve equity and accessibility.</p> <p>HR Technology Solution Provider of the Year (2024): Jawnt was a GOLD STEVIE® WINNER for our work supporting public institutions through tailored commuter benefit tools, personalized service, and high customer satisfaction across complex, regulated environments.</p> <p>Jawnt's CEO, Jeff Stade, has also been individually recognized for his leadership and impact in shaping transit-forward employer programs.</p> <p>82 Alliance, Emerging Mobility Champions Under 40 (2025): The 82 Alliance is non-profit mobility think tank reimagining how people move throughout our communities.</p> <p>Association for Commuter Transportation, Northern California TDM Advocate of the year (2025) and 40 Under 40 (2023): ACT is the leading trade association for transportation demand management professionals.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	59%	*
22	What percentage of your sales are to the education sector in the past three years?	15%	*
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?	N/A	*
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?	N/A	*

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 *
Out of respect for our clients' privacy, please contact jeff@jawntpass.com (267-762-2694) for individual names and phone numbers. We've provided entity names and titles in the interim.	Jeff Stade	267-762-2694
City of Philadelphia	Contract Specialist	267-762-2694
University of Pennsylvania Health Systems (Penn Medicine)	Director of Operations	267-762-2694
City of San Jose	Emerging Mobility Transportation Specialist	267-762-2694

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.	<p>Jawnt's sales force is composed entirely of US-based, full-time employees, and we are currently expanding our sales coverage. Our full-time employees are completely aligned around company values, product knowledge, and customer commitment.</p> <p>* Like the rest of Jawnt, our sales force is guided by our senior transit industry advisors, including the former General Managers of two major U.S. transit agencies - Leslie Richards of SEPTA and Jeffrey Tumlin of the SFMTA. We also have a dedicated Director of Product Partnerships, who was formerly Head of Product at the MBTA and senior product manager at Cal-ITP, focused specifically on public sector opportunities that expand the market for mobility wallet solutions.</p> <p>* Our sales team reflects the philosophy that is built into our products: technology can augment many processes, but there's no replacement for a genuine human connection. We invest our time and resources into communities that ask the kinds of questions our products can solve: Transport Ticketing Global, the Association for Commuter Transportation, the American Public Transportation Association (APTA) the Association for Commuter Transportation (ACT), the Society for Human Resource Managers, and more. We frequently attend events from these communities and more, and we partner with thought leaders to create pilots and original research.</p> <p>All in, our team brings unparalleled subject matter expertise and niche positioning that are already shaping the mobility payments industry.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Jawnt delivers our solutions directly to customers and we do not utilize a dealer, distributor, or reseller network. All contracting, implementation, support, and account management are conducted by Jawnt employees to ensure full accountability, consistent service quality, and direct alignment between the customer and the product team.</p>
28	Service force.	<p>Jawnt's award-winning Customer Support team provides multi-channel, multilingual assistance to all end-users (the cardholders/riders).</p> <p>* Support is available via email, phone, and chat during business hours. Phone support is offered in English and Spanish, with written support available in several other languages.</p> <p>* The team is composed of full-time, US-based employees who are cross-trained on all aspects of benefit and transit policy as well as the Jawnt Pass card financial technology. This allows them to handle complex inquiries related to account balances, transaction eligibility, and card activation.</p> <p>* Our team is supported by technology that reduces manual processes and quickly surfaces relevant answers, allowing our staff to focus their time on the most complex issues.</p> <p>* Our team adheres to strict internal response-time goals, as detailed in response to question 30 below.</p>

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>When a prospective client comes to Jawnt with an opportunity that would best be served through Sourcewell, we propose the following ordering process.</p> <p>Pre-Sales: * A prospective client identifies a relevant need. * We assign a dedicated sales representative to move the project through contracting. Jawnt provides pricing and terms consistent with the Sourcewell contract.</p> <p>Post-Sales: * We assign a dedicated Account Manager (AM) for the life of the project. This individual coordinates: the initial setup, including roster synchronization, funding flows, custom report configuration, and the development of tailored support materials. Beyond day-to-day operations, the AM works with the client to analyze program data, identify opportunities for increasing adoption or streamlining processes, and communicate product roadmap updates relevant to the client's goals. * The AM also acts as a dedicated internal resource for escalating any client-side or systemic user support issues.</p>
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.	<p>Jawnt's award-winning Customer Support team is comprised of full-time staff, based in the US, working with the support of the latest technology. Our team is available during east and west coast business hours by email, phone, and chat. We provide phone support in both English and Spanish, and written support in several additional languages. We adhere to the following response-times:</p> <ul style="list-style-type: none"> * Relevant support article available via Knowledge Base search (Response time: instant) * Support provided via automated chatbot (Response time: instant) * Support provided via human chat service (Response time: goal of < 15 minutes) * Support provided via email (Response time: goal of < 2 hours) * Support provided via phone (Response time: goal of < 15 minutes) <p>We continuously measure customer-service performance using reporting and customer-satisfaction feedback to monitor average handling time, first-contact resolution, and customer ratings. Support interactions are logged for training and quality assurance.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>We view an awarded Sourcewell agreement not merely as a contract, but as a strategic commitment to accelerate access to modern mobility solutions. Jawnt is fully capable and willing to provide our entire suite of products and services, including commuter benefits, mobility wallets, and closed EMVs, to all Participating Entities.</p> <p>Our operational readiness is demonstrated by:</p> <ul style="list-style-type: none"> * Our competitive edge in the public sector is proven by our existing successful partnerships at SEPTA, the City of Philadelphia, Commonwealth of Pennsylvania, and several others. We offer a compelling product, at a competitive cost, and are capable of navigating procurements, compliance, and reporting. * Our business is designed for scale. Despite our rapid growth, our cloud-based Software-as-a-Service platform has never experienced significant downtime, as documented at https://status.jawntpass.com. We consistently exceed our service level agreements, and are proud to have retained 100% of our Jawnt Pass and Jawnt Platform customers since our inception. * Finally, our products are ready for prime time. While we're constantly shipping improvements and new features, our Jawnt Pass and Jawnt Platform remain flexible enough to support nearly all the use cases that our prospective customers bring us.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>As previously stated, the Jawnt Pass is not available in Canada today. For the right opportunity, Jawnt would be willing to provide our solutions to Sourcewell participating entities in Canada. Our technology, product architecture, and operational processes have been deliberately designed in a modular and jurisdiction-agnostic manner. This allows us to adapt quickly to unique regulatory, tax, payment, subsidy, and compliance requirements in new markets, but would require a phased approach to launch.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Jawnt will fully serve all geographic areas of the United States under the proposed agreement with no regional limitations or exclusions. Our existing infrastructure, fulfillment logistics, and support model enables consistent service nationwide.</p> <p>At present, Jawnt does not actively offer operations in Canada. For the right Sourcewell participating entity in Canada, we would work collaboratively to prioritize and enable service expansion.</p>
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.	<p>Jawnt strives to provide full access to all eligible Participating Entities. However, because our payment solutions operate through regulated financial infrastructure, certain compliance restrictions set by our bank partner may temporarily limit participation by specific categories of end-users. For example, entities that do not meet standard Know Your Business (KYB), anti-money laundering, or risk-classification requirements for card-issuing programs can be at-risk.</p> <p>These restrictions are not a matter of Jawnt's company policy, but reflect federally mandated banking compliance frameworks. We do not foresee any issues with Sourcewell entities, as public-sector entities meet the required standards without issue.</p>

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Jawnt imposes no internal access restrictions on Participating Entities located in Hawaii, Alaska, or U.S. Territories. Our intent is to provide equivalent service and support to all eligible entities regardless of location. That said, certain practical or compliance-related considerations may apply in these regions due to external regulatory or fulfillment factors.</p> <p>Hawaii & Alaska: Physical card fulfillment may require additional shipping time due to postal routing. Local time zone differences may affect onboarding sessions or live training scheduling, though we fully accommodate those through extended coverage windows.</p> <p>U.S. Territories (e.g., Puerto Rico, Guam, USVI): In addition to potential shipping slowdowns, U.S. Territories may require additional compliance, documentation, or fulfillment processes required by law or banking regulations, but this does not cause any usage restriction.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Jawnt currently supports non-profit organizations, and offers the same terms to public, non-profit, and private organizations.	*

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>What Jawnt is proposing to sell with Sourcewell would be packaged and branded as three distinct products: commuter benefits, mobility wallets, and closed EMV cards. Each of these would be marketed differently.</p> <p>The bulk of Jawnt's marketing today is about commuter benefits, so we would launch our Sourcewell partnership as a new core product offering, and promote it across all of our marketing channels. We would focus an entire month of Jawnt's comms on the Sourcewell commuter benefits partnership, promoting it across all of our marketing channels: LinkedIn, our blog, newsletter, and Instagram. We would develop a new page on our website (which averages 8,000+ visits per month from HR and benefits decision-makers) to highlight all of the advantages of sourcing commuter benefits through Sourcewell, as well as custom videos and shareable graphics. In collaboration with Sourcewell, we would host a webinar and Q&A about Sourcewell benefits, to be promoted across our national and regional partners. Halfway through this feature month, our sales force would conduct personalized, direct outreach to inform relevant, winnable leads in our qualified marketing and sales pipelines of the opportunity. We would schedule a return to this topic once or twice a year. Between marketing cycles, we would:</p> <ul style="list-style-type: none"> * Organically promote our Sourcewell partnership in our channels that reach over 2800 B2B subscribers each month. This includes our newsletter, the Commuter, that has over a 29% open rate and is mostly seen by benefit decisionmakers on HR teams. * Pay to promote our Sourcewell partnership at relevant national and regional organizations, including the Association for Commuter Transportation (1700+ members, 500+ organizations) and the Society of Human Resource Managers (340,000+ members). * Add a slide about the Sourcewell partnership to our standard client pitch deck. * Design custom printed materials about the Sourcewell partnership, and include them in all our tabling activities at live events. Our attached documents include seven examples. * Feature the Sourcewell opportunity in our annual State of Commuter Benefits Report, alongside customer stories, industry trends, and original research. <p>Mobility wallets are a more niche subject, so we would focus on conducting direct outreach to potential clients within our established network. After our month of dedicated commuter benefit focus, we would:</p> <ul style="list-style-type: none"> * Host a webinar around the specific mobility wallet opportunity. We would highlight our existing projects, and leverage our senior transit advisors (ex-GMs of major US transit agencies) to drive participation. * Send our partnerships team on a tour to reconnect in-person with several of the teams we know to be considering mobility wallet projects in the near future. * Develop reusable targeted marketing resources (website, videos, one-pagers, postcards). We would mail a selection of these to key leads. * Create a new page on our website (jawntpass.com/sourcewell-mobility-wallets) highlighting the Sourcewell opportunity, with sample contracting language, references, and other resources. <p>Closed EMVs are even more niche, so we would focus on engaging the spaces where thought leadership is moving towards this solution.</p> <ul style="list-style-type: none"> * Seek earned and paid speaking opportunities at relevant industry events, including Transport Ticketing North America, APTA Tech, and others. * Invite industry leaders, including Monterey-Salinas Transit, Cal-ITP, Rebel, and others to co-produce best practice guides that showcase the savings to transit agencies available by pursuing our Sourcewell-enabled offering. * Produce all relevant digital and print collateral. 	*

<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Jawnt has found the most success with relationships developed through in-person interactions, but we also run data-driven, multi-channel campaigns to increase and accelerate pipeline. Campaigns are structured around specific goals and audiences, such as supporting transportation demand management in higher education. Our key channels include:</p> <ul style="list-style-type: none"> * We win brand awareness organically by producing highly shareable written, photo, and video content on Instagram, LinkedIn, and our own SEO-optimized blog. Instagram is primarily used for B2C engagement, sharing lifestyle content related to urban mobility and sustainability. LinkedIn is used for B2B thought leadership and professional engagement.. We amplify this engagement with paid ads. We also use A/B testing on landing pages, email subject lines, and ad creatives to continuously optimize conversion rates and messaging effectiveness across the funnel. * Once we've won interest from a prospective client, we keep them engaged through a range of content channels. The weekly posts on our blog explore product updates, regulatory changes, and industry trends. We support multiple newsletters, geared towards specific audiences, which consistently outperform B2B benchmarks with an average open rate of 29% and average click through rate of 12.5%. * All campaign data is fed directly into our CRM and marketing automation platforms. This ensures that leads are scored based on engagement to prioritize sales outreach. We also track which campaigns and content channels are most effective in driving eventual revenue, allowing for continuous budget and resource allocation adjustments. * As a company that occasionally handles sensitive data or data from sensitive groups, we adhere to strict privacy and compliance practices. We do not collect or use personal metadata from end users for marketing purposes. We do not perform third-party user profiling. We do not sell or broker any data. And we conform to data minimization principles and purpose limitation.
<p>39</p>	<p>In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?</p>	<p>Lengthy sales cycles are the number one challenge related to growth at Jawnt, especially for public and government clients like those already working with Sourcwell. As an alternative procurement pathway, Sourcwell can more quickly get these customers through our pipeline, get our products to their members, and get their members riding transit.</p> <p>We see Sourcwell's ideal role as:</p> <ul style="list-style-type: none"> * Featuring our contract on their website. * Allowing use of their logo in our marketing materials. * Training our sales team to accurately describe the contracting process to prospective clients. <p>We do not expect Sourcwell to directly promote this partnership to their own network of Participating Entities.</p> <p>If awarded, Jawnt will embed the Sourcwell framework into our sales and onboarding workflow by:</p> <ul style="list-style-type: none"> * Including Sourcwell procurement instructions in our proposals and quotes * Training our sales team on Sourcwell eligibility, usage, and messaging * Referencing Sourcwell in early-stage qualification conversations * Using Sourcwell as the preferred procurement path for public agencies * Integrating Sourcwell language into our marketing collateral <p>pre-configuring standard pricing formats aligned with Sourcwell terms</p> <ul style="list-style-type: none"> * Informing all prospects early in discussions that the competitive process has already been satisfied <p>In our view, Sourcwell is a key strategic partner in accelerating innovation and access in all sectors.</p>

40	<p>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.</p>	<p>Jawnt does not currently offer direct API-level integration with e-procurement platforms, but we have successfully worked with institutional buyers through their e-procurement portals, such as Jaggaer and Coupa. In these engagements, our team completed vendor onboarding, submitted pricing, contract documents, and compliance attestations, and processed approvals entirely within the respective procurement system.</p> <p>Our purchasing and contracting approach is structured to fit the needs of institutional purchasing rather than commodity procurement. Because our deployments require coordination around eligibility rules, card controls, reporting, and regulatory compliance, most purchases require collaborative configuration rather than one-click ordering.</p> <p>Jawnt fully supports:</p> <ul style="list-style-type: none"> * Vendor registration in e-procurement platforms document submission and approval workflows * Purchase authorization and PO submission digital signatures (DocuSign or equivalent) * Digital invoicing and payments * Fulfillment tracking documentation <p>We are prepared to participate in purchases through additional systems commonly used by public entities, including Ariba, Bonfire, OpenGov, and internal university or agency procurement portals. If a participating entity requires procurement within a specific platform, we will operate within that workflow to ensure compliance and purchasing efficiency. If a Sourcwell-awarded agreement creates recurring demand for transacting through particular systems, we are willing to invest in deeper integration or automation to further streamline ordering through those platforms.</p>
----	---	---

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

Line Item	Question	Response *
41	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Only minimal training is required to effectively use the Jawnt Pass and associated platform, due to its intuitive design and simple administrative workflows. Jawnt provides this training via virtual meeting at no additional cost.</p> <p>All training for program administrators, payroll/benefits staff, and internal helpdesk personnel is included as part of standard implementation and covers:</p> <ul style="list-style-type: none"> * Platform navigation * Eligibility and subsidy configuration * Reporting and data export * User support and escalation pathways * Compliance considerations <p>Jawnt also offers a robust collection of self-serve materials 24/7 in our multilingual reference library: https://support.jawntpass.com.</p> <p>If needed, Jawnt is also available to provide refresher training sessions or onboarding for new administrative staff at no cost. For large-scale deployments requiring on-site training or launch support, Jawnt will work with the participating entity to provide appropriate resources, typically at no cost except travel and expenses, and where any special arrangements are required, they would be discussed transparently ahead of time.</p>

42	Describe any technological advances that your proposed Solutions offer.	<p>Jawnt's proposed solutions offer several technological advances in the prepaid card and mobility payment space, moving beyond legacy commuter benefit solutions and rigid, single-purpose transit fare media.</p> <ul style="list-style-type: none"> * Dynamic, Multi-Wallet Card Technology. The Jawnt Pass is a single Visa prepaid card capable of hosting multiple distinct digital wallets simultaneously. This allows a single card to hold, for example, pre-tax transit funds (IRS-restricted), pre-tax parking funds (also IRS-restricted), and employer-contributed micromobility subsidies (post-tax) – each with its own merchant categories and IDs, contribution limits, contribution amounts, subsidy amounts, and customizable spending rules. * Hyper-Specific Merchant Control. We leverage an advanced spending control engine that goes beyond standard Merchant Category Code (MCC) filtering. Jawnt can authorize or deny transactions based on the specific Merchant ID (MID), allowing for surgical precision in fund restriction. * Seamless Digital Wallet Provisioning (Virtual-First). Jawnt is designed for the modern mobile user. Our virtual card option allows participants to receive their Jawnt Pass immediately upon enrollment, instantly provisioning it to mobile wallets (Apple Pay, Google Pay, Samsung Pay) for secure, contactless use without waiting for a physical card to arrive. This significantly accelerates program adoption and use. * Open Payments Ecosystem Integration. Jawnt's platform is built to integrate with open payment systems (cEMV). Our current work with transit agencies like the NYC MTA and Monterey-Salinas Transit demonstrates our capability to use the Jawnt Pass as a foundation for broader mobility solutions, including applying real-time fare concessions (like student or senior discounts) to users tapping their Jawnt Pass on an agency's open payment fare reader. 	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Jawnt does not participate in any certified "green" initiatives. We do help client organizations estimate the CO2 / Scope 3 emissions eliminated by their transit benefit programs at no additional cost.</p>	*
44	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.	N/A	*
45	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>Jawnt offers a unique combination of transit industry expertise, payment technology, and user-centric design that provides Sourcewell's participating entities with an unparalleled mobility payment solution.</p> <ul style="list-style-type: none"> * Unmatched Transit Industry Expertise. Jawnt is not merely a payment provider; we are deeply embedded in the transit and mobility ecosystem. Our leadership team includes former General Managers of two major US transit agencies, and the creator of the initial commuter benefits code is a strategic advisor. We have a successful track record of licensing our platform directly to major transit agencies (e.g., SEPTA) and collaborating on open payment initiatives (e.g., Monterey-Salinas Transit, NYC MTA Transit Tech Lab). This experience ensures our solutions are designed to integrate seamlessly with—and enhance—existing public transit infrastructure. * Flexible, Dual-Purpose Card Technology. A single Jawnt Pass can host multiple, distinct, and highly configurable wallets (e.g., pre-tax transit, post-tax parking, employer-funded micromobility). This flexibility is unique and critical for Sourcewell entities managing complex benefit structures or multi-faceted community programs. The Jawnt Pass allows spending restrictions to be set by both Merchant Category Code (MCC) and Individual Merchant ID (MID), and supports complicated contribution, subsidy, and enrollment rules for different populations. * Local Provider Integrations. Jawnt also integrates directly with individual transit operators to provide transportation value. We work with 13 US transit agencies to bulk upload value onto their agency-issued smart cards, allowing us to pass along discounted passes through employer pass programs. We also partner with SpotHero, similarly supporting their discounted employer parking programs. * Superior User and Administrator Experience. With the Jawnt Pass, we've built a benefit that administrators love and recipients actually love to use. The Jawnt Platform offers real-time analytics and self-service reporting, providing transparent utilization data. Our award-winning, US-based, full-time Customer Support team delivers multi-channel (phone, chat, email), multilingual support. And we provide marketing assistance (design services, tabling support, material production) to ensure participants are fully aware of and able to utilize their mobility funds. 	*

<p>46</p>	<p>Demonstrate your capabilities and experience implementing fare subsidy programs, custom rewards programs, and other types of incentive programs.</p>	<p>The Jawnt Pass is currently supporting a mobility wallet program in the neighborhood of East San Jose, in San Jose, California. In this program, participating families receive a Jawnt Pass, and then Jawnt transfers a fixed amount of money on the card each month. These cards are restricted to only allow transactions for qualified transportation expenses, including transit, bikeshare, and Uber/Lyft/taxis. We are proud of this work, but have many additional capabilities that this program does not currently utilize.</p> <ul style="list-style-type: none"> * Disbursements can be controlled at a very fine level of detail. We can disburse funds to participants up to once a day, and there's no restriction on the actual dollar amounts being disbursed. For example, everyone in the main cohort could receive \$100 a week, and select members of that cohort can receive an additional \$10 daily incentive. * Spending can also be managed very tightly. Jawnt can authorize spending by Merchant Category, and then override categories by Merchant ID. For example, Jawnt provides commuter benefits via Jawnt Pass to employees at a large hospital. Employees were previously unable to use a commuter debit card to park at their workplace because the parking merchant is assigned the Merchant Category "8062" (Hospitals) rather than "7523" (Parking Lots, Parking Meters and Garages). Jawnt was able to override this category designation using the Merchant ID, allowing employees of this specific organization to use their pre-tax parking dollars to pay for this parking merchant. * Jawnt is currently partnering with Monterey-Salinas Transit (MST), also in California, to provide discounts to students tapping their personal debit/credit cards on MST's cEMV fare readers. Jawnt is able to offer this discount to eligible students because we've integrated with both their college's roster system and MST's onboard fare validator (Littlepay). Should an organization want to distribute funds via Jawnt Pass, and be in the service area of a transit agency that works with Littlepay, we could, with the support of the transit agency, ensure that participating seniors, veterans, etc. who are eligible for reduced fares receive those reduced fares when tapping their Jawnt Pass. * Jawnt also manages highly complex subsidies for commuter benefit programs. Many of our clients, including the Commonwealth of Pennsylvania and the University of Pennsylvania, offer different benefits, subsidies, and rules to different users, based on determinants like job function, office location, or union membership. Jawnt seamlessly supports these requirements and our reporting and analysis tools support these cases well.
<p>47</p>	<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>Jawnt's payment solution, the Jawnt Pass, is a Visa-branded prepaid debit card. As such, the underlying card technology is fully compliant with the highest global payment security standards. Jawnt does not directly issue the cards; we partner with a major financial institution that is a certified Visa card issuer, ensuring all card production and processing adhere to stringent compliance requirements.</p> <ul style="list-style-type: none"> * The Jawnt Pass physical card is a dual-interface chip card that is certified to the latest EMV Level 1 (physical interface/electrical signaling) and EMV Level 2 (application kernel/transaction processing) standards. It is fully compliant with NFC/Contactless EMV (cEMV) standards, allowing for fast, secure "tap-to-pay" transactions at all transit agency fare gates and merchant terminals that accept contactless open payments. * When an end-user loads their Jawnt Pass (physical or virtual) into a digital wallet (Apple Pay, Google Pay, Samsung Pay), the actual 16-digit Primary Account Number (PAN) is replaced by a unique Payment Token. This token is specific to the device and the merchant/transaction, meaning the sensitive PAN is never transmitted during the transaction. This process significantly reduces the risk of fraud and data breaches, adhering to global tokenization frameworks like the Visa Token Service (VTS). * All transaction data—whether transmitted via the physical chip or the digital wallet token—is secured using robust encryption protocols both during transmission and at rest. Communication between the Jawnt Pass and the payment terminal is protected by dynamic cryptography derived from the card's secure chip (or token), ensuring data integrity and confidentiality for every transaction. * Furthermore, Jawnt's platform for managing card accounts and user data is SOC 2 - Type II compliant, demonstrating our commitment to maintaining encrypted and secure environments.

<p>48</p>	<p>Demonstrate your account and platform management and back-office service capabilities and solutions that support end-users, back office, and operations.</p>	<p>The Jawnt Platform is a comprehensive, cloud-based solution, protected by two-factor authentication, and designed to provide intuitive and powerful account management capabilities for all client stakeholders: end-users (participants/cardholders) and client administrators.</p> <p>* The Jawnt Platform provides end-users with a secure, self-service portal to manage their Jawnt Pass. Users can view their real-time wallet balances, transaction history, and see the specific rules governing each wallet (e.g., pre-tax vs. post-tax, allowed merchant types). They can request a replacement physical card, report a card lost/stolen (which immediately deactivates the card), and reset their card's PIN. When allowed by their organization, users can submit receipts for out-of-pocket expenses for reimbursement, which are routed to Jawnt's Customer Success team for AI-augmented compliance review. Throughout the platform, relevant articles from Jawnt's helpful multilingual Knowledge Base are always a click away.</p> <p>* Client administrators (HR benefit managers, program managers) can also find the tools they need to manage their programs in the Jawnt Platform. Administrators can easily add, remove, or edit information for eligible participants, including changing contact information and eligibility status. The platform offers dashboards for overall program health and utilization, customizable CSV report generation, and access to the Jawnt Maps tool for geographical analysis of usage and enrollment. Administrators have direct access to the client-facing view, allowing for high-touch support, co-troubleshooting, and rapid response to complex user issues.</p> <p>Jawnt's own operations team uses an internal suite of tools to support the Jawnt Pass. For Customer Success, our unified console integrates participant data, transaction history, and other card information to provide rapid, expert, and multi-channel support for complex inquiries. Our back office team has automated tooling to manage ordering, funding, and invoicing for clients, enabling streamlined and cost-effective operations without foregoing human verification. The operations team is also responsible for select escalations from our customer support team, including issues related to card fraud.</p>
<p>49</p>	<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>Jawnt is committed to ensuring that our products and services are accessible to all end-users. We maintain compliance with all relevant standards (ADA, WCAG), and our commitment covers both our digital Jawnt Platform and our customer support channels.</p> <p>* Jawnt Platform. The website that administrators use to manage their program and that participants use to manage their Jawnt Passes is the primary way that most users will interact with Jawnt. The platform is natively accessible on both desktop and mobile devices, and fully navigable with assistive technologies, including screen readers. All critical functions and features can be accessed and operated using only a keyboard, and all text can be easily translated in-browser to any language. We regularly audit the entire platform to maintain our compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA.</p> <p>* Support channels. Our Customer Support team offers phone support in both English and Spanish. Written support is available in several other languages via email and chat, ensuring that users can access help in their preferred language. Our public-facing Knowledge Base (https://support.jawntpass.com) is designed for high readability and compliance with WCAG. When we develop and custom pre-recorded or live educational webinars we produce for end-users or administrators, we ensure that closed captioning is provided to assist users who are hearing-impaired.</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 type="radio"/> Yes <input checked="" type="radio"/> No	N/A
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

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.	<p>Jawnt supports standard public-sector payment practices and provides flexible payment options for Sourcewell participating entities.</p> <p>Our standard institutional terms are:</p> <ul style="list-style-type: none"> * Net 30 from date of invoice for administrative or subscription fees * Eligibility to support Net 45 or Net 60 terms upon mutual agreement where required by large public institutions * Funding for employee or rider accounts is remitted through pre-funding and/or recurring funding cycles as scheduled with the participating entity, depending on benefit election timing or subsidy structure. <p>Accepted payment methods:</p> <ul style="list-style-type: none"> * ACH / electronic funds transfer (preferred) * Purchase order (PO)-based invoicing * Check * Wire transfer * Direct employer account debit (for benefits funding) * Third-party payment processing through approved institutional platforms such as Jaggaer, Coupa, etc. <p>We are accustomed to accommodating financial timelines associated with:</p> <ul style="list-style-type: none"> * Fiscal-year constraints * Government payment cycles * Grant-based funding * Cost-recovery models * Payroll integration schedules 	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Jawnt's offerings are primarily software- and service-based and do not typically require equipment leasing or capital financing. As a result, we do not currently provide traditional leasing or financing structures.</p> <p>That said, Jawnt is willing to structure certain program expenses in ways that align with institutional budgeting, including:</p> <ul style="list-style-type: none"> * subscription-based pricing rather than upfront implementation charges * annual invoicing aligned with fiscal year planning * multi-year agreement options for programs that benefit from longer-term cost visibility * deferred onboarding cost treatment, when needed for grant-based or appropriated funding cycles <p>These arrangements are not forms of financing, but they allow entities to align spending with operational or budgetary needs. If a participating entity has a unique financing or budget-structuring requirement, Jawnt will work collaboratively to explore reasonable approaches that maintain compliance and transparency while meeting internal financial planning needs.</p>	*
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.	<p>Jawnt uses a concise set of standardized transaction documents when contracting with Sourcewell participating entities. Example documents are included in the attachment named 'Jawnt Standard Document Templates.zip.'</p> <ul style="list-style-type: none"> * Statement of Work (Order Form): defining selected services/features and pricing. * Master Services Agreement: covering general terms of use, responsibilities, confidentiality, service & support commitments, and compliance. 	*
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?	We do not accept P-cards.	*

63	<p>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>	<p>Jawnt offers two pricing models: one for commuter benefits and mobility wallets, and another for closed EMV cards. For both models, Jawnt will offer at least a 30% discount on all components of our pricing for entities contracting through Sourcewell. This is the most substantial discount that Jawnt has ever made available. Jawnt's pricing model is predictable and transparent, with no hidden fees for transactions or withdrawals.</p> <p>Complete pricing information is submitted as an attachment named 'Jawnt Pricing Addendum.pdf'</p> <p>Commuter benefits and mobility wallets Participating Entities who work through Sourcewell will receive at least a 30% discount on all three components of Jawnt's pricing. * Monthly fees per eligible participant. Jawnt offers this fee on a sliding scale, based on the number of people who could reasonably participate in the program. Jawnt recommends a fee per eligible participant to make pricing more predictable for clients, and to help clients commit to driving enrollment once their program is established. When needed, per enrolled member pricing can be available, to be negotiated on a case-by-case basis. By either metric, we require a minimum of 100 participants. * Replacement card fees. Through Sourcewell, Jawnt will waive this fee for each participant's first replacement card. * Design fees for custom card art and printed inserts. Jawnt charges no additional fees for transactions or rollbacks.</p> <p>Closed EMV cards Jawnt is offering at least a 30% discount to Participating Entities through Sourcewell on all four components of our pricing model for closed EMV cards. * Monthly platform fees. This is a flat fee per lead agency, and comes with 10 administrator logins, Jawnt encourages transit agencies to coordinate regionally to reduce this fee. * Monthly card management fees. Once Jawnt ships cards to the transit agency, we charge an ongoing monthly fee for their continued use. These fees are also on a sliding scale, and Jawnt charges less for cards that have a balance but are not being actively used, and nothing for cards that have been printed but do not yet have a balance. * Replacement card fees. * Design fees for custom card art and printed inserts. Jawnt charges no additional fees for transactions or rollbacks.</p>	
64	<p>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.</p>	<p>The prices in this proposal represent a ~30% discount on our standard rates.</p>	*
65	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>Organizations are also eligible for volume discounts for: * Signing longer term contracts * Serving larger numbers of employees/participants * Pre-payment, such as upfront annual billing</p> <p>These discounts are on top of the previously stated pricing.</p>	*
66	<p>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.</p>	<p>Jawnt often supports our clients with marketing to increase enrollment. We will provide limited amounts of design services, staff for tabling, and printing services at no cost. For more substantial requests, we price our design and tabling staff at fixed hourly rates (discounted by 30% an hour, respectively, plus travel at cost). When needed, we will facilitate printing and other materials at cost plus 5%.</p>	*
67	<p>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.</p>	<p>There are no additional costs associated with offering, distributing, or supporting the Jawnt Pass. We return 100% of unspent card funds to the organization at the organization's direction (for example, when an employee leaves and has a balance in their commuter benefit account). Jawnt does not charge any overhead to load value onto Jawnt Passes or withdraw unspent funds. Neither Jawnt nor its banking partners charge either cardholders or organization any additional transaction fees related to the use of Jawnt Passes.</p>	*
68	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>There are no shipping costs. The cost for physical Jawnt Passes includes the cost to manufacture and ship each card.</p>	*
69	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>Jawnt does not charge an additional fee for shipping physical Jawnt Pass cards to Alaska or Hawaii. The Jawnt Pass is not available in Canada.</p>	*

70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>The Jawnt Pass is available as both a physical or virtual card. Physical cards are delivered by mail, each in their own envelope, with a sticker and paper insert giving instructions for the activation process. Organizations can elect to include additional content in each envelope, such as a flyer, which is included in the card design and distribution fee.</p> <p>The passes can be sent to individuals or in bulk to their organization.</p> <p>When a user elects to receive their Jawnt Pass as a virtual card, that card is generated immediately and ready to use in a digital wallet.</p>	*
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>Jawnt will employ a multi-layered, self-audit process to ensure full compliance with the Sourcewell Master Agreement, with a specific focus on guaranteeing accurate pricing for all participating entities.</p> <ul style="list-style-type: none"> * Jawnt will train our sales and marketing staff to ensure we are accurately presenting our offerings to potential clients. Jawnt will refresh this training quarterly. * All Sourcewell-related opportunities will be tagged with a unique identifier in our CRM and lead tracking system * During contracting, the assigned Account Manager and Jawnt's Finance Director will ensure that all Sourcewell-mandated terms and conditions have been correctly incorporated and no unauthorized modifications were made during the sales process. * During an annual client check-in, the Account Manager will review the client's current pricing tier and volume against the Sourcewell agreement to proactively identify if the client qualifies for a more favorable rate (e.g., if their participant count moved them into a lower monthly fee per participant bracket). * Annually, our Finance Director and Chief Operating Officer will audit Jawnt's fully executed contracts with participating entities. 	*
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>Jawnt will track the following key internal metrics to measure the success of the Sourcewell agreement.</p> <ul style="list-style-type: none"> * Total Annual Contract Value (ACV) for Sourcewell-attributed revenue * Number of new clients where the Sourcewell Master Agreement was the primary procurement vehicle * Time-to-contract, in days from initial sales engagement (e.g., first meeting or MQL) to a fully executed contract for Sourcewell clients, compared to non-Sourcewell public sector clients * Net Promoter Score (NPS) for Sourcewell participating entities and their end users * Card utilization, as a percentage of total cards issued per client * Volume of funds loaded on to Jawnt Passes * Volume of funds spent with Jawnt Passes 	*
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.	<p>Jawnt proposes an administrative fee to Sourcewell in the amount of 1.5% of our monthly platform fees and our monthly fees per participant.</p>	*

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.	The prices in this proposal represent up to a 30% discount on our standard rates.

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

Line Item	Question	Response *
-----------	----------	------------

75	Provide a detailed description of all the solutions offered in the proposal.	<p>Jawnt proposes offering Sourcewell’s Participating Entities the Jawnt Pass, a Visa-branded, multi-wallet prepaid debit card, along with the comprehensive Jawnt Platform for administration and support.</p> <p>The Jawnt Pass is a flexible card that supports three key use cases: commuter benefits, mobility wallets, and closed EMV solutions.</p> <p>When used to distribute commuter benefits, the Jawnt Pass is a modern, IRS-compliant solution for organizations seeking to provide pre-tax and/or post-tax commuter benefits to their employees. Jawnt manages this entire commuter benefit offering as a third-party administrator, from enrollment and payroll deduction integration to payroll deductions and compliance reporting. The Jawnt Pass is a popular solution among large organizations, including higher education, healthcare, and government, seeking a competitive, highly-utilized benefit to reduce parking demand and promote sustainable commuting. Key features include:</p> <ul style="list-style-type: none"> * One card, multiple wallets. A single Jawnt Pass can store separate funds for pre-tax transit, pre-tax parking, and other taxable employer transportation subsidies. * IRS compliance. Jawnt ensures that pre-tax funds are only used on qualified expenditures, and that payroll deductions follow the latest IRS guidelines. * Payroll integrations. The Jawnt Pass can be seamlessly integrated into hundreds of HRIS and payroll systems to automate enrollment and contribution management. * Hyper-specific spending control. Funds are restricted not only by Merchant Category Code (MCC) but also by individual Merchant ID (MID), allowing for surgical precision with regards to qualified expenditures. * Fraud prevention. Advanced systems ensure funds cannot be withdrawn as cash, and prevent use with unauthorized merchants. * Reimbursement module. Users can request reimbursement for qualified mobility expenses (like bike purchases) that cannot be completed directly with a card. <p>In our attachments, see Additional Document > Commuter Benefit Case Studies.zip for three case studies about our commuter benefit offerings with a law firm, municipal government, and biotech company.</p> <p>When used to support public-benefit mobility wallet projects, the Jawnt Pass is a flexible technology, ideal for disbursing funds for outcome-oriented transportation initiatives. As a spend-restricted debit card, the Jawnt Pass gives administrators maximum control over how funds are spent, while providing a friendly, human-supported experience for participants. The mobility wallet programs we support today appreciate how the Jawnt Pass supports daily, weekly, or monthly automated fund disbursement to individual cards, making it ideal for incentive or continuous-support programs.</p> <p>Closed EMV cards are the newest opportunity we see enabled by the opportunity. Though in the industry we talk about transit agencies moving from issuing their own smart cards (“closed systems”) and towards accepting bank-issued debit and credit cards (“open payments”), in reality, agencies are maintaining both systems. US riders are accustomed to agency-issued cards, and these cards are currently the most widely implemented solution for offering discounted fares. Maintaining duplicative systems is costly to transit agencies, and offering closed EMV cards – a spend-restricted EMV card distributed in place of traditional smart cards – would allow these agencies to fully stop supporting their closed systems, presenting a significant cost savings opportunity. Jawnt is well-positioned to be one of the first solutions to disrupt this market.</p> <p>No matter the implementation, the Jawnt Platform itself also provides essential value for administrators. Our cloud-based portal provides easy access to eligibility management, real-time analytics, utilization reporting (including Jawnt Maps for multi-location analysis), and self-serve access for high-touch support. For participants, the Jawnt Platform offers a mobile-friendly view into real-time balances, transaction history, card management tools, and the instant provision of virtual cards. All of these solutions can be uniquely branded by the transit agency if a transit agency is looking to launch their own custom-branded payment card solution.</p> <p>All of our technology is backed up by an exceptional team of humans. Our award-winning, full-time, US-based multi-channel (phone, email, chat) and multilingual (English/Spanish) Customer Success team supports our participants. And our dedicated Account Managers work with clients on custom program design, tailored marketing assistance, and ongoing data-driven strategy to maximize adoption and program efficacy.</p>
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Pre-tax and post-tax commuter benefit administration Mobility wallets for community benefit programs Closed EMV card solutions</p>

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	Jawnt is offering our Jawnt Pass, a Visa-backed debit card product.
78		Physical pre-paid cards that can be funded from multiple sources	<input checked="" type="radio"/> Yes <input type="radio"/> No	Jawnt Passes can be funded from from multiple sources, including but not limited to: * End user-deposited funds (both pre-tax and post-tax) * Employer-sponsored programs for funding transportation services * Community programs funding end users who meet specific criteria such as income-based programs * Community programs targeting specific types of use cases, such as commuter incentive programs Practically, these funds can be received before being loaded onto the Jawnt Pass through a variety of channels. * ACH / electronic funds transfer (preferred) * Purchase order (PO)-based invoicing * Check * Wire transfer * Direct employer account debit (for commuter benefits) Jawnt's retail website (for closed EMV) * Third-party payment processing through approved institutional platforms such as Jaggaer, Coupa, etc.
79		Virtual pre-paid accounts, digital wallets that can be funded from multiple sources	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Jawnt Pass is also available as a virtual-only card, for immediate activation and use. These cards can be issued and loaded into a smart phone/watch wallet and used to pay for transit within minutes. These cards can also be funded by Jawnt using the same multiple sources as our physical card.

80	Back office, account management interfaces for entries and end-users, including mobile applications		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The Jawnt Platform is a desktop- and mobile-friendly website, optimized for accessibility and language translation, that is available to end users 24/7.</p> <p>When used for commuter benefits or mobility wallets, the platform is most notable for the following features.</p> <ul style="list-style-type: none"> * Seamless eligibility verification. If the participant's email matches the one provided by their organization, or the organization attested to their eligibility by signing them up in person, the participant is able to create their own account and begin enrolling in benefits. * Benefit elections. If the program involves a user choice (e.g., pre-tax contribution amount), the platform guides the user through making their elections, ensuring compliance with all relevant program and regulatory limits (e.g., IRS limits for commuter benefits). * Minimal data collection. The platform is designed to streamline enrollment and respect user privacy. The Jawnt Pass never requires a social security number, and only a physical address if a physical Jawnt Pass card needs to be mailed. <p>When used as a closed EMV solution, members of the general riding public manage their cards through a distinct, retail version of the Jawnt platform. Core functions include:</p> <ul style="list-style-type: none"> * Checking their card balance and transaction history. * Transferring funds onto their card from a personal payment method, such as a debit or credit card. * Learning how to find a location that
----	---	--	--	---

				<p>will allow them to load cash onto their card.</p> <ul style="list-style-type: none">* Cancelling or freezing a card.* Requesting a replacement card, and directing the current balance onto that new card.* Optionally, creating an account. Jawnt does not require cardholders to create accounts to manage most functions, but offers transit agencies the option to make account creation a requirement.
--	--	--	--	--

81		Account management interfaces for entities and end-users, including mobile applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Organization administrators can also log into the Jawnt Platform to fully manage their eligible populations. All of these functions are possible through the Jawnt Platform website, which is both desktop- and mobile-friendly. These functions include:</p> <ul style="list-style-type: none"> * Determining eligibility. To upload a roster of eligible cardholders, administrators can choose from manual entry, uploading a CSV through the Jawnt Platform, or setting up a shared SFTP drive or HRIS integration with their Account Manager during onboarding. * Once eligible participants are in the Jawnt Platform, administrators can "spoo" that user's account to make many enrollment decisions on their behalf. For example, administrators can change an individual's monthly contribution. These changes are recorded with timestamps in the user's history, and noted as made by an administrator on their behalf. In our attachments, see Additional Document > Screenshots > Admin View.png for an example. * Administrators can also review transaction histories and other actions their participants have taken with their accounts and Jawnt Passes.
----	--	---	--	---

82		Real-time transaction monitoring and reporting	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The Jawnt Pass tightly manages spending, preventing fraud and misuse of funds, while offering transparent monitoring and reporting.</p> <p>When a participant attempts to use their Jawnt Pass, our system instantly verifies the following. If any checks fail, the transaction is denied on the spot:</p> <ul style="list-style-type: none"> * The Merchant Category, and if necessary Merchant ID, to determine if the transaction aligns with allowable uses. * That the participant's balance is sufficient for the transaction, preventing overdrafts. <p>Jawnt's Customer Support team and program administrators can review all attempted transactions, to help users understand why their transactions failed and what steps to take before attempting again, if any.</p>
----	--	--	--	---

83		Autoloading and auto-disbursement of funds at regular intervals	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>When used for commuter benefits, Jawnt Passes are funded on a monthly basis, aligned with a standard payroll schedule. With this schedule, employees typically have until the 19th of the month to modify their enrollment (to either change the amount being contributed or cancel their contributions). A typical enrollment schedule may look like this:</p> <ul style="list-style-type: none"> * Participants finalize elections by the 19th of the month * Jawnt initiates a funding request from the organization by the 22nd of the month * Funds are available to use on the card by the 1st of the next month <p>Organizations have the ability to customize these enrollment deadlines when necessary. Additionally, there are multiple mechanisms for employers funding the card. Employers can either fund the full amount of employee contributions each month ("contribution-based funding") or provide a pre-fund amount and then provide funding for what had been used during the prior period ("claims-based funding").</p> <p>When used for mobility wallets, Jawnt autoloads funds on a monthly cadence and typically participants do not need to make an election. Jawnt also supports irregular or one-off by the organization contributions. For example, loading weekly or daily incentives as riders earn them.</p>
84		End user intake and sign-up services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>When used for commuter benefits and mobility wallets, the Jawnt Platform provides an intuitive, self-serve enrollment process. Participants</p>

are typically enrolled using one of two methods.

* Email invitation. For large-scale programs, administrators can use the Jawnt Platform to send a batch email invitation to a list of eligible participants. Once participants receive their email and follow the link to the Jawnt Platform, they are prompted to create a password, or use their organization's SSO when available.

* Manual enrollment. When participants enroll at an in-person sign-up event, administrators typically bring a tablet or laptop to access the Jawnt Platform and enter participant data manually. This allows participants to complete their enrollment with the administrator's help, which saves time and allows the participant to be more informed about their choices.

When used as a closed EMV solution, cardholders and agency staff have a separate retail version of the Jawnt platform to manage their Jawnt Passes. This site is also desktop- and mobile-friendly, and is optimized for accessibility and translation.

Transit agency staff, and their partners, would use the retail website to:

* Activate a card for a member of the transit-riding public. This could include assigning a phone number and/or email address.

* Moving funds to the card for immediate use. The agency can decide if the funds are valid for use with just the transit agency, with all transit agencies, or with a wider array of mobility providers (including bike share operators). In our attachments, see Additional Document

*

				<p>> Screenshots > Retail User.png for an example. * Diagnosing customer questions. For instance, checking the balance history.</p> <p>In either case, Jawnt's Account Managers provide all necessary custom enrollment links, training, and tailored communication templates to client administrators to ensure a smooth and successful participant intake.</p>
85		Marketing and advertising of program services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Jawnt offers comprehensive marketing and advertising services designed to maximize program awareness, adoption, and utilization for both employer-sponsored and community-based mobility programs. Our approach leverages a mix of in-person engagement, customized materials, and data-driven consulting, ensuring that all program stakeholders are fully informed and able to take advantage of their offered solutions. We assume most large programs will require some amount of marketing, and include a reasonable amount of support at no cost. Programs that want more significant collaborations can pay for additional services at our hourly rates. Our services include:</p> <ul style="list-style-type: none"> * Customized marketing assistance and materials. We provide design services for custom flyers, FAQs, and digital assets tailored to the specific program audience and rules. We can also produce custom-branded swag to increase visibility and engagement. * In-person engagement and tabling. We offer planning and staffing for tabling events and

fairs (e.g., employee benefits fairs, community sign-up events). Our staff are trained to walk participants through the enrollment process and answer on-site questions, accelerating adoption.

- * Out-of-home advertising. For large-scale programs seeking broad public awareness, Jawnt can facilitate and manage the purchasing of local out-of-home advertising space, ensuring the message reaches the intended geographic audience. We typically recommend bus shelter and in-vehicle ads for transit programs, and have relationships with most major advertising platforms.
- * Educational webinars and support. We develop and conduct educational webinars for both administrators and end-users, detailing how to use the Jawnt Pass, manage their accounts, and understand program eligibility. Closed captioning is provided to ensure accessibility.
- * Data-driven strategy. Beyond simple material creation, we offer two additional tools to help administrators decide how best to drive program utilization. This analysis helps clients identify areas of low adoption, design more effective marketing campaigns, and target their outreach to underserved populations. For organizations supporting multiple locations, the Jawnt Maps feature within the Jawnt Platform allows administrators to compare trends across regions. In addition, our Transit Competitiveness Analysis tool helps clients establish an objective baseline for measuring program enrollment success.

86		Advertising revenue services	<input type="radio"/> Yes <input checked="" type="radio"/> No	Jawnt does not share or sell user data to any third parties. Jawnt also does not offer any opportunities to advertise through our products or services.
87		Data analytics and performance analysis	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The Jawnt platform provides administrators with 24/7 access to several self-service analytic tools, including:</p> <ul style="list-style-type: none"> * A dashboard with overall program health visualizations, including eligibility and enrollment rates over time and by benefit. In our attachments, see Additional Document > Screenshots > Performance Dashboard.png and Jawnt Maps.png for examples. * Multiple CSV reports that show the real-time program status and can be downloaded on demand. Jawnt includes two standard reports for every organization (enrollments by employee, enrollments per benefit) and will add up to three more for any organization at no additional cost). * Jawnt Maps, a best-in-class interactive view designed for large organizations managing transportation demand at multiple locations. Administrators can quickly assess benefit offerings and enrollment across locations, and identify trends to drive utilization. <p>Combined, these features help keep programs running smoothly and at reduced cost. For commuter benefits, for example, there is a serious risk of employees accumulating large and unwieldy balances. IRS regulations prevent employees from keeping their transit benefit balances when they leave their organization, leading</p>

				<p>employers to reduce their subsidies because they worry about waste and hurt feelings. The Jawnt Pass can enforce balance limits, reducing overspending and keeping funds flowing for only their intended purpose.</p>
88		<p>Merchant Category Code and other use restrictions and limitation management</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Jawnt Passes are restricted to only allow spending that comply with applicable IRS, employer, or other relevant program rules. Transactions can be restricted by Merchant Category Code, as well as other attributes like Merchant ID and Terminal ID.</p> <p>We find that many clients need a higher degree of control than just Merchant Category Code. For example, Jawnt provides commuter benefits via Jawnt Pass to employees at a large hospital. Employees were previously unable to use a commuter debit card to park at their workplace because the parking merchant is assigned the Merchant Category "8062" (Hospitals) rather than "7523" (Parking Lots, Parking Meters and Garages). Jawnt was able to override this category designation using the Merchant ID, allowing employees of this specific organization to use their pre-tax parking dollars to pay for this parking merchant.</p>
89		<p>Customer service and support for all stakeholders</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Jawnt's award-winning Customer Support team provides multi-channel, multilingual assistance to participants, and our dedicated Account Managers (AMs) provide direct service and support to client administrators.</p> <p>1. Participant support (Jawnt Customer Success) * Multi-channel, multilingual support. Support is available</p>

via email, phone, and chat during business hours. Phone support is offered in English and Spanish, with written support available in several other languages. Our public-facing Knowledge Base (<https://support.jawntpas.com>) is designed for high readability and compliance with WCAG.

* Expert and empowered team. Our full-time, US-based employees are cross-trained on all aspects of benefit policy as well as the Jawnt Pass card technology. This allows them to handle complex inquiries related to account balances, transaction eligibility, card activation, and replacements. Our unified internal console integrates participant data and transaction history, enabling rapid, expert service.

* Response time commitment. Our team adheres to strict internal response-time goals, as detailed in response to question 30.

2. Client Administrator Support (Account Managers)

* Dedicated Account Manager. Once a client signs with Jawnt, they are assigned a dedicated AM to serve as their single point of contact.

* Strategic partnership. The AM oversees the initial setup, including roster synchronization, custom report configuration, and the development of tailored support materials. Beyond day-to-day operations, the AM works with the client to analyze program data, identify opportunities for increasing adoption, and communicate product roadmap updates.

* Proactive issue escalation. The AM acts as a dedicated

				<p>internal resource for escalating any client-side or systemic user support issues, ensuring rapid resolution. * Jawnt Platform for admins. Administrators have direct access to the Jawnt Platform, offering real-time analytics, customizable reporting, and edit access for individual participant data to allow for high-touch, co-troubleshooting support with individual participant accounts.</p>
90		Regulatory compliance services	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Most Jawnt Passes today are funded for employee commuter benefits with pre-tax transit and parking funds. Jawnt stores these end-user deposited funds in compliance with applicable IRS regulations, and limits their use for qualified expenses.</p> <p>Some employers also choose to load post-tax subsidies onto their employees' Jawnt Passes, which Jawnt limits for use on micromobility, EV charging, or other mobility options as determined by the employer. At the employer's discretion, Jawnt allows these end-user deposited funds to either roll over month-to-month, or to revert back to the employer as a credit at the end of each month. When employees leave their employer, Jawnt rolls back 100% of unspent funds and returns them to the employer, in accordance with IRS regulations.</p> <p>Employers can download reports through the Jawnt Platform's self service dashboard that document the compliant use of their employees' funds.</p>

91		Facilitation, generation, and support of periodic reporting for standard and custom reports	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The Jawnt Platform offers administrators key reports on demand. These reports summarize participation and enrollments. Jawnt will create up to three additional reports at the organization's direction during onboarding. Each organization's Account Manager will prepare these and additional reports as needed during each quarterly business review and annual check in.</p>
92		Training programs and materials for all stakeholders	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>For administrators, Jawnt offers live training with each organization's dedicated Account Manager at the start of the engagement. Jawnt also provides comprehensive training materials in both written and video formats.</p> <p>For all users, the Jawnt Platform itself offers helpful tips and links to additional information throughout major workflows. Jawnt also offers self-service training in our reference library, available 24/7 in a variety of languages.</p>
93		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	<p>The Jawnt Pass natively restricts funding by Merchant Category and Merchant ID, which allows us to tightly limit spending to public transit agencies, ridesharing companies, taxi companies, and micromobility service providers. In practice, we've seen both how participants want to use their mobility funds in ways that stretch these definitions, and how funding organizations want to set limits that cut across this entire framework.</p> <p>Transit should be the easiest spending to navigate, and spend-restricted cards like ours support full adult fares well. But what about transit agencies that offer discounts</p>

for riders with low income – shouldn't someone with income low enough to qualify for a mobility wallet be charged the low-income fare when they use it to pay for transit? If their transit agency is willing to work with Jawnt to support this integration, we can preserve this discount to stretch their mobility wallet funds. This is just one example of how having a transportation-focused card solution can provide a superior experience over a more general card solution.

We've heard from mobility wallet providers that they want tight control over spending with ridehailing companies. We have a close partnership with both Uber and Lyft that would allow us to geofence participants through the Uber and Lyft platforms, with participant consent, to only use their Jawnt Pass to pay for trips of a certain origin and/or destination area.

Micromobility perhaps presents the greatest challenges. App-based rental services, such as individual Lime scooter rides or an annual Bluebikes membership, are easy to approve as a qualified transaction. But when people purchase bicycles, they often do so from either merchants that sell more than bikes (Walmart, Amazon) or with cash through Craigslist, Facebook Marketplace, or yard sales – none of which would allow a transaction on a spend-restricted Jawnt Pass. To ensure these would-be cyclists are supported, Jawnt offers a reimbursement process. Participants upload their receipt

				or whatever documentation they can reasonably provide, and a human Jawnt employee, aided by AI, reviews their request and issues a decision. If approved, participants can elect to receive a reimbursement to a personal bank account from their mobility wallet.
94		Related hardware, software, equipment, and services complementary to the Transportation Services Payment Solutions offered in 77 - 93 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Jawnt is having advanced talks with multiple commuter incentive platforms to leverage the Jawnt Pass as a funding disbursement solution. We already support several key features that make the Jawnt Pass a competitive offering in this use case.</p> <p>* We offer several APIs that make it possible to embed the core management functions of the Jawnt Pass in another vendor's app (including but limited to displaying wallet balances, transaction history, requesting a replacement card, and resetting the PIN).</p> <p>* Funds can be transferred from an organization's parent account to individual cardholders' at no cost (neither a flat fee nor percentage), enabling the kinds of frequent small transactions that are common with commuter incentive programs.</p>

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 *
-----------	----------	------------

<p>95</p>	<p>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>	<p>Jawnt is fully responsible for the end-to-end issuance and management of the Jawnt Pass, a Visa-branded prepaid debit card. Our services cover client-side program setup, participant enrollment, card production and distribution, ongoing account management, and regulatory compliance.</p> <p>1. Program Setup and Eligibility Verification (Client-Side). The client organization is responsible for determining the initial eligibility for the Jawnt Pass program. Jawnt supports this through multiple flexible methods.</p> <ul style="list-style-type: none"> * Manual entry. Very small organizations and programs often prefer to manage their roster directly in the Jawnt Platform's interface. * Roster uploads. The Jawnt Platform also accepts manually uploaded rosters of eligible participants as a CSV. * Secure File Transfer Protocol (SFTP). Organizations can deposit a CSV roster into a shared server via SFTP. * HRIS synchronization. Jawnt can seamlessly sync with hundreds of existing Human Resource Information Systems (HRIS) to automate eligibility verification and roster maintenance. <p>2. Participant Enrollment and Information Collection (End-User Side). Organizations have the flexibility to manage this process via either:</p> <ul style="list-style-type: none"> * Email invitation. Large organizations typically prefer to invite participants in batch via email from the Jawnt Platform. * In-person sign-up. Organizations supporting community mobility wallets often use a guided sign-up process with participants at a tabling event. <p>During enrollment, participants are guided through a simple application process in the Jawnt Platform.</p> <ul style="list-style-type: none"> * Minimal personal information. For all applications of the Jawnt Pass, only the sponsor organization is subject to KYB. Individual cardholders never need to provide a social security number, for example. * Card format selection. If allowed by their organization, participants select whether they want a physical or virtual card. They provide a mailing address for physical card delivery (unless the organization chooses to distribute in bulk). * Contributions and elections. If the program involves user contributions (e.g., pre-tax transit benefits), participants commit their choices. The Jawnt Platform ensures that any pre-tax contribution limits comply with IRS regulations. * Terms and Conditions. Participants must review and accept the cardholder terms and conditions before their Jawnt Pass can be issued. <p>3. Card Production and Distribution.</p> <ul style="list-style-type: none"> * Physical cards by mail. Jawnt manages the production, personalization, and secure mailing of Visa-branded chip cards. Cards are mailed in unactivated status and include instructions for a 24/7 phone activation service. * Physical cards in bulk. Jawnt can also ship physical cards to an organization's office for hand distribution. This option allows the organization to help triage activation issues. * Virtual Cards. Virtual cards are generated immediately upon enrollment completion and are instantly ready for import into a digital wallet (Apple Pay, Google Pay, Samsung Pay). <p>4. Financial and Regulatory Compliance. Jawnt is not a bank, but partners with a major financial institution that is a certified Visa card issuer, ensuring full compliance with:</p> <ul style="list-style-type: none"> * Federal Financial Regulations. Jawnt adheres to BSA/AML, KYC regulations, and is subject to regular audits by its issuing bank partner. * IRS Compliance. For pre-tax commuter benefits, the Jawnt Platform manages funds in compliance with IRS Code Section 132(f), including monthly contribution limits and qualified expense restrictions. * Payment Security. The Jawnt Pass is a dual-interface chip card certified to EMV Level 1 and 2 standards, fully compliant with NFC/Contactless EMV (cEMV) standards, and leverages tokenization for digital wallet security. * Data Security. Jawnt's platform for managing accounts and user data is SOC 2 - Type II compliant, confirming secure data handling and encryption (see trust.jawntpass.com).
<p>96</p>	<p>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>	<p>The Jawnt Pass is available as both a physical or virtual card. Physical cards are delivered by mail (either to the individual or in bulk to an organization). Physical cards must be activated before use. Every physical card is shipped with a sticker and paper insert with instructions for the activation process, which involves calling a phone number that is available 24/7. Once activated, the physical card can be loaded into a digital wallet (Apple Wallet, Google Wallet, Samsung Wallet) for immediate use.</p> <p>When a user elects to receive their Jawnt Pass as a virtual card, that card is generated immediately and ready for import into a digital wallet. Once issued, virtual cards cannot be re-issued as a physical card but users can always receive a physical card later.</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.	There are no end-user fees associated with Jawnt Passes. There are no minimum requirements from users for inactivity or minimum balances. When an overdraft is attempted, the transaction is denied and no fee is charged.	*
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.	Jawnt Passes can limit purchases by both Merchant Categories and individual Merchant IDs, as well as time of day and amount. These limits are highly configurable. We offer the ability to set up multiple wallets with distinct spend restrictions on the same Jawnt Pass – for example, one wallet for qualified transit expenses and another for qualified parking expenses. We also offer the ability to set up different spending limits for different groups – for example, employees with one union get a transit wallet, and employees at the same organization with another union get a wallet for each transit and EV charging. Jawnt ensures that even commuter benefit accounts with multiple wallets are still compliant with relevant IRS guidelines. Organization administrators can request changes to allowed/prohibited rules at any time.	*
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.	Once funds are transferred into a Jawnt Pass account, they can only be removed in one of three ways: 1. By spending the funds on a qualified expense. Jawnt is involved in the authorization flow of every transaction and uses Merchant Categories and Merchant IDs and any custom organization logic to approve or deny transactions. Fare processors provide this information at the moment of tapping to pay, even when transactions are batched and processed offline, allowing Jawnt to immediately deny all invalid transactions. 2. Through a valid reimbursement request. Jawnt's reviews each request, leveraging AI-tools to augment our human customer support team. When receipts or other documentation is missing or inadequate, we reach out to the user by email, text, or phone for clarification. 3. The organization sweeping back the funds. When, for example, an employee departs their organization, 100% of unspent funds revert back to the employer. Jawnt never charges a fee to sweep back unused funds. Jawnt Passes do not allow cash withdrawals at ATMs or otherwise. Users must use two-factor authentication to log in and manage details of their Jawnt Passes. All Jawnt Pass's data is scored securely in our SOC II - Type 2 compliant system. See trust.jawntpass.com for more.	*

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 type="radio"/> Yes <input type="radio"/> No		*
101		Validation and ticketing devices	<input type="radio"/> Yes <input type="radio"/> No		*
102		Mobile payment collection systems	<input type="radio"/> Yes <input type="radio"/> No		*
103		Validation inspection services	<input type="radio"/> Yes <input type="radio"/> No		*
104		Related fare media, such as: data processing and communication devices and equipment	<input type="radio"/> Yes <input type="radio"/> No		*
105	Mobile Pay-As-You- Go Ticketing Solutions		<input type="radio"/> Yes <input type="radio"/> No		*
106		Payment service provider integration	<input type="radio"/> Yes <input type="radio"/> No		*
107		Fare calculation	<input type="radio"/> Yes <input type="radio"/> No		*
108		Fare capping and post-payment models	<input type="radio"/> Yes <input type="radio"/> No		*

109		Financial reporting	<input type="radio"/> Yes <input type="radio"/> No		*
110		Fraud detection and prevention	<input type="radio"/> Yes <input type="radio"/> No		*
111		Integration with validation equipment	<input type="radio"/> Yes <input type="radio"/> No		*
112		Automatic journey detection via smart devices	<input type="radio"/> Yes <input type="radio"/> No		*
113	Back office, Account Management, and Platform Services		<input type="radio"/> Yes <input type="radio"/> No		*
114		Account management interfaces for entities and end-users, including mobile applications	<input type="radio"/> Yes <input type="radio"/> No		*
115		Real-time transaction monitoring and reporting	<input type="radio"/> Yes <input type="radio"/> No		*
116		Autoloading and auto-disbursement of funds at regular intervals	<input type="radio"/> Yes <input type="radio"/> No		*
117		End-user intake and sig-up services	<input type="radio"/> Yes <input type="radio"/> No		*
118		Marketing and advertising of program services	<input type="radio"/> Yes <input type="radio"/> No		*
119		Advertising revenue services	<input type="radio"/> Yes <input type="radio"/> No		*
120		Data analytics and performance analysis	<input type="radio"/> Yes <input type="radio"/> No		*
121		Merchant Category Code and other use restrictions and limitations management	<input type="radio"/> Yes <input type="radio"/> No		*
122		Customer service and support for all stakeholders	<input type="radio"/> Yes <input type="radio"/> No		*
123		Regulatory compliance services	<input type="radio"/> Yes <input type="radio"/> No		*
124		Facilitation, generation, and support of periodic reporting for standard and custom reports	<input type="radio"/> Yes <input type="radio"/> No		*
125		Training programs and materials for all stakeholders	<input type="radio"/> Yes <input type="radio"/> No		*
126		Integration of payment solutions and access for use of transportation services with existing and future mobility platforms	<input type="radio"/> Yes <input type="radio"/> No		*
127		Related hardware, software, equipment, and services complementary to the Transportation Services Payment Solutions offered in 100 - 126 above.	<input type="radio"/> Yes <input type="radio"/> No		*

Table 7E: Depth and Breadth of Offered Solutions - These questions only pertain to Category 2

We will not be submitting for Table 7E: Depth and Breadth of Offered Solutions - These questions only pertain to Category 2

Line Item	Question	Response *
128	Describe your capabilities for implementing and integrating fare collection and ticketing devices into existing transit systems	
129	Describe in detail mobile pay-as-you-go ticketing solutions offered capabilities and integration process into existing and future transit system components	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Jawnt Pricing Addendum.pdf - Monday January 05, 2026 15:35:12
 - [Financial Strength and Stability](#) - Jawnt Financial Viability.zip - Monday January 05, 2026 15:37:04
 - [Marketing Plan/Samples](#) - Jawnt Marketing Materials.zip - Tuesday December 16, 2025 12:28:57
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Jawnt Standard Document Templates.zip - Tuesday January 06, 2026 08:32:57
 - [Requested Exceptions](#) - Jawnt Requested Exceptions to Sourcewell MSA.docx - Tuesday January 06, 2026 08:33:13
 - [Upload Additional Document](#) - Jawnt Additional Attachments.zip - Tuesday January 06, 2026 08:31:12

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. - Jeff Stade, CEO, jawnt, Inc.

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