

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

FLEXLYNQS LLC

Operational Analysis of the City’s Special Transport Services

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, _____ (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and FLEXLYNQS LLC, a California limited liability company (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with Operational Analysis of the City’s Special Transport Services (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect for one (1) year, unless otherwise terminated pursuant to the provisions herein. The term may be extended for an additional one (1)-year period, upon mutual written consent of the parties.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Hundred Ninety-Eight Thousand Four Hundred Twenty-Six Dollars (\$198,426.00), payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the Services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Parks, Recreation, and Community Services
Department
City of Riverside
Attn: David Richardson
8095 Lincoln Avenue
Riverside, CA 92504

To Consultant

Flexlynqs LLC
Attn: Santosh Mishra
39899 Balentine Drive, Suite 200
Newark, CA 94560

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director’s determination is available on-line at

www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C," attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors, and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant or to Consultant's employees, subcontractors, and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 **Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents, and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or anyone employed by or working under the Consultant, or for Services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or Services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns, and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, and hold harmless the City and the City’s employees, officers, managers, agents, and council members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory, or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to,

or relate to the negligence, recklessness, or willful misconduct of Consultant, or anyone employed by or working under the Consultant, or for Services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or Services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant; or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns, and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability.

Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect, and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory, or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations, or duties of the Consultant, or anyone employed by or working under the Consultant, or for Services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or Services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions.

Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms, and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees, and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either: 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage; or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees, and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates, along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees, and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees, and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its subconsultants, employees, officers, and agents for Services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the Services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage, or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers' Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television, or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings, and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title, and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation, and enforcement of its copyright in such work, such assistance to be provided at

City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction, or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C," have any real property, business interests, or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage, or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state, and local laws and ordinances and regulations which in any manner affect those employed by Consultant or in any way affect the performance of Services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances, and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the Services provided herein shall conform to all ordinances, policies, and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's Services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's Services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the

termination date, City shall consider completed work, work in progress, and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee, or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military, and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant, and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, of this Agreement is declared

invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right, and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers is to sections in the Agreement unless, expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

[SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

FLEXLYNQS LLC,
a California limited liability company

By: _____
City Manager

By:  _____
Print Name: Santosh Mishra
Title: President & CEO

Attest: _____
City Clerk

and

By: _____
Print Name: _____
Title: _____

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

Approved as to Form:

By: *Susan Wilson*
Susan Wilson (May 26, 2026 10:43:45 PDT)
Assistant City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

1.4 Scope of Services

Description of Services: The City seeks a qualified Consultant to provide a detailed and thorough analysis of its transit system. The following tasks outline the minimum required services to be provided by the Consultant. Additional innovative approaches or services proposed by the Consultant to achieve the objectives are welcome.

COMPREHENSIVE OPERATIONAL ANALYSIS

Task 1 – Public Engagement

Objective: To engage with internal and external stakeholders, gather community input, and ensure transparency throughout the analysis process.

Task 1.A. Community and Internal Engagement

A. Kick-off Meeting

- a. Conduct an initial meeting with City staff and transit stakeholders to gather input on the City's operational strengths, weaknesses, and areas for improvement.

B. On-going Engagement

- a. Engage stakeholders through in-person/virtual meetings, surveys, and social media to gather input at various stages. This includes, but is not limited to:
 - i. Riders
 - ii. Local community
 - iii. Senior centers/facilities
 - iv. City's Commission on Aging and Commission on Disabilities
 - v. Frontline transit staff
 - vi. Riverside County Transportation Commission (RCTC)
 - vii. Riverside Transit Agency (RTA)

- b. All public facing materials, including surveys, outreach content, and online information, must be made available in both English and Spanish to ensure bilingual accessibility and promote inclusive participation.
- c. Collaborate with complementary City planning efforts, such as the Senior Master Plan group, to align engagement activities, share outreach findings, and integrate relevant senior focused recommendations.

Task 1.B. Rider Feedback

A. Survey for all riders:

- a. Conduct a survey that targets riders using multiple channels (in-person, online, and mobile). The survey should gather insights into travel behaviors, service preferences, and areas for improvement from a broad demographic.
- b. Address compliance requirements under Title VI and the agency's limited English proficiency (LEP) plan.

B. Surveys should collect at least the following data:

- a. Demographics:
 - i. Age, gender, household income, employment status, disability or mobility limitations, access to a vehicle, home location (ZIP code), primary language spoken at home.
- b. Travel Patterns and Behaviors:
 - i. Trip purpose, frequency, time of use, mode of access to transit, alternative transportation modes when transit is unavailable.
- c. Service Satisfaction and Perceptions:
 - i. On-time performance, travel times, safety, cleanliness, accessibility, affordability, driver interactions.
- d. Key Improvements and Priorities
 - i. Ranking of priorities (frequency, extended hours, safety, cleanliness, affordability) and open-ended feedback on needed changes and suggestions.

Task 2 – Data Collection

Objective: To collect and analyze comprehensive data to evaluate current transit operations and inform service recommendations.

Task 2.A. Required Data Collection

A. Operational Data

- a. Travel Patterns: Analyze current travel patterns, including trip origins and destinations, and peak travel times.

B. Performance Metric Data

- a. Service Reliability: Measure on-time performance across different times of the day and week.
- b. Service Availability: Measure the system's ability to accommodate trip requests by analyzing call volume, successful vs. denied or negotiated trips, and distribution of services across the day and service area. Evaluate whether existing capacity supports equitable and consistent access for eligible riders.

C. Comparative Data

- a. Peer Agency Comparison: Collect and analyze data from comparable transit agencies to benchmark service quality, performance, and customer satisfaction.
- b. Key Performance Indicators (KPIs): Benchmark KPIs such as cost per passenger trip, cost per service hour, ridership per revenue hour, farebox recovery ratio, and vehicle utilization against industry standards.

D. Demographic and Socioeconomic Data

- a. Population and Demographics: Analyze population density, growth trends, and demographic characteristics (age, income, disability) within the service area to inform route planning and service allocation.

Note: This list is not comprehensive and other data points recommended by the Consultant are welcome.

City-Provided Data:

- Data that the City will provide includes, but is not limited to:
 - Paratransit Schedule Information
 - Ridership Data
 - Paratransit Demand Response Origins and Destinations: Data for the past year, including trip request locations, and pick-up and drop-off points.
 - Ecolane Data Access: Data will be made available with personal identifiers removed. Export includes:
 - Individual trips by date, scheduled and actual times, estimated miles traveled (CSV format)
 - Operating Data: Service and revenue hours/miles, including vehicle assignments.
 - Financial Data: Operating cost data for current and prior years, broken down by cost category (e.g., labor, fuel, maintenance) to support cost-benefit and fare analysis.

Task 3 – Current and Projected Funding Levels Analysis

Objective: Evaluate current and future funding levels, including fare structures and potential revenue enhancements, to ensure the sustainability of transit operations and service expansions. Analyze the impact of farebox recovery on funding availability and service proposals.

Task 3.A. Funding and Cost Analysis

A. Evaluation of Funding Sources:

- a. Review existing operating and capital funding sources, funding conditions, and constraints. Collaborate with the City and RCTC to identify funding sources over the next 10 years.
- b. Explore new funding opportunities (e.g., competitive grants, public-private partnerships, non-emergency medical transportation reimbursement) and innovative revenue strategies. Consider the impact of farebox recovery on funding potential.
- c. Assess funding scenarios, factoring in the financial feasibility of service expansions and zero-emission fleet transitions.
- d. Long-Range Capital Planning: Develop a 10-year Capital Improvement Plan (CIP) that identifies anticipated capital needs and aligns them with feasible funding sources.

B. Operational Cost Analysis:

- a. Compare current funding against operational costs, identifying areas for service adjustments.
- b. Evaluate how funding levels affect service continuity, and how additional funding scenarios can support growth.

Task 3.B. Marketing Plan Analysis

A. Evaluation of Current Marketing Plan:

- a. Evaluate existing outreach, branding, and marketing efforts, including community awareness of services and rider engagement.

B. Marketing Plan Recommendations:

- a. Identify opportunities for revenue generation through advertising that align with City policies.
- b. Develop strategies to increase ridership through targeted marketing campaigns, digital engagement, and community-based outreach.
- c. Assess the cost-effectiveness of marketing initiatives and recommend approaches that maximize return on investment.

Task 3.C. Fare Equity Analysis

A. Detailed Fare Structure Review:

- a. Examine the current fare structure, including full fares, medical fares,

- and special fare programs.
- b. Assess the equity of the current fare structure in terms of income levels, geographic areas, and demographics served.
- B. *Recommendations for Fare Adjustments:*
 - a. Develop actionable phased recommendations for potential changes to fare categories, pricing, or new programs to increase ridership or revenues while ensuring equity.

Task 4 – Paratransit Service Analysis

Objective: To evaluate the efficiency and effectiveness of current transit services to inform service optimization and planning decisions.

Task 4.A. Route Profiles

- A. *Assess Route Productivity*
 - a. Utilize multiple performance metrics such as ridership per hour, cost per revenue hour, cost per passenger trip, and subsidy per passenger trip.
- B. *Visual Mapping*
 - a. Provide visual maps and heatmaps indicating high-ridership areas, underserved zones, and potential opportunities for route realignment, expansion, and targeted marketing.
- C. *Service Span and Frequency Evaluation*
 - a. Evaluate service span and frequency to determine if adjustments are needed to better align with ridership demand.
- D. *Travel Time and Performance Analysis*
 - a. Analyze travel times, on-time performance, and load factors to identify delays, bottlenecks, or inefficiencies affecting service reliability and quality.
- E. *Accessibility Mapping*
 - a. Develop accessibility maps to assess access to transit services by different population groups, including seniors, low-income residents, and people with disabilities.

Task 4.B. Service Analysis

- A. *Paratransit Service Evaluation*
 - a. Evaluate paratransit service according to:
 - i. Cost-effectiveness and efficiency;
 - ii. Compliance with ADA regulations and services offered beyond the required ADA mandated levels of service;
 - iii. Service performance/characteristics;
 - iv. Fare structure and trip policies;

- v. Scheduling and Dispatch system and software
 - vi. Determine trends, deficiencies and opportunities and other issues related to providing demand responsive service including current levels of passenger satisfaction.
- B. *Explore Alternative Service Strategies*
- a. Evaluate the feasibility of integrating microtransit or other on-demand solutions for low-ridership areas or specific times of day.
 - b. Evaluate the efficiency and effectiveness of fleet size, vehicle types, and license requirements as it relates to operating cost data and service analysis.
- C. *Financial Impact Analysis*
- a. Perform a financial impact analysis for each proposed service change, including potential cost savings, revenue impacts, and resource reallocations.

Task 5 – Recommendations

Objective: To provide data-driven, actionable recommendations to optimize service delivery, improve customer experience, and ensure long-term sustainability and growth of the transit system. Recommendations should be organized by priority and feasibility.

Task 5.A. Short-Term Recommendations (1-3 years)

- A. *Immediate Adjustments*
- a. Identify short-term adjustments to address operational inefficiencies, improve customer satisfaction, and respond to ridership trends.

Task 5.B. Mid-Term Recommendations (4-6 years)

- A. *Restructuring*
- a. Reassess and realign staffing and scheduling based on ridership data, demographic changes, and community feedback to better meet evolving needs.
 - b. Implementation of changes to fleet size and makeup based on results of Service Analysis.
- B. *Capital Improvements and Investment*
- a. Implementation strategies for recommended capital projects to support proposed service changes and improvements.

Task 5.C. Long-Term Recommendations (7-10 years)

- A. *Plan for Population Growth, Urban Development and Technological Progress*

- a. Develop a long-term transit plan that addresses anticipated population growth, urban development, and technology integration.
 - b. Propose a financial plan that aligns with the long-term service expansion and sustainability goals, including potential funding sources and investment needs.
- B. *Microtransit Feasibility Assessment*
- a. Assess the City's current transit services and evaluate existing microtransit models from other transit agencies to understand best practices and potential applications for the City.

Deliverables:

I. Public Engagement and Data Collection

Include a report of all public comments and rider surveys, summarizing all engagement activities, key findings, and how public input was incorporated into the COA.

Documentation of all data collected, including a database and visual representations (e.g., maps, charts) of key data points should be submitted. All data used for the study will remain the domain and property of the City upon completion of the project and may be used in the future at the City's discretion.

II. Paratransit Service Analysis

Highlight key performance metrics and findings. Include recommendations for route modifications, consolidations, or eliminations, with supporting data and rationale. Additionally, project the impacts on ridership, fare revenue, and service levels for each proposed recommendation.

III. Funding and Cost Analysis

Develop a comprehensive funding and cost analysis report. This report should offer a detailed review of current and potential funding sources and include an operational cost analysis. Provide recommendations for addressing any potential funding gaps and ensuring financial sustainability. Include a list of potential new funding opportunities and innovative financing strategies, along with assessments of their feasibility, risks, and potential impacts.

IV. Fare Analysis

Prepare a fare analysis report with recommendations for changes to the

fare structure. This report should outline an implementation plan for proposed fare adjustments and phasing strategies.

V. Service Recommendations

Create a comprehensive service plan that covers short-, mid-, and long-term recommendations. Include the rationale behind these recommendations, potential impacts, cost implications, and key performance indicators (KPIs) for monitoring success. Include a strategic financial plan outlining funding requirements, potential revenue sources, and cost management strategies to support the service recommendations.

1.5 Contract Management

As part of the City's commitment to improved outcomes, the City seeks to actively and regularly collaborate with the selected Company to enhance contract management, improve results, and adjust service delivery based on learning what works.

Communication and Reporting: The Consultant shall meet in person with the City every two weeks to review project status, report on task and deliverable progress, and discuss any challenges or decisions requiring City input. Following each meeting, the Consultant shall prepare and submit a written status report or formal meeting minutes summarizing discussions, decisions, and next steps.

Vendor Performance Evaluation: If the Scope of Services for this RFP falls under the projects included in the Vendor Performance Plan Procedures in the [Administrative Manual, section 07.021.00](#), the City will document the vendor's performance by completing a Vendor Performance Evaluation Form at the end of the Agreement term. Performance evaluations may be used in the evaluation of the Company for future business opportunities with the City. The City Council may disbar vendors with 1 or more overall performances under 50% from bidding for a minimum of 1 year based on unsatisfactory performance evaluations when concerns over poor performance or non-compliance have been communicated to the vendor during the Agreement term, but not adequate or sufficient corrective measures have been implemented. The City Council may also debar a Contractor if the City finds, in its discretion, that the Contractor has or is engaged in egregious and unprofessional acts against the City.

1.6 Term

The initial term of the Agreement shall be for one (1) year upon City execution of the Agreement with an option to extend for one (1) additional one-year term not to exceed two (2) years total based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the

Agreement.

Pricing is to remain firm for the initial Agreement term. Should the option to renew for additional years be exercised, City and Company may negotiate any and all price modifications.

1.7 Payment

The Consultant shall submit itemized invoices on a monthly basis, reflecting all work performed and expenses incurred during the prior month.

2. Evaluation & Selection

2.1 Minimum Qualifications

Proposals will only be considered from Companies that meet the following prerequisites:

- Have at least three (3) years of experience, within the past five (5) years under the same legally registered business name, in providing services of a similar type and scope as described in the Scope of Services.
- Have not filed for bankruptcy under any business name over the past five (5) years.
- If applicable, Company and/or its key personnel, shall hold an appropriate license for the Company's discipline and the Scope of Services on the date the Proposal is submitted.
- If applicable, Company shall have registered with the Department of Industrial Relations and any other required organizations.
- Have passing quality of work previously performed by the Company for the City, per the Administrative Manual, section 02.004.00. Proposers may be deemed non-responsive if they have received a performance rating below 50% on a previous Vendor Performance Evaluation conducted per the Administrative Manual, section 07.021.00.

2.2 Evaluation Criteria

Proposals meeting the minimum qualifications shall be consistently evaluated based upon the following criteria:

Round One Evaluation Criteria	Weight
1. Qualifications, Related Experience, and Project Staffing	40%
2. Approach and Methodology	30%
3. Professional References	10%
4. Pricing	20%

2.3 Interviews

The City may interview or request demonstrations from none, one, some, or all Proposers. If needed, interviews will be scheduled on the date listed in the Schedule of Events table in Section 3.1 of this RFP.

Interview Details:

Interviews will consist of a 30-minute presentation by the Proposer, followed by questions from the evaluation committee, not to exceed one (1) hour. Final selection will be based on the aggregate score from round one and two. Interviews will be evaluated and equally weighted based on the following criteria:

Round Two Evaluation Criteria	Weight
1. Methodology	40%
2. Key Personnel and Roles	30%
3. Technical Capabilities	10%
4. Interview Presentation and Answers to Questions	20%

2.4 Selection

The City anticipates selecting one (1) Company to perform the Scope of Services. The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

Following the evaluation, the selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until the City and a Company reach agreement.

3. Proposal Instructions & Content

3.1 Schedule of Events

It is the goal of the City to select and retain a Company by June 30, 2026. In preparation for that action, the following **tentative** schedule of events has been prepared:

Event	Date & Time	Additional Information
Request for Proposals Released	01/23/2026	

Final Questions Due	02/03/2026, Before 2:00PM PT	Submit all inquiries via "Q&A" through PlanetBids. More information is provided in Section 3.4 of this RFP.
Responses to Questions Released	02/06/2026	Responses to the questions will be posted on the RFP's page in PlanetBids.
Proposals Due	02/13/2026, Before 2:00PM PT	Proposals should be submitted electronically via PlanetBids. More information is provided in Section 3.5 of this RFP.
Interviews, If Needed	Week of 03/10/2026	More information is provided in Section 2.3 of this RFP.
Notification of Tentative Selection	April 2026	Intent to Award decision will be posted on PlanetBids.
Tentative City Council Meeting to Consider Awarding Agreement	May 2026	
Proposer Debrief	After Agreement Execution	Any Proposers are able to request a debrief with the City to provide constructive feedback to equip them with information to effectively meet the City's needs and be successful in future proposals.

3.2 Narrative Proposal

The Company shall submit a Narrative Proposal to demonstrate their qualifications and approach for fulfilling the goals and requirements of the RFP. The Narrative Proposal to be completed and submitted is attached as Exhibit "A".

An editable version of the Narrative Proposal has been posted with the RFP materials on PlanetBids. The Company should download the Narrative Proposal document from PlanetBids and upload a completed version to the Response File on PlanetBids.

The Narrative Proposal contains the following sections:

- Qualifications and Experience
- Approach and Methodology
- Professional References
- Disclosures

EXHIBIT "B"
COMPENSATION



EXHIBIT B - COST BREAKDOWN FORM
RFP 2527

TASK		PERSONNEL BREAKDOWN BY HOURS								
COMPREHENSIVE OPERATIONAL ANALYSIS										
TASK 1 - Public Engagement										
Enter Job Title:		Principal in Charge	Planning Lead	Project Manager	Support Staff	Analysis Support	Outreach Leads			Total for Task 1
A	Community & Internal Engagement	2	16	16			24			
B	Rider Feedback		30	40			120			
Subtotal of Hours		2	46	56	0	0	144	0	0	
Rate per Hour		\$200.00	\$150.00	\$175.00	\$130.00	\$158.00	\$180.00			
Subtotal per Task		\$400.00	\$6,900.00	\$9,800.00	\$0.00	\$0.00	\$25,920.00	\$0.00	\$0.00	
TASK 2 - Data Collection										
Enter Job Title:		Principal in Charge	Planning Lead	Project Manager	Support Staff	Analysis Support	Outreach Leads			Total for Task 2
A	Required Data Collection	4	16	24						
Subtotal of Hours		4	16	24	0	0	0	0	0	
Rate per Hour		\$200.00	\$150.00	\$175.00	\$130.00	\$158.00	\$180.00			
Subtotal per Task		\$800.00	\$2,400.00	\$4,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TASK 3 - Current and Projected Funding Levels Analysis										
Enter Job Title:		Principal in Charge	Planning Lead	Project Manager	Support Staff	Analysis Support	Outreach Leads			Total for Task 3
A	Funding and Cost Analysis	2	16	40	40					
B	Marketing Plan Analysis	2	16	40			40			
C	Fare Equity Analysis	2	16	32	40					
Subtotal of Hours		6	48	112	80	0	40	0	0	
Rate per Hour		\$200.00	\$150.00	\$175.00	\$130.00	\$158.00	\$180.00			
Subtotal per Task		\$1,200.00	\$7,200.00	\$19,600.00	\$10,400.00	\$0.00	\$7,200.00	\$0.00	\$0.00	
TASK 4 - Paratransit Service Analysis										
Enter Job Title:		Principal in Charge	Planning Lead	Project Manager	Support Staff	Analysis Support	Outreach Leads			Total for Task 4
A	Route Profiles	2	40	40			120			
B	Service Analysis	2	40	40			95			
Subtotal of Hours		4	80	80	0	215	0	0	0	
Rate per Hour		\$200.00	\$150.00	\$175.00	\$130.00	\$158.00	\$180.00			
Subtotal per Task		\$800.00	\$12,000.00	\$14,000.00	\$0.00	\$33,970.00	\$0.00	\$0.00	\$0.00	
TASK 5 - Recommendations										
Enter Job Title:		Principal in Charge	Planning Lead	Project Manager	Support Staff	Analysis Support	Outreach Leads			Total for Task 5
A	Short-Term Recommendations (1-3 years)		24	24			14			
B	Mid-Term Recommendations (4-7 years)		24	24			14			
C	Long-Term Recommendations (8-10 years)		32	32			14			
Subtotal of Hours		0	80	80	0	42	0	0	0	
Rate per Hour		\$200.00	\$150.00	\$175.00	\$130.00	\$158.00	\$180.00			
Subtotal per Task		\$0.00	\$12,000.00	\$14,000.00	\$0.00	\$6,636.00	\$0.00	\$0.00	\$0.00	
Other Direct Costs										
1	Travel	\$1,000.00	\$2,500.00	\$2,000.00	\$0.00	\$0.00	\$1,000.00			Total for Other Direct Costs
2	Lodging plus per diem									
3	Reproduction									
4	Communications						\$2,500.00			
5	Other (description required)									
Subtotal Cost		\$1,000.00	\$2,500.00	\$2,000.00	\$0.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$9,000.00
GRAND TOTAL (Tasks + Other Direct Costs)			\$198,426.00							

(If additional information is needed, please provide an additional sheet)

All costs associated with providing the materials for RFP 2527 must be identified on the Price Response Sheet, which shall be signed by an authorized agent. The undersigned hereby certifies that you have read and understand this Request for Proposal (RFP), and that you are authorized to submit this proposal on behalf of the Firm, and that you guarantee complete compliance with all the terms, conditions and stipulations.

Flexlynqs, LLC

 Company's Name

 Authorized Signature
 312-451-7694

 Phone Number

Santosh Mishra, President & CEO

 Name / title of Authorized Signature
 February 19, 2026

 Date
 Acknowledged – bid valid 120 days

 (Bid must be valid for 120 days)

EXHIBIT "C"

KEY PERSONNEL

COMPANY PERSONNEL

Complete the tables below for each key personnel included in this Proposal. If you have less personnel than tables, delete or leave blank. If you have more personnel than tables below, copy and add additional tables. Resumes are not needed but can be submitted as an appendix to the Narrative Proposal if desired.

Key Personnel #1		
Contact Information	Name	Santosh Mishra
	Title	President & CEO
	Email Address	santosh.mishra@flexynqs.com
	Phone Number	312-451-7694
How will this individual be involved in this project?		Principal in Charge & Task 2 - Data Collection Lead, Availability: 15%
Provide any licenses or certifications held by this individual.		N/A
Provide a short description of this individual's qualifications and experience as relevant to the Scope of Services described in this RFP.		Santosh is the Founder, President & CEO of Flexynqs a mobility innovation company started in 2024. For the past two decades, Santosh has used his diverse skillsets to advise US public sector agencies with innovation in all business functions that interface with delivering personal mobility for all customers, particularly vulnerable populations. He has assisted 150+ multimodal agencies across 30+ states, including federal, state, and local DOTs. He has advised these agencies with management of the full life cycle of technologies, including maximizing their potential with data utilization. In addition, Santosh has been part of R&D of several next generation concepts related to emerging mobility funded by the USDOT. Santosh is also nationally recognized for his contribution to the transit/mobility industry. At National Transportation Research Board, he chairs the Transit Innovation (IDEA) program and Artificial Intelligence in Transit program. Further, he been named as the co-Chair of the Standards Committee setup by Institute of Transportation Engineers (ITE) and USDOT

	to advise the Government on standards for multimodal reservations, scheduling and dispatching.
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Key Personnel #2		
Contact Information	Name	Steve Wilks
	Title	Senior Consultant
	Email Address	steve.wilks@flexlynqs.com
	Phone Number	949-872-9451
How will this individual be involved in this project?	Dedicated Project Manager, Task 1 (Public Engagement) & Task 5 (Recommendations) Lead, Availability: 30%	
Provide any licenses or certifications held by this individual.	N/A	
Provide a short description of this individual's qualifications and experience as relevant to the Scope of Services described in this RFP.	<p>Combined with academic studies in Urban Planning, Steve has over forty-five years of professional experience in the planning and operation of public transit and next-gen mobility services including microtransit, shuttles, and other community-based transport – mobility ecosystem, with a specific focus on paratransit. This has included the management of paratransit for the elderly and disability communities, working with the taxi/livery cab industry and transportation network companies (TNCs), designing smart shuttle operations, and providing creative/innovative solutions for the transportation industry including the integration of multiple modes and developing first/last mile operational and strategic solutions within a framework of strategic and regional planning and data analytics.</p> <p>His experience covers the development and assessment of new and emerging operational (e-hailing) and technologies/information systems relating to next-gen mobility solutions and Mobility as a Service (MaaS) platform. Further,</p>	

	<p>Steve has managed various operational and technology projects that have included procurement processes on behalf of several transit agencies, including schedule and budget control, identification of technical specifications, authoring RFP documents, vendor evaluations and negotiations.</p> <p>Complementing his operating experience, Steve has been responsible for modeling and data analytics specific to a variety of service and program evaluations (including COAs and SRTPs), review of alternate delivery frameworks, strategic, operational, service and policy planning including quality planning facilitation through the successful conduct of consultative sessions in workshop and focus group settings.</p> <p>Steve has significant experience in the regulatory and legislative environments governing the delivery of transport services for special needs populations including the design and audit of services together with having provided 'expert witness' testimony in pertinent litigation.</p> <p>Steve has been engaged by private, public-sector, and tribal clients throughout North America and the United Kingdom.</p>
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Key Personnel #3		
Contact Information	Name	Josh Albertson
	Title	Director of Advisory Services
	Email Address	josh.albertson@flexlynqs.com
	Phone Number	571-235-4098
How will this individual be involved in this project?	Funding, Cost, and Fare Equity Lead (Task 3), Availability: 25%	
Provide any licenses or certifications held by this individual.	N/A	

<p>Provide a short description of this individual's qualifications and experience as relevant to the Scope of Services described in this RFP.</p>	<p>Over the past five years, Josh has worked in both the public and private sectors to advance personal mobility and deploy innovative mobility concepts and technologies. He has worked with dozens of transit agencies across the country, developing a deep understanding of transit planning and operations. Although his background lies in transit planning and project management, he possesses specific systems engineering expertise in designing, testing, and deploying paratransit, microtransit, and other emerging mobility platforms. He has worked on paratransit and microtransit evaluations, design, and deployments at agencies like HIRTA, NEORide, and MTC. Josh is also serving as a task lead for a regional fare study looking at fare models at six agencies in Ohio. For this project he has been leading tasks related to fare structure analysis, reconciliation strategies, revenue modeling, and fare equity analysis. In addition, when at IBI Group previously, Josh was a task lead and developed an operational cost model for transitioning Riverside Connect vehicles to zero-emission vehicles. He has been onsite to tour the Riverside Connect yard and is familiar with their general operations.</p>
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Key Personnel #4		
<p>Contact Information</p>	<p>Name</p>	<p>Yuval Grinspun</p>
	<p>Title</p>	<p>CEO and Principal Transit Consultant – Left Turn Right Turn Ltd</p>
	<p>Email Address</p>	<p>yuval@lrrt.ca</p>
	<p>Phone Number</p>	<p>(647) 689-5933 ext. 701</p>
<p>How will this individual be involved in this project?</p>	<p>Paratransit Operations Lead, Availability: 25%</p>	
<p>Provide any licenses or certifications held by this individual.</p>	<ul style="list-style-type: none"> • Professional Engineers of Ontario (P.Eng.) • Project Management Institute (PMP #1714816) 	

<p>Provide a short description of this individual's qualifications and experience as relevant to the Scope of Services described in this RFP.</p>	<p>Yuval Grinspun (MAsc, PMP, P.Eng.) brings 22 years of experience working in the transit industry, including 19 years of project management and senior leadership experience. Yuval has led the development of organizational and strategic planning projects across North America, including the development of short-, medium-, and long-term strategic and master plans for both conventional and paratransit systems.</p> <p>Yuval brings exceptional experience spearheading paratransit projects. From 2016 to 2018 he was Program Manager for the Toronto Transit Commission's Wheel-Trans 10-Year Strategy and Transformation Program (WTP). The program, divided into 16 projects, covered business transformation, deployment of new physical infrastructure, and modernizing the agency. Yuval served as Project Director for GRT's Specialized (Paratransit) Service Business Plan and Peel's TransHelp Review, and a Senior Facilitator on TransLink's HandyDart Business Model Review.</p> <p>Yuval has worked with transit agencies across North America including Jefferson Transit, TheRapid, TheRide, TransLink, Winnipeg Transit, the Toronto Transit Commission, York Region Transit and many more. Yuval brings experience of engaging and responding to needs from all aspects of the transit business: operations and service delivery, customer service, maintenance, administration, security, and management. Yuval holds an undergraduate and Master's Degree in Civil Engineering with a specialization in Transportation. He is a Professional Engineer (P.Eng.), holds a Project Management Professional (PMP) certification, and sits on the various industry committees.</p>
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Key Personnel #5		
Contact Information	Name	Janany Ragunathan
	Title	Transit Innovation Lead – Left Turn Right Turn Ltd
	Email Address	janany@lrrt.ca
	Phone Number	(647) 689-5933 ext 705
How will this individual be involved in this project?	Paratransit Operations Specialist, Availability: 30%	
Provide any licenses or certifications held by this individual.	Certified Prosci® Change Practitioner – 2020	
Provide a short description of this individual's qualifications and experience as relevant to the Scope of Services described in this RFP.	<p>Janany (Jen) Ragunathan (BASc., MBA.) brings over 8 years of relevant expertise in managing and executing projects for transit systems across North America.</p> <p>She recently served as Project Manager for Grand River Transit's (GRT) Specialized (paratransit) Services Business Plan to help the agency manage increasing demands for paratransit and required an updated plan aligned with the AODA and industry best practices. This was a similar project that involved a comprehensive analysis of the current service delivery model and development of financial and business plans and stakeholder and public engagement. This summer she worked with Peel on their TransHelp Review. The project involved significant collaboration with Regional staff as well as an Intermunicipal Working Group made up of senior leaders from the Region and local municipalities. It had a significantly compressed timeline in order to prepare a Multiple Account Evaluation of the existing Regional Service Delivery Model against the proposed Local Service Delivery Model. For TransLink's HandyDART Business Model Review Jen worked on a team that reviewed HandyDART's mission, objectives, and service delivery, conducted a peer agency business model review, developed criteria for evaluating different business models, and ultimately</p>	

	<p>evaluated and recommended a business model.</p> <p>She holds a degree in Civil Engineering, a Master of Business Administration (MBA), and a Prosci® Change Management.</p>
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Key Personnel #6		
Contact Information	Name	Hope Reilly
	Title	Chief Growth Officer & Partner
	Email Address	hreilly@swspr.com
	Phone Number	858.541.7800
How will this individual be involved in this project?	Strategic Counsel, Availability: 25%	
Provide any licenses or certifications held by this individual.	N/A	
Provide a short description of this individual's qualifications and experience as relevant to the Scope of Services described in this RFP.	Hope oversees local government and transportation public affairs and outreach programs, developing strategic, multifaceted engagement campaigns that generate meaningful participation from diverse community and stakeholder groups. A seasoned project manager, she effectively balances day-to-day execution with long-term strategy, while her expertise in translating complex, technical concepts into clear, accessible messaging helps eliminate barriers to understanding and supports inclusive engagement.	

Key Personnel #7		
Contact Information	Name	Zachary MacQuarrie
	Title	Director of Public Affairs
	Email Address	zmacquarrie@swspr.com
	Phone Number	858.541.7800
How will this individual be involved in this project?	Outreach and Marketing Lead, Availability: 25%	
Provide any licenses or certifications held by this individual.	N/A	
Provide a short description of this individual's qualifications and experience as relevant to the Scope of Services described in this RFP.	Zach develops integrated strategic communications programs using media relations, community outreach, public	

	<p>affairs and digital engagement for transportation and infrastructure initiatives. He has served as day-to-day project manager on large-scale regional transportation planning and public engagement efforts, bringing direct experience managing complex stakeholder coordination, coalition building and data-informed outreach.</p>
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Key Personnel #8		
Contact Information	Name	Robert Knoll
	Title	Senior Account Executive
	Email Address	Rknoll@swspr.com
	Phone Number	858.541.7800
How will this individual be involved in this project?		Project Support, Availability: 30%
Provide any licenses or certifications held by this individual.		N/A
Provide a short description of this individual's qualifications and experience as relevant to the Scope of Services described in this RFP.		Robert is based in Riverside County and provides strategic communications support to transportation clients across California, leveraging his background in public relations, media outreach and corporate communications. His local knowledge and communications expertise support transparent engagement and the clear translation of study findings to build understanding and support for both near- and long-term transit recommendations.

Key Personnel #9		
Contact Information	Name	Reeya Dalpati
	Title	Transit Innovator – Left Turn Right Turn Ltd
	Email Address	reeya@ltrt.ca
	Phone Number	(647) 689-5933 ext. 718
How will this individual be involved in this project?		Project Support (GIS Analyst), Availability: 30-40%
Provide any licenses or certifications held by this individual.		N/A

<p>Provide a short description of this individual's qualifications and experience as relevant to the Scope of Services described in this RFP.</p>	<p>Reeya Dalpati (B.E.S) has conducted operational and geospatial analysis, assisted community engagements, supported procurements and supported research and for transit agencies across urban and rural communities in North America.</p> <p>Reeya is familiar with the nuances of paratransit. She worked on GRT's Specialized (Paratransit) Services Business Review as well as BC Transit's Five-Year Custom Transit (paratransit) Strategy. She was a main proponent in North Grenville's Transit Feasibility and Implementation Support project as the municipality looked to expand its paratransit service. For this project she conducted the current transit needs assessment, developed transit service concepts to meet those needs, and solicited public and stakeholder feedback through several virtual engagement sessions.</p> <p>Reeya holds a Bachelor of Environmental Studies in Urban Planning with a specialization in Urban Design from the University of Waterloo and a Master of Engineering in Civil Engineering and Management (MEngCEM) from the University of Toronto.</p>
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Key Personnel #10		
<p>Contact Information</p>	Name	Brianna Jasset
	Title	Manager of Business Operations
	Email Address	Brianna.jasset@flexlynqs.com
	Phone Number	617-939-1863
How will this individual be involved in this project?	Project Support, Availability: 30%	
Provide any licenses or certifications held by this individual.	N/A	
Provide a short description of this individual's qualifications and experience as relevant to the Scope of Services described in this RFP.	Brianna focuses on leveraging data and technology to improve public transportation systems. Brianna has assisted several public agencies on	

	<p>projects ranging from zero-emission bus transition plans to innovative mobility solutions. Brianna also has experience supporting executive teams in the finance sector, overseeing critical operational functions and contributing to high-impact projects related to compliance and organizational effectiveness. Her approach is grounded in a deep understanding of how systems operate, both transit networks and the organizations behind them, and how they can be made more efficient, adaptable, and centered on the needs of their users.</p>
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