RFP for Microtransit System

Topeka Metropolitan Transit Authority
Request for Proposal | TM-22-01

August 17, 2022

Submitted by Via Mobility, LLC
(A wholly owned subsidiary of Via Transportation, Inc.)

Proprietary and Confidential Information

Via Mobility, LLC ("Via") response and all supporting documentation, including associated exhibits and appendices, contain confidential information exempt from disclosure under the Kansas Statutes Annotated ("K.S.A.") § 45-215 (the "Kansas Open Records Act"). The confidential materials include, but are not limited to, information relating to the pricing of Via's services, back-end application processes, proprietary algorithms, unique business methodologies, entity officer and member details, market positioning, third party reference letters, compliance efforts, and sensitive information on key performance indicators. This information is exempt from disclosure under several provisions of the Kansas Open Records Act, including but not limited to K.S.A. § 45-221(33) (as a sealed bid and information relating to such a bid); K.S.A. § 45-221(33) (as financial information submitted by a potential contractor); K.S.A. § 45-221(18) (as proprietary plans, designs, drawings, or specifications for a transit solution); K.S.A. § 45-221(30) (as personal information); and K.S.A. § 45-221(1) (as information that qualifies as trade secret under K.S.A. § 60-3320(4) and similar federal laws, the disclosure of which is prohibited or restricted by federal law, state statute or rule of the Kansas supreme court). Accordingly, we request that your office maintain the confidentiality of Via's response and provide Via with timely notice of any third party's request for these materials prior to production by contacting compliance@ridewithvia.com.

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Subject: Request for Proposals Microtransit System
To: Topeka Metropolitan Transit Authority
Attn: Richard Appelhanz

We are pleased to present Via Mobility, LLC's response to Topeka Metropolitan Transit Authority (Metro) RFP for Microtransit System (#RFP TM-22-01). Via Mobility, LLC is a wholly owned subsidiary of Via Transportation, Inc. From here forward, we refer to the applying entity as "Via," reflecting the highly-integrated nature of the Via Group.

We are excited about the potential opportunity to partner with Metro to successfully deploy a new microtransit service. Although this RFP is initially for a microtransit solution it is clear that Metro has a larger integrated mobility vision to include the commingling microtransit and paratransit services. As a result, we see this project as an opportunity to create an integrated "family of services" approach for Metro which fosters an inclusive and sustainable experience for Metro residents.

Via is the world's leading provider of public mobility solutions, including integrated microtransit and paratransit. We partner with transit agencies across the globe, harnessing the power of data to optimize an agency's operations and provide a world class rider experience. For each deployment, we configure our system to serve our partner's direct goals while bringing our global expertise to bear on their local challenges.

In the following submission, we describe the ways our software meets and exceeds the RFP requirements for Metro's on-demand technology. We provide a brief description of Via's experience, introduce our software, list references, and provide an overview of our service planning capabilities. We look forward to participating in this process and welcome any future opportunities to discuss.

Sincerely,

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8.2 Understanding Scope and Specifications

The world of public transit is becoming increasingly dynamic and shaped by rider-focused forces. These forces include on demand expectations, inclusivity, service personalization, customer transformation, and collaborative services delivery. As a result, transit agencies who adopt this rider-first mindset are best prepared to adapt to a quickly transforming industry. Metro is seeking a partner to support an on-demand microtransit service, which can also have a future potential to comingle with paratransit services in the future.

Our work at Via is driven by this vision as well. Our response not only provides a proven microtransit solution, but a long-term vision for a commingled, unified suite of transit services for Metro residents. While we understand the initial focus on a successful Microtransit deployment, we think it is equally important for Metro to evaluate based on the full vision.

We have a clear understanding of this project and the goals that have been set forth by Metro.

1. Provide high operational efficiency of microtransit on-demand service by optimizing existing fleet and labor capabilities.

   Via Response: Via-powered services consistently outperform other microtransit providers.[1] For example, In Medicine Hat, Canada, a microtransit provider achieved a utilization of 3 riders per vehicle hour. Via powers comparable services in cities like Sault Ste. Marie and North Bay, where our utilization regularly reaches 12 passengers per vehicle hour, **resulting in a 65% lower cost per ride.** A microtransit software company estimated they could deliver 200-290 rides per day for Suburban Mobility Authority Regional Transportation (SMART) near Detroit. SMART subsequently selected Via to operate the service using our software, and the actual daily ridership now **surpasses our competitors' projections by over 100%.** Please see a description of our optimization and platform configurability in **Section 8.2.2** and **8.3.3**.

2. Provide functional and user-friendly dispatching and administrative support modules.

   Via Response: Our system includes the Via Operations Module (VOC), a highly automated service management module comprising several integrated tools for operating and managing service and a set of searchable and filterable databases automatically used in routing algorithm decisions. Our solution was created and continues to be improved based on our own experiences operating microtransit in various locations. Please see **Section 8.2.5** for more details.

3. Obtain a scalable, nimble, flexible SaaS product that can adapt to rapidly evolving service and demand criteria (i.e., disaster situations such as pandemics and natural disasters).

   Via Response: Via configures our platform to meet the existing needs of each of our partners, while maintaining the flexibility to adapt to evolving service goals and / or requirements over time. Following the outbreak of COVID-19, we worked with dozens of our

[1] Based on publicly-available information from the National Transit Database and competitor websites

partners to adapt their transportation systems in response to the pandemic, re-launching many services within days or weeks. These included changes to our key rider groups, service zones, and service models. One example of a COVID-related adaptation is our service in the Tri-Cities in Eastern Washington with Ben Franklin Transit (BFT). Following the outbreak in COVID-19, we accelerated an already-planned launch to provide transportation to and from essential services, including urgent care clinics, grocery stores, and pharmacies. Our operational and technical adjustments included:

- In order to complement existing fixed-route services already suffering from COVID-related reductions, we temporarily offered free on-demand trips to riders.
- We also made operational adjustments to address social distancing protocols, offering only private rides and ensuring two rows of seats between riders and drivers.
- We also implemented strict cleaning processes.

We were able to complete this accelerated launch and re-configuration of service in only one week, quickly realigning with BFT's changing priorities.

4. Avoid further pressure on overburdened operations staff responsible for overseeing existing demand trip reservations, labor assignments, and fleet operations.

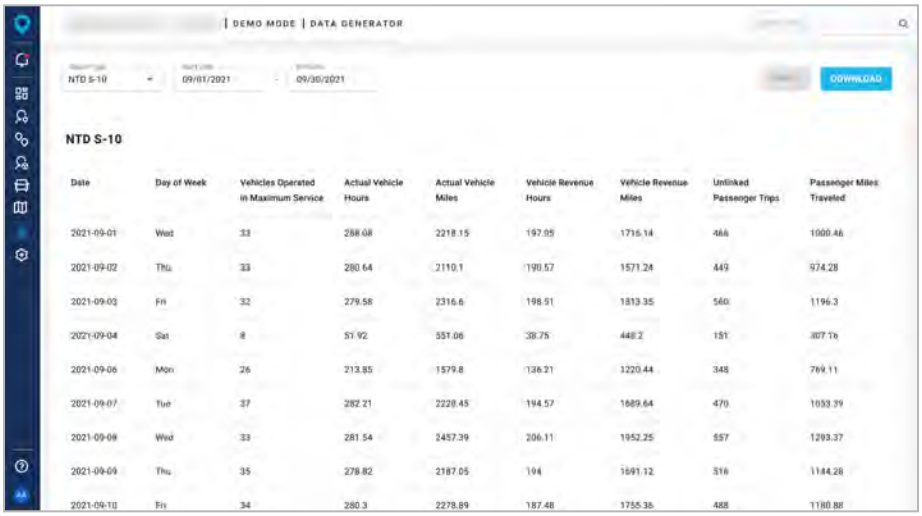
   Via Response: Having operated transit services ourselves we understand the pressures and burden on staff, especially in light of the COVID-19 pandemic. That very reason is why we have developed a dynamic and fully automated microtransit solution. First, riders are encouraged and have full control to self-serve via the branded app which helps relieve the call center. At Mountain Climber in Flathead, Montana approximately 50% of their riders book, cancel, and manage their trip via the app. Second, all trips are dynamically scheduled to available drivers without human intervention (unless it's needed) based on the established operational rules and available fleet. Thirdly, a rolling optimization occurs to dynamically reassign any trips that may be in jeopardy of missing a committed time window.

5. Produce both ad-hoc and standard reports that are useful, insightful, effectively inform staff to make planning decisions, and meet federal and state reporting requirements.

   Via Response: As you will read about more in **Section 8.2.6**, Via offers a variety of reporting options for Metro that focus in three main areas: Rider Experience, Operations, Service Analysis (Planning), and Regulatory Reporting. It's also important to note that the data belongs to you and Via will provide access to this data multiple ways including:

   1. Graph-based views: Service data automatically provided in graph-based reports to easily discern what is happening in Metro's service.
   2. Data Generator: Tabular reports (e.g. NTD) and the ability for Metro to consolidate service data into filterable and exportable tables.
   3. Data Lake: We are happy to discuss providing our data through our Amazon Web Services (AWS) S3 buckets for the most efficient processing or via API to the complete set of disaggregated data from the service using a VPC database share

connection to Snowflake, our analytical data warehouse. This will allow Metro to incorporate data into other business intelligence tools or planning tools that Metro may use.



6. Enhance the passenger experience by allowing for app-based/mobile trip booking, fare payment, and real time vehicle tracking.

   Via Response: Providing an intuitive, enjoyable, and seamless rider experience is at the core of both Via's mission and product. We understand that in order to retain riders, our partners must provide a consistently outstanding journey experience for those using their service. When a transit network is seamlessly integrated, customers enjoy a dramatically improved user experience, while cities are able to ease the overall strain on their system. Features such as the ability to seamlessly integrate with existing legacy payment systems, and plan and book multimodal trips — all of which we have deployed with many partners worldwide and would be happy to scope in discussion with Metro — are crucial to ensuring an exceptional user experience.

7. Obtain a SaaS product that works in conjunction with CAD/AVL real-time applications and systems that Metro is currently using so that:

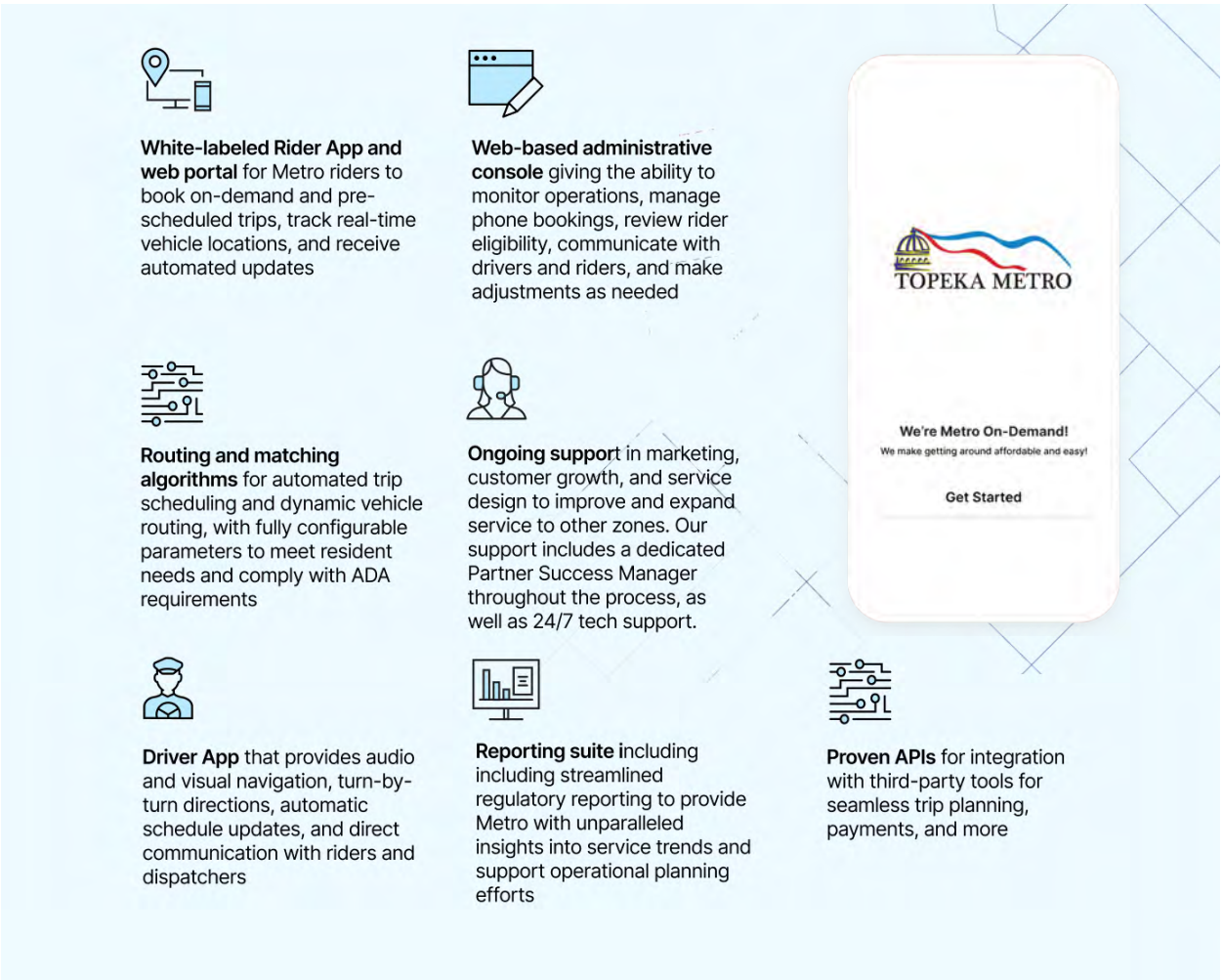
   Via Response: Via's cloud-based system is compatible with iOS or Android devices, and utilizes the GPS signals that are sent from the driver mobile devices to provide CAD / AVL functionality. Please see **Section 8.2.2.E Integrations** for more detail.

8. A technology solution that can dispatch and coordinate both fixed route, as well as paratransit and microtransit services:

   Via Response: Via's vision is to be the digital infrastructure for all aspects of public mobility, including fixed route, paratransit, and microtransit services. We are well equipped to support Metro's immediate goals for microtransit. When Metro is ready to discuss operating paratransit, demand response, and fixed route on one integrated platform, we would be happy to scope how Via can support this vision. We have a successful track

record of supporting transit agencies in this way. High Valley Transit in Summit County, Utah is one such example, where we operate fixed route, microtransit, and paratransit all on the Via platform.

Based on our understanding of the goals listed above and the specifications outlined in this RFP, below is a high level overview of the proposed solution for Metro. Metro will receive:



8.2.1 Specifications

#	Specification	Required Y/N
General		
1	The software should be an internet browser/cloud-based SaaS with a minimum of 18 user accounts and compatible with widely available browsers, such as Google Chrome and/or Mozilla Firefox.	✔ *8.2.2.A*
2	The software shall be built on an open API for integration into other CAD/AVL and ITS products and services.	✔ *8.2.2.E*
3	The software shall have functions for the co-mingling of multiple on demand service modes and passenger categories, including microtransit, ADA paratransit, and dial-a-ride. At this time Metro will only be using Microtransit but wants compatibility moving forward.	✔ *8.2.2.C*
4	The software shall offer scalability of service, with the ability to modify existing zones and create new zones within and outside of the Metro service area. These functions must be available to the agency within the software.	✔ *8.2.6 (Map Editor) 8.3.3.C*
5	The products shall include a dispatching function and mobile applications for vehicle operators and customers.	✔ *8.2.3 & 8.2.4*
6	The software shall provide service performance reporting, such as ridership, schedule adherence/on-time performance, scheduling data, and other standard reports. Performance dashboards shall be easily accessible for all key performance indicators. The reports shall be exportable to an editable file format such as a comma separated value tables or Microsoft Excel. The system reports must have the ability to differentiate all service characteristics and performance by general on-demand and ADA paratransit passenger trip data.	✔ *8.2.6 (Service KPI Reports)*
7	The software shall provide a reporting system that meet National Transit Database (NTD) Federal Transit Administration (FTA) requirements of similar paratransit and on-demand services, despite whether FTA currently has Microtransit requirements. The reports shall be exportable to an interactive file format such as comma separated value tables or Microsoft Excel. The system will differentiate general on-demand, ADA paratransit passenger, ambulatory and other passenger, and all modes beyond fixed route trip data as needed. Provide an example of reports you've produced in the past for other projects.	✔ *8.2.6 (Regulatory Reports)*
8	The reporting system must allow user friendly ad-hoc reporting and query generation without the need for a programming specialist.	✔ *8.2.6*
9	The vendor shall provide user and technical support via a regular support line during published support hours, and after-hours support in the event of an emergency. Any cost associated with technical support, must be included in the cost proposal.	✔ *8.3.4.C*
10	The branding and design elements of the platform shall be customizable to allow the Metro to incorporate unique marketing and branding characteristics into the customer mobile application.	✔ *8.2.3*

11	To ensure the success of the new mode of service, the vendor shall provide customer product training and advertising and marketing best practices to assist the Metro in the promotion of the new service mode.	✔ *8.3.5*
12	The software shall allow Metro administrators to modify or limit maximum vehicle passenger loads, as well as modify other load details like boarding order based on mobility devices and coordinate drop-off based on such ordering (dictated by vehicle)	✔ *(modify) 8.2.3 Group Size Selector*
13	The software shall include fare collection and monitoring systems, taking into consideration unbanked passengers and passengers without smart devices. This may include mobile ticketing or smart card fare payment options. Considerations shall also be made for tiered fares, including fares by zone and/or distance traveled.	✔ *8.2.3*
14	The selected vendor shall migrate existing passenger information databases into the selected software and integrate all existing data fields for current and future customers	✔ *8.3.4.B*
15	This system shall provide necessary hardware for placement in vehicles as well as necessary tools, mounting accessories or other equipment necessary for ongoing operation as well as common repairs or replacement parts.	✔ *8.2.2.A*
Customer Management		
1	The software shall allow manual entry of information into customer profiles by agency staff. When entering data, the system shall alert the user if there is an existing customer account entry under the same name or address.	✔ *8.2.3*
2	The software shall allow entry of relevant customer health information, including (but not limited to) the use of disability aid tools such as mobility devices, service animals, personal care assistants, and/or oxygen tanks. The software shall allow entry of the name, address, phone number, special notes, and other contact information of caregivers for paratransit customers, when applicable. All personal passenger information shall be secured via password protection or user account credentials on the administrative back end of the software.	✔ *8.2.3*
3	The software shall allow the agency to create and modify accounts on behalf of customers.	✔ *8.2.3*
4	The software shall allow entry of all paratransit passenger eligibility criteria, including but not limited to, date of application, application approval date, customer ID, and expiration date defining when the client is authorized to begin receiving paratransit service.	✔ *8.2.3 (Rider Registration)*
5	The software will generate a paratransit eligibility report showing all new applicants, recertifications, and appeals. The report must show the name, ID number, date of original or recertification application, application decision date, type of eligibility (full, conditional, temporary, denied), conditions for riding, fare type, expiration date, and appeal information, if applicable.	
6	The software shall allow entry of dispatcher notes and comments for each passenger and their unique circumstances, such as additional time needed for loading and unloading, special fare collection, size of mobility aid, etc.	✔ *8.2.3*
7	The software shall permit the Metro to suspend or ban passengers from using microtransit services, as needed.	✔

		8.2.5 (Databases)
Trip Booking & Scheduling		
1	The software shall support booking both subscription/recurring and pre-scheduled demand response trips. Trips may be booked up to seven (7) days in advance, but no less than sixty (60) minutes in advance. Paratransit rides must be booked by 5:00 p.m. the day prior to providing service.	✔ *8.2.3*
2	The software shall store multiple address entries for frequently used destinations to allow dispatchers to quickly complete manual trip bookings. Once a passenger has traveled to or from a destination, it shall be maintained as a frequently used destination in their file.	✔ *8.2.3*
3	The software shall allow trips to be booked only within predetermined scheduling windows, dependent on service area and service hours.	✔ *8.2.3*
4	The software shall allow trips to be scheduled by desired arrival or departure times. This feature shall be available to both customers and dispatchers. A minimum travel time of 20 minutes shall be assumed.	✔ *8.2.3*
5	The software shall allow customers to book reservations free of agency intervention. Customers shall have the option of completing reservations through a mobile application, interactive voice response (IVR) system, or online portal.	✔ *(modify) 8.2.3 (Rider Communications)*
6	Paratransit customers shall be protected from denials and have safeguards in place for guaranteeing a return trip.	✔ *8.2.2.C*
7	The software shall be capable of continuous routing and itinerary optimization to improve operational efficiency.	✔ *8.2.2.B*
8	The software shall allow dispatchers to manually submit, modify, and cancel reservations as needed.	✔ *8.2.5*
9	The system shall indicate all relevant client information such as client name, locations, mobility aids, gender, and fare type along with any relevant client-linked notes for each reservation. This information shall be available in the administrative dispatching software in addition to the vehicle operator interface (at the time of passenger boarding).	✔ *8.2.4 & 8.2.5*
10	The software must automatically process and schedule on-demand reservations within 15 seconds of request submission.	✔ *8.2.3*
11	The software shall allow dispatchers to select from multiple boarding and alighting options, including to/from curb, to/from door, to/from virtual bus stop, and any combination of the aforementioned.	✔ *8.2.2.B & 8.2.3*
12	The selected Offeror shall make considerations for this circumstance so that the software may maintain a connection between the dispatch interface and vehicle mobile data unit when the vehicle enters an area with poor cellular connectivity.	✔ *8.2.4*
13	The software shall enable third party customer advocates, such as family members, social workers, or personal care assistants, to make trip reservations for the passenger.	✔

		8.2.3 & 8.2.5 (Booking Module)
Dispatching Interface		
1	The software shall have a map-based user interface (using either Google Maps or Bing Maps) and shall display real-time vehicle location, vehicle number, vehicle speed, vehicle bearing, vehicle passenger load, schedule adherence, driver status, and vehicle status for staff viewing only.	✔ *(Modify) 8.2.5 (The Hub)*
2	The software shall allow for communication between the dispatcher and vehicle operator through the mobile data unit. The software shall allow the dispatcher to send custom messages to vehicle operators. Metro must be able to populate and edit a list of predetermined or “canned” question and response options for both dispatchers and vehicle operators.	✔ *(Modify) 8.2.5 (The Hub)*
3	The software shall include a searchable historical event log database. The database should include (but not be limited to) date and time, vehicle location, vehicle speed, passenger load, operator name, service/route name, and vehicle number. The database shall be exportable to an interactive format such as comma separated value tables or Microsoft Excel.	✔ *8.2.5 (Database, Driver Profile)*
4	The software shall provide replay controls to view the entire sequence of reported events and locations for a given time period. Individual vehicle history reports must be available to Metro staff for a minimum of 365 days after revenue service is provided.	✔ *(Database, Ride Profile)*
5	The software shall enable automatically generated operator itineraries for each service day, taking into consideration all recurring trip reservations and pre-scheduled reservations. The system shall optimize for least distance and travel time, based on the street network segment parameters stored in the system, and prioritize ADA paratransit certified passengers over riders of the general public. Trips to or from the same location should be grouped together when possible, rather than placing on separate vehicles simply to provide work to operators.	✔ *8.2.5 (Ride Plan)*
6	The software shall allow for specific vehicle assignments by service zone and accessibility need. Vehicles shall perform passenger boardings and alightings only within the designated service zone and not in alternate service zones. The software shall allow dispatchers to manually override this setting as circumstances dictate.	✔ *8.2.5 (Ride Plan, Book Module)*
7	The software shall allow for time buffers between passenger boardings, allowing for additional boarding time for customers with special needs which may cause an extended boarding process, such as the use of a mobility device or service animal.	✔ *8.2.5 (Ride Plan)*
Vehicle Operator Interface		
1	The operator application shall display turn-by-turn directions with street names and mileage until next movement while the operator is enroute to a passenger boarding location and while a trip is in progress. The operator application shall alert the operator when off task or off route.	✔ *8.2.4*
2	If the software adds a passenger trip while a trip is in progress, the driving directions will automatically update with minimal input from the operator.	✔ *8.2.4*

3	The operator application shall display a map showing the current location of the vehicle alongside routing directions to boarding and alighting locations.	✔ *8.2.4*
4	The operator application will provide all relevant passenger information, (including but not limited to) passenger name, origin, destination, relevant dispatch notes, mobility aids, and fare type.	✔ *8.2.4*
5	The operator shall not be able to interface with the application while the vehicle is in motion.	**No -** *safety concern 8.2.4*
Customer Interface		
1	The customer application shall be available for download from the Google Play Store and Apple App Store. The application shall be compatible for all Android and Apple devices. The app shall be available at no cost to the user.	✔ *8.2.3*
2	The application shall allow customers to create and modify account details and store personal and payment information free of agency intervention.	✔ *8.2.3*
3	The application must detect the customer's current location upon login.	✔ *8.2.3*
4	Customers must be able to select boarding and alighting locations by either entering a street address into a search bar, searching for a Point of Interest, directly selecting locations displayed on a map, placing a pin on a map, or by using the customer's current location. Information should not be case-sensitive.	✔ *8.2.3*
5	The customer application shall display a map showing the current location of the requested vehicle, estimated time of arrival for pick up, and descriptive information about the vehicle such as vehicle number and vehicle make or model prior to the passenger boarding. While a trip is in progress, the customer application shall display estimated time of arrival to the destination and current vehicle location. Only the first name should be provided to the passenger.	✔ *8.2.3*
6	Once a trip is scheduled, the customer application shall provide step-by-step travel instructions for customers, including walking directions to/from the boarding and alighting locations.	✔ *8.2.3 Rider Communications)*
7	If enabled by the customer, the application shall send messages to the customer's mobile device as certain thresholds are met, including the day before a scheduled trip, an hour before a scheduled trip, and as the on-demand vehicle approaches the boarding location, including (but not limited to) push notifications, SMS text messages, e-mails, and IVR telephone calls.	
8	The customer application shall allow customers to book reservations by desired arrival or departure times.	✔ *8.2.3*
9	The customer application shall prevent customers from booking trips that do not meet predetermined service criteria, including trips booked outside of a service area or span of service, or trips that do not meet minimum distance requirements.	✔ *8.2.3*
10	When making reservations, ADA and general public customers shall have the ability to indicate the use of various aid tools, such as mobility devices and service animals.	✔ *8.2.3*
11	The customer application shall comply with all prevailing ADA accessibility guidelines.	✔ *8.2.3*

12	The customer application shall be translatable into multiple languages.	✔ *8.2.3*
14	Service provided on the behalf of similarly sized public transit agencies. Include the name, period of contract, annual revenue and non-revenue miles and hours for the most recent fiscal year, and number of passengers transported for the most recent fiscal year. Include a minimum of three reference agencies of similar services.	✔ *8.3.1 & 8.3.6*
15	Employee recruitment, training, and retention in a manner consistent with the safety and customer service standards of the Metro.	✔ *8.3.5*
17	Furnishing of all necessary equipment and hardware, including vehicle onboard technology, fare collection, and ADA accessibility mechanisms. Proposals should include a minimum of three on demand vehicles to supply the service, with the addition of more vehicles as the on-demand service is expanded.	✔ *8.2.2*
18	Capacity and ability to maintain stated equipment, including schedule of maintenance describing the specific work activities required to sustain dependable and safe vehicle operation.	✔ *8.2.5 (Databases)*
19	Furnishing of written personnel policies and procedures, to include the proposer's Drug and Alcohol Policy and general Personnel Rules and Regulations.	✔
20	Offerors that are unable to furnish contracted service operations to the Metro will not be penalized in the proposal evaluation stage of the selection process.	✔

8.2.2 Introduction to Via Software

A) Overview of Via Platform

The Via Platform is a cloud-based SaaS platform which delivers automated microtransit systems, along with seamless user experiences for riders, drivers, and administrators. Our platform leverages cutting-edge technologies like Kubernetes and serverless infrastructure which allows us to auto-scale and handle unlimited user accounts. Via's industry-leading routing and ride assignment algorithms analyze all trip requests, assign riders to the best-suited vehicle, and group passengers headed in the same direction into efficient shared rides.

Our algorithms form the core of our software solution, continuously optimizing pickups, drop-offs, and routing while dynamically updating riders, drivers, and administrators with real-time information. Our technology optimally matches vehicles with ride requests, and dynamically updates routes in response to real-time demand and traffic conditions. We continuously test, refine, and improve our product with actual riders, drivers, and administrators, developing an on-demand transportation solution that is far more intuitive, convenient, reliable, and mature than any competing technology.

1 Fleet routing and optimization algorithms.

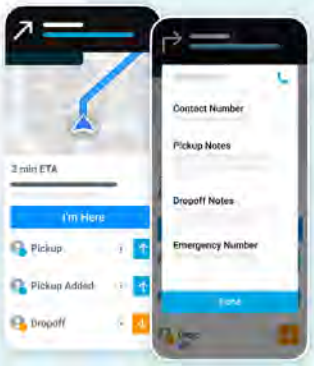
Via's industry-leading routing and ride assignment algorithms analyze all trip requests, assign riders to vehicles, and group passengers traveling in the same direction into shared rides. Our technology dynamically updates routes in response to real-time demand and traffic conditions.

2 Rider App and web booking portal.

Via's Rider App — a mobile application available for free download on iOS and Android devices — allows customers to book pre-scheduled, on-demand, and multimodal trips, track their vehicles, pay for rides, and troubleshoot any issues. Riders without smartphones can book through a web portal, or by calling a customer service agent over the phone.

3 Driver App.

Via's Driver App provides clear visual navigation as well as spoken instructions to guide drivers from stop to stop. Drivers use the app to communicate with system administrators, dispatchers, and customers, while the app transmits live ride data back to the Via system.



4 Via Operations Center and dispatch interface.

The Via Operations Center (VOC) is a web-based interface where administrators can monitor live operations, manage user accounts, and communicate with customers and drivers. The VOC performs a variety of functions, including checking trip details, adjusting account information, accessing operational data, and more.

5 Data analytics and reporting.

Via leverages sophisticated analytics and data visualizations tools to share operational data with our partners. This interface contains a range of data reports that can be queried and filtered for specific insights, or treated as ongoing dashboards to monitor service performance.

6 Software support and maintenance.

Via partners benefit from regular system upgrades designed to improve all of our global services. Our servers and cloud services are monitored continuously, and a technical support team is on-call 24 hours a day to immediately address issues.

B) Routing and Matching Algorithms

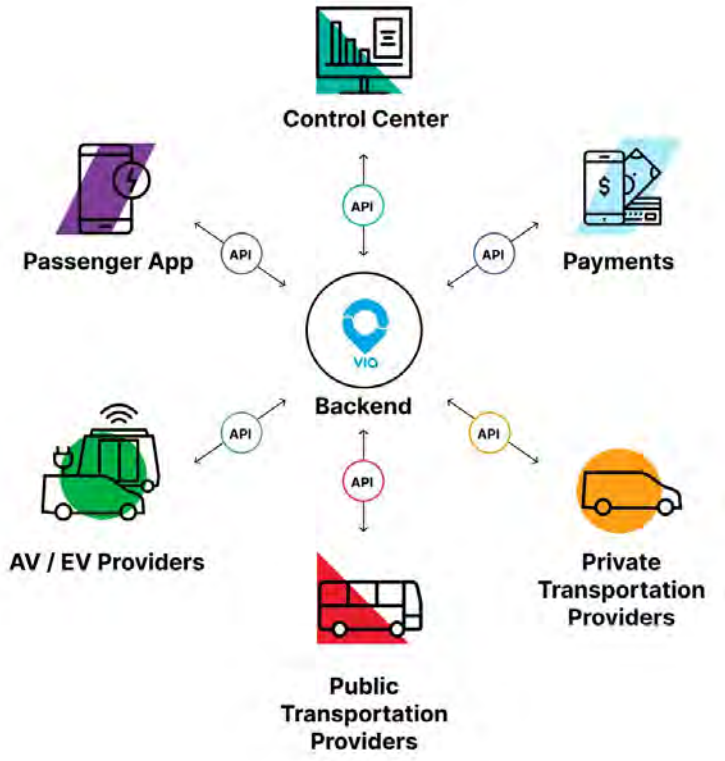
Via's **routing and matching algorithms** automate the scheduling and dispatch process to ensure each rider is taken on an efficient route from origin to destination, and those headed in the same direction will share their rides. Via aggregates riders in real time, so new trips may be added along the way, but no one will ever be taken on a detour of more than a few minutes.

- **Walking directions** to their pickup corner.
- **Vehicle information** including license plate, driver name, driver photo, and vehicle ID number.
- **Total cost of trip**, based on Metro's fare policy.

E) Integration

Via has integrated our platform with dozens of different transit technology systems globally through our proven, production-grade APIs. With the largest dedicated development team of any transit technology provider, Via has the capacity to deliver robust integrations in a short period of time and can address even the most complex integration requirements and architectures. Via's cloud-based system is compatible with iOS or Android devices, and utilizes the GPS signals that are sent from the driver mobile devices to provide CAD / AVL functionality. As a result, our solution is lower-cost and simpler than a traditional CAD / AVL system. However, if our solution does not meet certain CAD / AVL and ITS product and services requirements necessary for Metro's service, we would be happy to scope an integration following the process described below.

Please find a diagram demonstrating our microservices-based architecture, where each system module is linked to one another by its own internal REST-based API. Some of these services include REST APIs that are open to use by external third-party systems according to mutually-agreed terms.



In addition, Via can incorporate third party functionality (e.g., new payment methods, additional transit offerings) within the Via system by integrating with third-party APIs, for which we would

utilize either available documentation or direct interaction with the third party for solution co-definition. We can accommodate any standard industry practice (e.g. REST API, Webhooks, etc) and data formats (e.g. JSON, XML, CSV, etc).

8.2.3 Customer Facing Functionality

Through deploying hundreds of demand response transit services worldwide, we have found that an exceptional Rider App is critical to a successful service. On-demand transit succeeds when there is continuous rider growth, and poor app performance — whether through a poor User Interface (UI) or unreliable booking process — dissuades riders from sticking with a service, or even booking their very first trip. In addition, introducing a quality mobile app can transform the paratransit rider experience — providing a convenient option for booking and tracking rides, and contacting support in real time. **Via's Rider App has been downloaded over a million times, consistently receives glowing reviews, and is the only mobile booking app that has consistently demonstrated an exceptional user experience leading to rider growth for public transit providers around the world.** Our Rider App comes in multiple languages such as English and Spanish, and can be downloaded for free from the Google Play or Apple App Store on the latest version of Android and iOS devices.

On the following pages, we describe the Via experience from a rider's perspective. The Via Platform supports multiple booking modes — riders can book through the app, through our Web Booking Portal (with the same look and flow as our app), or over the phone with a customer support reservationist.

Via also offers our partners the most advanced transportation planning, design, and scheduling software through Remix, which hundreds of cities and transit authorities use to design, plan, optimize, and analyze multimodal transportation systems. We have deployed transit solutions in partnership with over 600 cities and transit agencies, including Metro, in nearly 50 countries around the world, as shown in the map below. In addition to Remix Transit and Remix Scheduling, for more details on how our other Remix suites and service planning simulation tool can inform our microtransit service with Metro, please see **Section 8.3.3**.

8.3.2 The Via Advantage for Metro

Via has earned a reputation for partner success by delivering outstanding project results, every time.

We recognize that implementing new technology systems can be challenging for cities and transit providers, and that Metro has a choice when it comes to transit technology providers. Some offer lower fees than Via. Going that route may look less expensive, but there are hidden risks: inferior technology and expertise leading to poor experiences for riders, drivers, and dispatchers, ultimately resulting in unsuccessful services.

Via approaches partnerships differently. Our mission is not just to meet our partners' goals. It's to exceed them. So we recruit the most talented software engineers, highly-trained transit planners, and skillful partner success experts. We directly deliver turnkey microtransit services using our own software, leveraging direct operational experience to continuously improve our technology for accessible and reliable transit service.

Via will provide Metro with more dollar-for-dollar impact than other providers. With Via as its partner, Metro will:

- **Delight riders:** Riders will love Metro's services because Via makes public transit the most convenient, accessible, and reliable transportation option. Our services **reduce wait times by an average of 36% compared to other microtransit providers.**

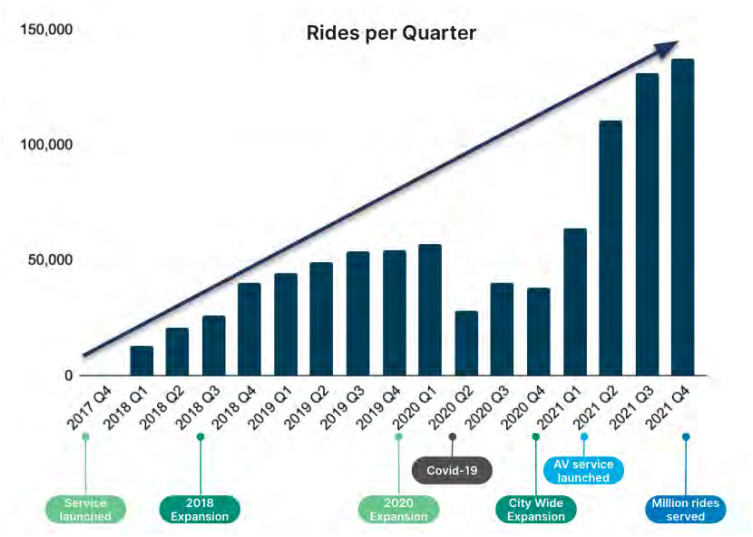
- **Grow ridership:** Delighted riders become regular customers, meaning that we will drive both immediate and long-term ridership growth for Metro's services. On average, **Via increases ridership 289%** when replacing or extending fixed-route bus service.

- **Reduce costs:** Even as Metro's services grow, we will reduce operating costs by automating service management and driving high vehicle utilization, resulting in better service using fewer vehicles, fewer miles traveled, and fewer dollars. **We reduce costs by an average of 24%** when replacing or extending fixed-route service.

- **Increase equity and accessibility:** By prioritizing deploying effective on-demand microtransit in areas with limited public transit service, we increase access to opportunity for all. **In the communities we serve, we have increased the number of jobs accessible by public transit by 46%.**

Only Via has a demonstrated record of successfully deploying and scaling solutions of this complexity and breadth, and supporting partners across the entire lifecycle of service delivery. Specifically, the following attributes set Via apart from other providers:

- **We are the only on-demand dispatch software provider with experience growing pilots into full-scale transit services at a sustainable cost.** Informed by measurable achievements like increased ridership and reduced cost per trip over time, Via partners typically expand their services through fleet size increases, service zone expansions, and contract renewals. For example, since launching an on-demand service pilot in the City of Arlington, TX (a city with no formal public transportation network prior to Via) in 2018, we have grown the service by ten times to deliver over one million total rides as of February 2022. This has driven a steady decrease in per-trip costs, and ongoing reduction in citywide vehicle miles traveled (VMT) as more riders take shared trips over single-occupancy vehicles (SOVs). What began as a pilot covering less than one quarter of the City's area has grown to become a citywide service with nearly 70 vehicles.



- **Via invests in community outreach and marketing to ensure our transit services grow.** We understand that many passengers fear that if they don't have a smartphone, don't have a bank account, or live with a disability, public on-demand services will not serve them. Our in-house Marketing and Community Engagement teams will advise and support Metro's development and implementation of an inclusive marketing strategy and community-based rider outreach plan.

- **On-demand transit advertising capabilities** to generate additional revenue through our proprietary advertising service, Via Media Solutions (VMS). Several of our partners with fleet sizes comparable to Metro's proposed service have recovered 50% of the cost of our software from this revenue stream alone.

As a result, it's no accident that Via-powered services **consistently outperform other microtransit providers.**[3]

	Via	RIDECO	spare
Rides Delivered to Date	100M+	<1M	1M+
Global Partnerships	500+	50+	85
Countries with an Active Presence	40	3	9
Engineers / Developers	500+	<54	<50
Year Founded	2012	2015	2015

Through a partnership with Via, we believe that Metro's success is a foregone conclusion. We will deliver results by providing the world's most advanced microtransit platform, and an unsurpassed suite of services, tools, and expertise. Your microtransit services are a major investment. Via will ensure you maximize the benefits for your district and the riders who depend on you every day.

8.3.3 Service Planning

Via has unparalleled experience designing, launching, and expanding on-demand microtransit and paratransit services. By providing software and turnkey on-demand services to hundreds of partners globally, Via has access to data from comparable deployments to Metro's that will inform our service design assumptions and process. Additionally Via's service design team will leverage our best-in-class simulation engine, developed by Via's world-class algorithm experts and used to simulate and optimize at-scale services across all Via markets. In 2021 alone, our tools simulated more than 11,000 scenarios for hundreds of existing and future microtransit services helping us refine the software to be as accurate as possible for all service types.

[3] Based on publicly-available information from the National Transit Database and competitor websites

A) Overview

Via has a proven on-demand service planning methodology, which we have successfully applied with Via to Transit, as well as a diverse range of partners and transit use cases globally. Below is our methodology that we have followed to create an accurate and viable service design for Metro's envisioned services:

1. **Objective Setting.** Before beginning the service design process, Via identified the specific goals (e.g., optimize for quality of service) for each sub service to ensure that we design a service that is optimized for Metro's priorities and goals.
2. **Input Gathering.** Critical to accurate simulations and service design are demand estimations. To ensure consistent and accurate results, Via followed an extensive process to estimate demand in each zone relying on the knowledge we have gained from operating Via to Transit and external data such as demographic or geographic data. To help further tailor our demand estimations for each microtransit zone, Via gathered additional demographic data and service data for each service zone including:

External Factors	Adjustable Levers
• Travel patterns and use cases • Existing transit network and alternative modes of travel (e.g., availability of buses, taxis, and transit hub locations) • Demographics (e.g., income, access to vehicles, mobility characteristics, and rider's mode choice) • Pedestrian infrastructure • Parking availability and congestion levels	• Fare structure • Technical capabilities to drive ridership and engagement (e.g., app capabilities such as subscription offers, referral campaigns, targeted rider communications, etc.) • Marketing budget and effectiveness • Service Use Cases (Point to Point vs Point to Hub)

With these data points and inputs from Via's current service, we built a complex demand estimation model for each zone to develop tailored demand estimates based on their unique configuration and makeup.

3. **Simulations.** Leveraging these demand estimations, we then simulated each service zone to predict how it will perform as a real deployment. Using our in-house simulation platform, we tested our algorithm's performance under different demand levels, travel patterns, fleet sizes, and even traffic conditions, painting a clear picture of how our system would perform and to help understand the service limits.
4. **Compile and Iterate Results.** During the simulation phase, our algorithms generate granular data across hundreds of KPIs. To help make the results digestible however, the service design team packaged the results into a simplified format to ensure that the results are as actionable as possible for the Metro project team. Following this

Routing.

- Stops configuration, such as corner-to-corner or curb-to-curb
- Virtual Bus Stop locations
- Street closures, both temporary and permanent

Rider app.

- Branding with SANDAG's logo and color scheme
- In-app messaging
- Payment options, including credit/debit cards, stored value cards, and transit cards

Pricing.

Via's fares can vary by:

- Time of day
- Pickup/dropoff location
- Ride distance
- Rider type, such as reduced prices for seniors or students
- Number of riders

Service Characteristics.

- Service zone
- Operating hours/days
- Fleet size
- Vehicle type
- Vehicle seat capacity

Operations.

- Maximum wait time
- Maximum walk distance
- Detour allowance for picking up new customers

Accessibility.

- Inclusion of wheelchair-accessible vehicles
- Service adjustments for riders with mobility limitations

8.3.4 Project Team and Ongoing Support

A) Firm Structure & Organization

Via is headquartered in New York City and maintains 10 offices around the globe, including offices in San Francisco, Washington D.C., Chicago, Tel Aviv, and Sofia, Bulgaria. To support our growth and global operations, Via employs 1,007 professionals worldwide. Via's global team is structured within two core segments:

- **Business**, with over 500 employees focused on operations, growth, transit planning, expansion, business development, and partner success

Case Study COTA

COTA Plus

Replaced several fixed-route bus lines due to pandemic-related drop in ridership

Partner:	Location:	Launch:	Use case:
Central Ohio Transit Authority (COTA)	Grove City, OH	July, 2019	On-Demand, first-and-last mile

Service Stats:

Ridership

4X

Increase in Ridership from Dec 2019 to Dec 2020

Service Coverage

13X

Increase in square miles

Fixed-Route Connections

83%

Of fixed lines connect to the COTA Plus service

Project Summary.

Via evaluated COTA's current and planned fixed-route service reductions, and provided service design recommendations to the Agency. Then, Via and COTA launched COTA Plus, a demand-response service in Grove City, a suburban community outside of Columbus which has been experiencing rapid growth and increased need for connections with the existing fixed-transit system. All rides start and end at bus stops in the coverage zones, fostering fixed-route connections. The buses are driven by union operators.

Service Outcomes.

The 3-bus pilot was hugely successful. Via has worked with COTA to meet the rapidly increasing demand and expand the service through 2020 to 13 vans in new service zones across the region.

Case Study

ORT On Demand

Provides fixed-route connections for residents who live within 3/4ths of a mile bus stop

Partner:	Location:	Launch:	Use case:
Ozark Regional Transit Authority (ORT)	Springdale, AK	February 2022	Fixed-route extension, first / last mile connection

Service Stats:

Ridership

4,456

Rides completed in July (72% increase from launch)

Average Rating

4.9

Out of 5

Utilization

2.9

For month of July (81% increase since launch)

Average Wait

17.2

Minutes per Ride

Project Summary.

In February 2022, Via helped launch ORT On-Demand, a 5-vehicle SaaS On-Demand service in Northwest Arkansas across 3 distinct service zones. ORT wanted to complement an existing underperforming fixed-route service and provide first / last mile connections to key destinations. The Agency's long-term goal was to grow ridership across their system and capture rider preferences to optimize long-term service expansion. The service runs from 7 am to 7:30 PM and riders can book through the Rider App, Web App, or by calling in.

Service Outcomes.

In order to launch the new service, Via replaced a legacy provider. Via implemented superior mapping capabilities to facilitate highly-accurate pick-up and drop-off locations. In the first 6 months of the service, Via has iterated on service parameters to optimize the deployment in response to initial user feedback. and provide high-touch localized customer support.

Case Study

WeGo

On-demand microtransit network which increased transit accessibility and efficiency by replacing three underperforming fixed-bus routes

Partner:	Location:	Launch:	Use case:
Hall Area Transit	Gainesville, Georgia	2019	Fixed-route replacement, Accessibility

Service Stats:

Service Coverage
600%
Increase in service area

Cost Efficiency
50%
Decrease in cost per ride

Customer Experience
74%
Decrease in average wait

Fleet Size
200%
Increase

Project Summary.

Via's in-house consultancy conducted an analysis study of Gainesville's transportation system, recommending an on-demand transit service to boost accessibility and convenience. Hall County then selected Via to power a citywide service, replacing three underperforming fixed route bus routes.

Service Outcomes.

Hall Area Transit expanded the service zone to include all of Hall County by July 2021, particularly to expand coverage to more rural areas in the region. As shown in the figures at left, Via has significantly reduced both the wait times and cost per trip of the fixed route lines we replaced.

Case Study

Golden Empire Transit

An integrated solution for microtransit, paratransit, and Non-Emergency Medical Transportation (NEMT).

Partner:
Golden Empire Transit

Location:
Bakersfield, CA

Launch:
December 2020

Use case:
Commingled Microtransit / Paratransit / NEMT

Service Stats:

Ridership
9,000
rides monthly

Pre-booked rides
52%
of completed rides

Average rating
4.8
out of 5

Project Summary.

Via provides GET with an integrated solution for managing its microtransit, paratransit, and NEMT services. Prior to partnering with Via, GET did not offer NEMT, and needed multiple software systems to power its paratransit and microtransit services. Our partnership with GET is ongoing.

Service Outcomes.

With Via, riders now have the ability to book same-day or pre-scheduled paratransit, NEMT, and microtransit trips using one consolidated application. Our technology configures scheduling such that riders from one service can be commingled with others (e.g., aggregating paratransit and microtransit riders into a shared vehicle) which increases vehicle utilization while lowering wait times for riders.

Case Study

Hampton Roads Transit

ADA-compliant paratransit service connecting 3,200+ riders to jobs, health care, and their community

Partner:	Location:		
Hampton Roads Transit	Hampton Roads, VA		

Service Stats:

Trip Duration
44%
decrease, from 45 minutes to 26 minutes

Booking Methods
30%
app adoption (from 0%)

On-Time Performance
95%
improved from 88%

Project Summary.

In February 2020, Via took over operations for HRT's entire paratransit service. HRT had partnered with Trapeze for its paratransit software for 15 years prior to Via assuming responsibility for both the technology and operation of the service. We migrated datasets with over 100,000 different data points from the legacy vendor, performing extensive data validation in the process. Via then deployed intelligent routing algorithms, customized driver and rider Web and Mobile Apps, and a call center to give customers flexibility.

Service Outcomes.

Via was able to immediately provide passengers with reliable and convenient paratransit experience upon converting the service to our software system and operations. Within the first month of service, we exceeded previous on-time performance (OTP) and our IVR technology reduced call volumes by 30%. We are currently finalizing a contract with HRT to provide a turnkey solution for their Microtransit Pilot Program, which will serve Virginia Beach and Newport News.

8.4 Price

Our proposed Software-as-a-Service (SaaS) solution includes two fee categories:

1. **Installation Fee:** This one-time fee covers all technical tasks and start-up activities required to launch a successful microtransit software platform, including app configuration, data migration, integrations, zone mapping, and staff training.
2. **Hourly Support Fee:** After launch, our solution is priced as an all-inclusive hourly per-active vehicle fee, granting ongoing access to Via's cloud-based software. The fee also covers our reporting suite, Amazon Web Services cloud hosting, marketing support, and continuous software upgrades.

We have designed our hourly SaaS fee model to deliver greater value for our public transit partners. Compared to the standard industry practice of charging on a per-vehicle, per-month basis, our hourly pricing model offers several distinct advantages for Metro:

- **Pay only for the hours you use:** Unlike per-month software models, Via will only charge for the precise number of vehicle revenue hours delivered using our microtransit platform. This will help ensure that Metro does not overpay for unused technology, and aligns your technology purchase with your exact service delivery model.

- **Account for service disruptions:** Vehicles are often taken out of service due to unforeseen events - whether it's a vehicle accident or a pandemic-induced service shutdown. Our hourly model ensures that your microtransit technology budget will always be in step with the day-to-day dynamics of service delivery.

- **Drive sustainable growth:** Paying for more service hours represents a positive trend, because more hours reflect growth in microtransit ridership. Our hourly model helps our partners rigorously track and manage the growth of their microtransit services over time, enabling them to better plan their service and network designs.

Via's fee structure is fully flexible, and we welcome further discussion to determine a pricing strategy in line with Metro's goals and needs. For example, we can adjust our fee structure to charge more in upfront costs, and convert to a per vehicle model preferred by Metro. Finally, we would like to note that our pricing includes annual cost increases according to an inflation and innovation index. This 5% annual increase captures both inflation and Via's ongoing investment in product innovation, which ensures we can continue to invest in the long-term growth and sustainability of our service for Metro by incorporating and deploying best-in-class technology in a constantly-evolving industry. The inflation and innovation index covers the research and testing needed to provide a solution that is as cutting-edge in the last year of a contract as in the first, and allows us to continue to provide all upgrades and new functionalities at no additional cost.

8.6 Subcontractors and DBE Participation

Via Mobility, LLC
(a wholly owned subsidiary of Via Transportation, Inc.)
10 Crosby Street, Floor 2
New York, NY 10013

Subject: Request for Proposals Microtransit System - DBE Good Faith Effort Documentation
To: Topeka Metropolitan Transit Authority

Via is committed to achieving Topeka Metro's diversity goals as outlined in the Topeka Metro Microtransit System RFP for Microtransit System (#RFP TM-22-01). We understand and agree with the importance of ensuring opportunity for historically disadvantaged business owners.

Via conducts periodic and regular outreach to identify qualified DBE subcontractors in a variety of scopes of work across the country. We have found that the scopes of work we are able to subcontract and have preferred DBE vendors for are marketing, community engagement, as well as vehicle-related services for our turnkey microtransit deployments. As this RFP asks for a software-only proposal, all DBE vendors would be considered out of scope.

Should Topeka Metro 's desire to expand their scope and include any additional services, we would be happy to engage DBE subcontractors to meet the DBE goal. Some of our preferred DBE partners include:

- **Enviroissues**, a qualified marketing firm specializing in grassroots marketing and community outreach.
- **Intellectual Concepts**, comprehensive training and documentation specialists who can create technical documentation for program operators in addition to facilitating training sessions pre and post-launch.
- **ADA Guru**, ADA consultant and compliance expert providing insight to tailor software and operations to meet regulatory requirements and best serve paratransit riders.

We look forward to continuing to work with you toward meeting the Agency's goals.
Sincerely,

Authorized Corporate Officers:

Erin Abrams
Manager
Via Mobility, LLC
10 Crosby Street, Floor 2
New York, NY 10013

Authorized Contacts:

Sophie Bandarkar
Contracting Lead
Via Transportation, Inc.
10 Crosby Street, Floor 2
New York, NY 10013
sophie.bandarkar@ridewithvia.com

Nahry Tak
Head of Partnerships
Via Transportation, Inc.
10 Crosby Street, Floor 2
New York, NY 10013
nahry.tak@ridewithvia.com

This form is not applicable to Via Mobility, LLC, a limited liability company.

ACKNOWLEDGEMENT

Individual / Partnership

STATE OF)
)
COUNTY OF)
)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____,

who is/are personally known to me, appeared before me this day in person, and acknowledged the signature, seal and delivery of the foregoing instrument as a free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal, this _____ day of _____, 20____.

My Commission Expires:

_____

_____
Notary Public

(SEAL)

ACKNOWLEDGEMENT

Corporation

STATE OF New York)
)
COUNTY OF New York)

I, Yvette M. Segan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Erin Abrams, ~~and~~ _____, of Via Mobility, LLC, (a ~~corporation~~)Limited Liability Company who are each personally known to me, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act as officers of the corporation identified above as the Proposer, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notary seal, this 11th day of August, 2022.

My Commission Expires:

7/11/2026

Notary Public

(SEAL)

YVETTE M. SEGAN
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Westchester County
01SE6436392
MY COMMISSION EXPIRES 07/11/2026

ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the proposal. Failure to acknowledge receipt of all addenda may cause the proposal to be considered unresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal. Make copies of this form if more than five (5) addenda were issued.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to RFP TM-22-01:

Addendum Number Q&A #1 Dated: 7/6/22

Addendum Number Q&A #2 Dated: 7/18/22

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

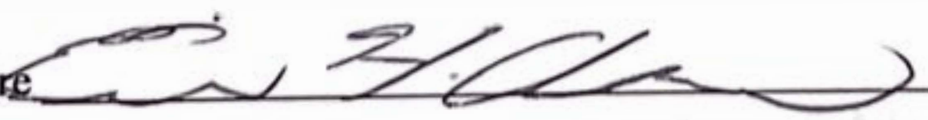
Addendum Number _____ Dated: _____

Proposer Via Mobility, LLC

Street Address 10 Crosby Street

Street Address Floor 2

City, State, Zip Code New York, NY 10013

Authorized Signature 

Name Erin Abrams

Title Manager

Telephone Number (888) 501-7511

Facsimile Number (FAX) N/A

E-Mail Address sophie.bandarkar@ridewithvia.com

BUY AMERICA CERTIFICATION

Proposer will certify either compliance or non-compliance, not both. This certification must be submitted with the proposer's response.

Certificate of Compliance with 49 USC 5323(j)

The bidder hereby certifies that it will meet the requirements of 49 USC 5323(j), and the applicable regulations in 49 CFR Part 661 and any amendments thereto.

Signature: Erin Abrams

Name & Title: Erin Abrams, Manager

Company: Via Mobility, LLC

Date: 8/11/22

Certificate of Non-Compliance with 49 USC 5323(j)

The bidder hereby certifies that it cannot comply with the requirements of 49 USC 5323(j) and 49 CFR 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Signature: _____

Name & Title: _____

Company: _____

Date: _____

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Metro's overall 2021-2024 goal for DBE participation is 1.62%; the race neutral goal is 1.25%, and the race conscious goal is 0.37%. There is no contract goal for this procurement.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Metro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Metro.

The contractor may not hold retainage from its subcontractors.

The contractor must promptly notify Metro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro.

Signature: _____

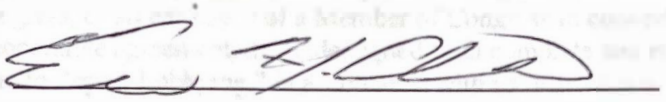
Name and Title: Erin Abrams, Manager

Company Name: Via Mobility, LLC

Date: 8/11/22

FLY AMERICA CERTIFICATION

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Signature: 

Name and Title: Erin Abrams, Manager

Company Name: Via Mobility, LLC

Date: 8/11/22

LOBBYING CERTIFICATION

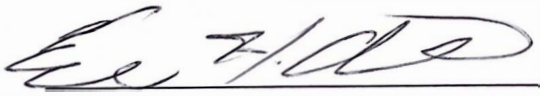
The undersigned contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. See 49 CFR 20.100.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. [Note: Pursuant to 31 USC 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure. See 49 CFR 20.400.]

The undersigned contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, et seq, apply to this certification and disclosure, if any.

Signature: 

Name and Title: Erin Abrams, Manager

Company Name: Via Mobility, LLC

Date: 8/11/22

NON-COLLUSION CERTIFICATION

This is my sworn statement to certify that this proposal was not made in the interest of or on behalf of any undisclosed entity. This proposal is not collusive.

This proposer has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise. This proposer has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of Topeka Metropolitan Transit Authority, or of any proposer, or anyone else interested in the proposed contract.

Signature: 

Name and Title: Erin Abrams, Manager

Company Name: Via Mobility, LLC

Date: 8/11/22

POWER OF EXECUTION

Authorization of Bidder

The undersigned, an Officer of
(officer, partner, proprietor, etc.)

Via Mobility, LLC,
(name of company)

a Limited Liability Company
(corporation, partnership, proprietorship)

having its principal office or registered agent at 10 Crosby Street, Floor 2, New York, NY 10013,
hereby certifies that the Company has duly authorized by appropriate action and/or hereby does

nominate, constitute, appoint and authorize ~~Erin Abrams~~ Clara Fain, Zachary Wasserman, Dillon Twombly
(name of individual signing document)

with full power to act alone, on behalf of
(alone or in conjunction with another person)

Via Mobility, LLC,
(name of company)

and thereby to make, execute, seal and deliver on its behalf as CONTRACTOR and as its act and deed any and all proposals, contract proposals, contracts, change orders, monthly and final payment certificates and other like instruments. Such proposals, contract proposals, contracts, change orders, monthly and final payment certificates and other like instruments shall be binding upon said company as fully and to all intents and purposes as if such instruments had been duly executed, acknowledged and delivered by the authorized officers of the company when executed, by the aforementioned person(s).

Via Mobility, LLC
Company

Manager
Signature, Title

8/11/22
Date

ATTEST:

Notary Public (if proprietorship) Limited Liability Company
Secretary of Corporation (if corporation)
Partner (if Partnership)

State of New York
County of New York
Signed and sworn before me on 8/11/22.

YVETTE M. SEGAN
STATE OF NEW YORK
NOTARY PUBLIC
01SE6436392
MY COMMISSION EXPIRES 07/11/22

PROPOSAL CHANGE REQUEST

Complete this form for each condition, exception, reservation, or understanding (i.e., change) in the proposal. See PROPOSAL SCHEDULE, page 5 of this RFP, for the due date of all requested Proposal Changes.

Change Number: 1

Proposer: Via Mobility LLC _____

RFP Number – TM-22-01 Page: 13_____ Section: 8.8_____

Metro's Current Requirement:
The contractor will: Provide at a minimum a three-year warranty from the date of Satisfactory Completion.

Proposer's Requested Change:
We request to delete this requirement as it is not applicable to the nature of the services hereunder. The term "Satisfactory Completion" is not defined and seem to apply to different type of services.

RFP Number – TM-22-01 Page: 22_____ Section: 3.1

Metro's Current Requirement:
The decision of the Contract Administrator shall be binding upon the contractor, and the contractor shall abide by the decision.

Proposer's Requested Change:
We are willing to submit to an informal dispute resolution procedure, but we would request having the option to proceed to binding arbitration with a neutral arbitrator if Via disagrees with the determination of the Contract Administrator. We therefore request to revise as follows:

"Unless determined otherwise by a court of competent jurisdiction or an arbitrator appointed by the parties, the decision of the Contract Administrator shall be binding upon the contractor, and the contractor shall abide by the decision."

RFP Number – TM-22-01 Page: 25_____ Section: 17_____

Metro's Current Requirement:
These contract provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the included contract provisions. All contractual provisions required by USDOT, as set forth in the current version of FTA Circular C 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Metro requests which would cause Metro to be in violation of the FTA terms and conditions.

Proposer's Requested Change:
We are able to comply with all applicable FTA terms and have no objection to the RFP language in this regard. However, given that this contract is not for support of scientific research, research, experimental or developmental work, we respectfully request to explicitly add the following sentence at the end of Section 17:

"No research, research, experimental or developmental work will be provided by Contractor, and any "Patent Rights" and "Rights in Data" FTA terms are not applicable and would not apply to this project. Notwithstanding anything to the contrary, the parties agree that all rights to Contractor's technology solution, including any developments and improvements thereto, are and shall continue to be owned by Contractor."

RFP Number – TM-22-01 Page: 25_____ Section: 18_____

Metro's Current Requirement:
Contractor shall be responsible for and indemnify, defend and hold harmless Metro, its directors and employees from all demands, claims, suits and settlements for loss of or damages to property, or personal injuries, including death to persons, and from all judgments recovered, and from all expenses incurred in defending or settling said claims or suits, or enforcing this provision, including court costs and attorney fees and other expenses arising out of the errors, omissions or negligent acts of the Contractor, its employees, or agents in connection with the goods and/or services provided under this contract.

Proposer's Requested Change:
As the service provider, we agree that we should bear the risks of losses caused by our wrongdoing; however, the current indemnification provision transfers all possible risks of the project to Via. We therefore request the following modifications to the indemnification:

"Contractor shall be responsible for and indemnify, defend and hold harmless Metro, its directors and employees from all **third party** demands, claims, suits and settlements for loss of or damages to property, or personal injuries, including death to persons, and from all **third party** judgments recovered, and from all expenses incurred in defending or settling said claims or suits, or enforcing this provision, including court costs and **reasonable** attorney fees and other expenses arising out of the ~~errors, omissions or~~ **grossly** negligent **or willful misconduct** acts of the Contractor, its employees, or agents in connection with the goods and/or services provided under this contract. **Contractor's liability under this Agreement shall not exceed the fees payable to Contractor nor extend to transportation incidents**."

RFP Number – TM-22-01 Page: 25_____ Section: 19_____

Metro's Current Requirement:
Contractor shall maintain for the duration of the contract such insurance as will protect it and Metro from all claims, including Workers' Compensation, and will hold Metro harmless from, and indemnify Metro for, all claims and damages which may arise out of or result from the Contractor's operations under this contract, whether such operations are by Contractor, by a subcontractor, by anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable. Contractor will submit certificates or other proof of insurance to Metro, naming Metro as an additional insured, upon notification of contract award.

Proposer's Requested Change:
The language of this section is overly broad and covers indemnification obligations that should be addressed in section 18. We therefore request the following changes:

"Contractor shall maintain for the duration of the contract such **customary** insurance ~~as will~~ **to** protect it and Metro from all claims, including Workers' Compensation~~, and will hold Metro harmless from, and indemnify Metro for, all claims and damages which may arise out of or result from the Contractor's operations under this contract, whether such operations are by Contractor, by a subcontractor, by anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable~~. Contractor will submit certificates or other proof of insurance to Metro, naming Metro as an additional insured, upon notification of contract award."

RFP Number – TM-22-01 Page: 27_____ Section: 30_____

Metro's Current Requirement:
Termination for Convenience – Metro may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the Metro's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to Metro to be paid to the contractor. If the contractor has any property in its possession belonging to Metro, the contractor will account for the same, and dispose of it in the manner Metro directs

…

Opportunity to Cure – Metro in its sole discretion may, in the case of a termination for breach or default, allow the contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to Metro's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within ten (10) days after receipt by contractor of written notice from Metro setting forth the nature of said breach or default, Metro shall have the right to terminate the contract without any further obligation to the contractor. Any such termination for default shall not in any way operate to preclude Metro from also pursuing all available remedies against contractor and its sureties for said breach or default.

Proposer's Requested Change:
Due to the level of upfront work required in connection with this project, we request to delete the right of termination for convenience. We also We propose modifying the termination for default clause to provide a 30-day opportunity to cure in the event of a breach of contract capable of being cured as follows:

"Opportunity to Cure – Metro **will** ~~in its sole discretion may~~, in the case of a termination for breach or default, allow the contractor **thirty (30)** ~~ten(10~~) days in which to cure the defect… If contractor fails to remedy to Metro's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within **thirty (30)** ~~ten (10)~~ days…"

SUSPENSION / DEBARMENT CERTIFICATION

In regard to 2 CFR Parts 180 and 1200

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates:

1) is included on the federal government's suspended and debarred list;
2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified;
3) within three years preceding this proposal, has been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
4) is indicted or charged by a governmental entity for any of the charges in 3) above; and
5) has had any public transaction terminated for cause or default within three years preceding this proposal.

The contractor is required to include this requirement in any subcontracts related to this contract.

By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

Signature: 

Name and Title: Erin Abrams, Manager

Company Name: Via Mobility, LLC

Date: 9/11/22