



Fargo-Moorhead Metropolitan Council of Governments

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<http://www.fmmetrocog.org>

To: MAT Coordinating Board Members
From: Fargo-Moorhead Metropolitan Council of Governments (Metro COG)
Metro Area Transit (MATBUS)
Date: May 17, 2017
RE: MAT Coordinating Board Agenda and Correspondence

**67th Meeting of the
Metro Area Transit Coordinating Board
May 17, 2017 – 8:00am
*Fargo City Commission Chambers – 200 3rd Street North, Fargo ND***

Meeting Agenda

1. Call to Order and Introductions – Kevin Hanson (Chair)
 - a. New Member Introductions
 2. Review and Action on Minutes from November 16, 2016 (**Attachment 1**)
 3. Overview of 2018 Fargo Budget – Julie Bommelman
 4. Overview of 2018 Moorhead Budget – Lori Van Beek
 5. Implementation of TDP Route Changes in Fargo and Moorhead – Lori Van Beek & Julie Bommelman
 6. Planning Studies – Michael Maddox
 - a. MATBUS Transit Facility Analysis and Development Strategy (**Attachment 2**)
 - b. Moorhead ADA Transition Plan
 7. Link FM Update – Lori Van Beek & Julie Bommelman
 8. MATBUS Operation Report - Lori Van Beek & Julie Bommelman (**Attachment 3**)
 9. Other Business
-

Questions, comments or concerns prior to the meeting can be directed to Michael Maddox (701.232.3242 x33; maddox@fmmetrocog.org).

People with disabilities who plan to attend this meeting and need special arrangements should contact Michael Maddox at Metro COG (701.232.3242 Ext. 33), at least two days before the meeting to make arrangements.

**66th Meeting of the
Metro Area Transit Coordinating Board
March 1st, 2017
Fargo Commission Chambers**

Members Present:

Jim Aasness, Dilworth City Council
Melissa Fabian, Moorhead City Council
Tony Grindberg, Fargo City Commission
Paul Grindeland, Valley Senior Services
Kevin Hanson, Chair
Teresa Stolfus, M|State
Sara Watson-Curry, Moorhead City Council
Larry Weil, West Fargo City Commission
Samantha Westrate, Concordia College

Members Absent:

Brenda Amenson-Hill, MSUM
Tony Gehrig, Fargo City Commission
Brit Stevens, NDSU

Others Present:

Lori Van Beek, City of Moorhead
Julie Bommelman, City of Fargo
Matthew Peterson, City of Fargo
Michael Maddox, Metro COG

1. Call to Order and Introductions

Chair Hanson called the meeting to order at 8:00 AM. A quorum was present.

2. Review and Action on Minutes from March 1st, 2017.

A motion to approve the minutes was made by Mr. Aasness, and seconded by Ms. Watson-Curry.
Motion was carried unanimously.

3. MnDOT Grant Applications for Extended Service

Lori Van Beek presented the MnDOT Grant Applications for Extended Service. The State of Minnesota is encouraging transit systems to provide more service. Minnesota is offering a new program: MnDOT Pilot Program for Service Expansion. This will provide grants for expansion, and providing 100% of the cost for two years, after the two years, the transit authorities will take over the local share matches (20% fixed route, 15% paratransit). The first draft of the grant application is due Friday, March 3rd, and the final draft due March 15th. The final draft will be taken to Moorhead City Council on March 13th, for approval and submission to MnDOT.

A preliminary list of projects has been assembled by MATBUS and partners, to include (ranked in order of higher necessity): Sunday Service, Addition of Personnel, Evening Geographic Coverage, Expansion Vehicle Equipment, Expansion Vehicle, Shelter Relocation, Shelter Purchase and Installation, and Consultant Analysis.

Chair Hanson asked if there was a dollar limit for the application. Ms. Van Beek responded that there is not a dollar limit, however, all projects may not be selected. There are a number of agencies applying as well.

Chair Hanson also questioned the Sunday Service, it is known to be listed in the TDP, but has there been greater demand by riders for this service? Ms. Van Beek stated that Sunday Service was the number one requested service, as provided by surveys.

Recommend to the Moorhead City Council approval of a grant application to the State of Minnesota under the Pilot Program for Service Expansion.

A motion was made by Ms. Watson-Curry, and seconded by Ms. Fabian.

Motion was carried unanimously.

4. Moorhead Colleges Memorandum of Understanding

MS. Van Beek presented the Moorhead College Memorandum of Understanding. The colleges in Moorhead have been in contact with the City of Moorhead looking to update the U-Pass contracts. Ms. Van Beek states that they are behind schedule with trying to get this through. The last Memo of Understanding has now expired, and was never finalized, however the memo was followed. The new contract only has slight changes from the previous version. The memo states that 30% of the fare of revenue is paid by the colleges, and this will continue to the contract of 2017-2018. Ridership was lower, so the U-Pass membership will be less than previous years. A draft will be submitted to the colleges, and a fee schedule finalized.

No motion.

5. LinkFM Report

Ms. Bommelman presented the LinkFM Report. The cities of Fargo and Moorhead have suggested that the responsibilities of the Downtown Transit Subcommittee to be taken over by the MAT Coordinating Board.

Ms. Bommelman also provided an updated report of the LinkFM service.

A discussion of the Removal of Free Transfers was held. Ms. Bommelman reported staggering free transfer information. The program was first released as a promotional tool to boost ridership.

Ms. Van Beek presented an update on the LinkFM Shelter Lighting.

Ms. Bommelman presented an update on route paths.

Recommend to approve the transfer of responsibilities of the Downtown Transit Circular Subcommittee to the MAT Coordinating Board effective immediately.

A motion was made by Mr. Aasness, and seconded by Ms. Watson-Curry.

Motion was carried unanimously.

Recommend the removal of Free Transfers from the LinkFM.

A motion was made by Mr. Grindeland, and seconded by Mr. Aasness.

Motion was carried unanimously.

6. MATBUS Transit Route Planning Software Purchase RFP

Michael Maddox presented the Transit Route Planning Software Purchase request for proposals. Mr. Maddox provided a quick description and history of events leading up to the presentation of this RFP. The Metro COG Transportation Committee and Policy Board have both approved the RFP for release. The subscription-based service is CPG eligible, and has been approved for a one-year subscription at this time, with longer subscription periods may provide a discount.

Recommend to approve the

A motion was made by Mr. Weil., and seconded by Ms. Watson-Curry.

Motion was carried unanimously.

7. MATBUS Transit Hub Analysis and Development Strategy

Michael Maddox presented on the Transit Hub Analysis Development Strategy project. Currently, the West Acres Mall serves as a major transit hub. The West Acres management company has suggested the removal of the transit hub from West Acres. Significant federal funding has been put into renovations, which may be a complication should the removal proceed. The RFP for this project outlines an analysis of the West Acres hub, as well as research on other possible locations. Metro COG has allotted \$250,000 of CPG for this study. Ms. Van Beek explained that local match has not been attained for 2017 to do an analysis on the Moorhead side, but if the West Acres analysis is done first, the project will most likely carryover into 2018, making local match possible.

Recommend to approve the MATBUS Transit Hub Analysis and Development Strategy RFP

A motion was made by Mr. Aasness., and seconded by Ms. Stolfus.

Motion was carried unanimously.

8. Sanford Medical Center Transit Route and Service to Costco

Julie Bommelman presented on a Sanford Medical Center Transit Route and service to Costco. With the construction of the new Sanford medical center in southwest Fargo, a new bus route will be implemented. The route will also have a stop at the Costco in West Fargo, as well as the various hotels located around the new medical center.

Larry Weil mentioned that a lot of comments from the West Fargo community have been asking for transit service in West Fargo, so this should be a welcome addition.

No action at this time, this is for informational purposes.

9. NDDOT Capital 5339 and 5310 Grant Applications

Julie Bommelman presented the NDDOT Capital 5339/5310 Grant Applications. The grant process was previously split between spring and fall seasons. The process has now been streamlined to both application processes taking place this spring. Priorities for grant projects would be fixed-route bus replacement, GTC facility updates, and potential bike share updates.

Recommend to approve the grant requests to the State of North Dakota for 5339/5310 capital funding in 2018.

A motion was made by Mr. Weil., and seconded by Ms. Watson-Curry.

Motion was carried unanimously.

10. Discussion on Route 5 Alternative

Ms. Van Beek presented an update on Route 5. The November 2016 MAT Coordinating Board discussed the detour route set up during the construction on 8th street. Since then there have been some issues with neighborhood complaints, the rerouting of the MState stop, and the addition of a signal at 37th Avenue.

11. MATBUS Ridership Reports December 2016

Matt Peterson presented the ridership reports for 2016. There was a 6.31% drop in ridership for the 2016 year, in comparison to the 2015 year. The reports were broken into quarters so marketing promotions could be tracked. There is different coding to track ridership of special events such as ESPN Game Day, Hjemkomst events, and the Unglued festival. Ms. Bommelman pointed out the low fuel prices and bike share programs may contribute to the small drop in ridership.

12. Other Business

No other business was addressed.

FARGO-MOORHEAD
METROPOLITAN COUCIL OF GOVERNMENTS

REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2017#004

MATBUS Transit Facility Analysis and Development Strategy

May 2017

REQUEST FOR PROPOSALS (RFP)

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) requests proposals from qualified consultants for the following project:

MATBUS Transit Facility Analysis and Development Strategy

Qualifications-based selection criteria will be used to analyze proposals from responding consultants. Upon completion of technical ranking, interviews, and possible discussion with candidate consultants, Metro COG will enter into negotiations with the top ranked firm. Sealed cost proposals shall be submitted with the RFP. The cost proposal of the top ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. Metro COG reserves the right to reject any or all submittals. This project is eighty (80) percent federally funded. The project has a not to exceed budget of \$250,000 dollars.

Interested firms can request a full copy of the RFP by telephoning 701.232.3242, or by email: leach@fmmetroco.org. Copies will be available for download in PDF format at www.fmmetroco.org and www.dot.nd.gov.

All proposals received by 4:30 p.m. on Tuesday, May 30, 2017 at the Metro COG office will be given equal consideration. Minority, women-owned, and disadvantaged business enterprises are encouraged to participate. Respondents must submit ten (10) copies of the proposal. The full length of each proposal should not exceed twenty (20) double-sided pages for a total of forty (40) pages; including any supporting material, charts, or tables.

Hard copies of technical and/or cost proposals should be shipped to ensure timely delivery to the contact as defined below:

Michael Maddox, AICP
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102-4807
maddox@fmmetroco.org

Fax versions will be not accepted as substitutes for the hard copies. Once submitted, the proposals will become the property of Metro COG.

Note - This document can be made available in alternative formats for persons with disabilities by calling Savanna Leach, Executive Secretary at 701.232.3242

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Exhibit A – Cost Proposal Form

Exhibit B – Debarment and Suspension Certification

Exhibit C – Certification of Restriction on Lobbying

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) requests proposals from qualified firms to analyze existing transit hub locations including the operations surrounding those hubs, develop future locations of additional transit hubs where service would expand, examine the special needs of the MATBUS transit garage, identify needed improvements to existing facilities/hubs, and determine locations for transit shelters. Metro COG (hereafter referred to as the Client) intends that this study will help identify needs related to current MATBUS facilities as well as the projected needs for future facilities (to include all types of transit facilities: hubs, shelters, garage, etc).

All applicants meeting the deadline for submittal will receive consideration. Selection criteria will follow a qualifications-based review process to analyze proposals from responding firms. Qualified firms will be short-listed according to their ability to satisfactorily complete the objectives of the study.

Qualified firms will be asked to participate in an interview to demonstrate the ability of their firm to meet the needs of the Client. Upon completion of technical ranking, telephone interviews and possible discussion with candidate consultants, the Client will enter into negotiations with the top ranked firm.

This project will be funded in part with Federal transportation funds. The contract budget has a **not-to-exceed budget of \$250,000**. The selected firm shall develop a project schedule with project completion within one (1) year and present its findings in the form of a written plan within that timeline. All project invoices should be submitted monthly to the Client and the final invoice should be submitted no later than one (1) month after project completion.

Fax versions will be not accepted as substitutes for the hard copies. Once submitted, the proposals will become the property of the client.

This document can be made available in alternative formats for persons with disabilities by calling **Savanna Leach, Metro COG Executive Secretary, at 701.232.3242**.

I. PURPOSE OF REQUEST

As part of the regional transportation planning process, the Fargo-Moorhead Metropolitan Council of Governments (Metro COG), in coordination with Metro Area Transit (MATBUS), is seeking proposals from qualified consulting firms with the experience and resources necessary to conduct a transit facility analysis for the region. The purpose of this Request for Proposals (RFP) is to analyze the location of current MATBUS transit hubs and prepare a development strategy for the relocation or improvement to existing transit hubs as well as the addition of new transit hubs, which anticipate future system expansion. In addition, MATBUS wishes this analysis to include all of its facilities, with special deference paid to the transit garage.

II. PROJECT BACKGROUND

Metro Area Transit is currently the function of two separate municipal departments within the City of Fargo, North Dakota and the City of Moorhead, Minnesota. Over the past few decades, the City of Fargo and the City of Moorhead have entered into several agreements, both formal and informal, to assist in the operation of various elements of MATBUS. Some of these agreements have been specifically drafted to set forth a cost sharing/allocation plan for the distribution of costs related to major transit system expenditures. Significant MATBUS operating agreements include the Metro Transit Garage, MAT Paratransit, and the Ground Transportation Center.

In December 2016, Metro COG completed the 2016-2020 Transit Development Plan (TDP). The TDP establishes MATBUS' vision for public transportation, assesses needs, and identifies a framework for program implementation. The TDP considers both long-range and short-range strategies and actions to better enable the development of an integrated multimodal transportation system that efficiently moves people and addresses transportation demands.

The MATBUS Transit Facility Analysis and Development Strategy is anticipated to build upon prior work of the 2016-2020 TDP and other applicable planning documents and studies that have occurred in the region.

The following are a list of current transit facilities in the area:

West Acres Transit Hub - During the development of the 2016-2020 Transit Development Plan (TDP), a new hub and spoke philosophy was proposed. The main transit hubs in the region are the Ground Transportation Center (GTC), West Acres Mall, and the Marriott Hotel in Moorhead. The management of West Acres Mall approached MATBUS about their desire to move the transit hub from its current location, to an alternate location detached from the mall proper.

The possible relocation of this hub could also have an impact on MAT Paratransit service. It is unknown what percentage of current riders would need door-to-door service if the hub were not attached to West Acres Mall. MATBUS also does not know whether the mall is a destination for riders, or whether riders are transferring to other buses. MATBUS will provide boarding/lighting/transfer information generated from GTFS data; however, the consultant will need to determine, through public engagement, the activities transit riders partake in at West Acres Mall e.g. shopping, work, transfer to other routes, etc. This information could affect

how MATBUS provides service to West Acres Mall and whether the hub could be relocated off Mall property.

One of the objectives would be to study the mall property to determine where a transit hub would be feasible. This would include documenting all necessary requirements to move the current transit hub to a location within or adjacent to the mall property. This would include ADA pathways or other amenities that would provide for a safe transition between the hub and the Mall proper. The current West Acres Transfer Facility as well as strengthening of the internal roadway network was paid for with FTA funds and therefore must be dispensed according to federal procedures. This process will need to be investigated as part of this plan.

GTC - The GTC is the main transit hub for MATBUS, providing a location where most Moorhead and Fargo routes pulse out of every half hour. This hub was constructed in 1984 and is in need to be upgraded, especially as the transit system grows.

Operations at this facility need to be studied in order to determine any needs as well as looking at the building itself for opportunities to upgrade the facility. NP Avenue, which provides access to the facility, is slated to be reconstructed within the next few years. An objective of this study would be to determine the impacts of the new roadway cross-section on operations at the GTC. This could include making recommendations for street improvements to accommodate buses.

Moorhead Marriott Transfer Hub - Currently, MATBUS has an informal hub in the public right of way adjacent to the Moorhead Marriott, which is utilized to make connections to/from routes 1, 2, 3, and 5. This provides riders with options to access Concordia College, Minnesota State University - Moorhead (MSUM), and Minnesota State Technical and Community College as well as accessing southern and eastern Moorhead without having to return to the GTC.

An objective of the study is to analyze the current operations of the Marriott transfer hub focusing on the adequacy of the site, how bus operations could change to save travel time, and if alternate areas would provide a more convenient location for a transfer hub.

New Transit Hub(s) - As the region grows, MATBUS realizes that the transit system must grow as well. The 2016-2020 TDP looked at new transit service such as: routes to West Fargo (south of I-94), possibility of commuter service, and the need for service at areas that are now at the fringe but are developing quickly i.e. Horace. The objective is to identify locations where transit hubs would be viable, taking operations into account.

MATBUS Transit Garage - As the transit system expands, additional office space and additional room for bus storage will be necessary. The current facility was constructed in 2007 and since then the expansion of transit service in the Fargo Moorhead region has created space deficiencies, namely office space for staff, employee parking, and space to store the bus fleet. The objective would be to analyze how the transit garage should expand on-site or identifying the need to utilize adjacent city-owned parcels.

Transit Shelters - With the expansion of the transit system, purposed route modifications, and new ridership information, MATBUS is looking for direction in the placement of transit shelters

on their system. This analysis will comprise of a small portion of the overall project scope. However, the consultant should utilize GTFS data developed as part of the TDP to select locations where transit shelters could be placed. This may include the review of existing criteria to determine where shelters should be placed.

III. PROJECT OBJECTIVES

- 1) Identify broad areas where future transit hubs may need to be located based upon development patterns within the region;
- 2) Identify improvements to existing transit hubs and facilities;
- 3) Analyze the capacity needs and the expansion opportunity for the MATBUS transit garage;
- 4) Analyze the placement, condition, and amenities of other transit facilities such as transit shelters;
- 5) Evaluate existing and planned transportation uses including transit, freight, pedestrian, bicycle, and general traffic;
- 6) Evaluate existing facility features and community visions for future facility needs, including previous facility and transportation planning studies;
- 7) Develop 2020 and 2040 hub alternatives including conceptual plans and preliminary projects;
- 8) Work with stakeholders to develop a hub plan that will be the focus of the final development strategy; and
- 9) Provide a growth plan for the Municipal Transit Garage (MTG)

IV. SCOPE OF WORK

The successful firm will demonstrate their ability and expertise in completing the following project steps:

0. Project Management
 - a. The consultant shall set up biweekly progress meetings with the Client.
 - b. The consultant shall develop and adhere to an aggressive project schedule with significant project completion within one (1) year of award.
 - c. The consultant shall develop a project keystones and deliverables checklist denoting significant project benchmarks as well as deliverables that are due to the Client within each task.
 - d. The consultant shall provide the Client with monthly invoices recording hours spent by each project staff member, description of work tasks, and expenses incurred.
1. Public Participation
 - a. Within the proposal, the consultant shall specifically detail the steps to which they will take to solicit public input for the study. This shall include the number of public meetings, number of Study Review Committee (SRC) meetings, and the number of stakeholder meetings. The consultant should also detail public engagement methods the firm would employ.

- b. At the outset of the project, the consultant shall prepare a public engagement memorandum specifically listing the efforts it will employ at each of the public involvement steps. This will be done in a collaborative effort with the consultant and the Client. Modifications to this mantra made throughout the course of the plan should be amended into this document as the project progresses.
 - c. The consultant will be responsible for public notification requirements (can be referenced from the Metro COG Public Participation Plan) and those public notification requirements negotiated as part of the contract.
2. Transit Hub Analysis
- a. The consultant shall prepare an analysis of the location and operations surrounding each of the aforementioned transit hubs. The consultant will work with the Client to delve into the specific issues of each transit hub location. This effort may require in-person meetings and/or site visits in order to address any problems or vet solutions.
 - b. The consultant may rely upon data sets such as General Transit Feed Specification (GTFS), boarding and lightings, and route network maps generated by the Client.
 - c. The consultant shall prepare a rigorous ridership, Title VI, and Environmental Justice (EJ) impact report per Federal Transit Administration (FTA) standards for scenarios that relocate existing hubs.
 - d. The consultant should take into account various transit philosophies/services such as Transit-Oriented Development (TOD) and park and ride when analyzing future hub needs.
3. Transit Facility Analysis
- a. The consultant will determine the overall size of the fleet given a twenty (20) year growth horizon. This shall determine the capacity needs for an expanded transit garage.
 - b. The consultant will analyze and document the availability of lands adjacent to the transit garage for expansion. This will include documentation of how much land will be required for expansion concepts, how operations on the site will be impacted, addition of parking stalls, and shall identify estimated costs of all alternatives.
 - c. The consultant will study the placement of shelters throughout the region to determine the adequacy of the shelters, any amenities that should be added to specific shelter locations, the placement of shelters at additional locations, ADA pathways and lighting, the necessity for alternative shelter designs, or the relocation of shelters to more productive areas. This will take into account the planned expansion of the transit network as well as a twenty (20) year forecast of transit service, and the results from the hub analysis.
 - d. The consultant will establish criteria for the expansion facility and shall include sketch plans of all facility concepts for both on-site and off-site expansion options.
4. Site Requirements

- a. The consultant shall prepare recommendations for the conceptual layout of new transit hubs. This shall include:
 - i. Minimum lot size requirements for various types of facilities
 - ii. Amount of space needed to handle operations, staffing, or other community needs, such as meeting rooms, police sub-station, etc
 - iii. Pavement improvement needs
 - iv. Operations of the purposed hub or operational improvements recommended
 - v. ADA accessibility
 - vi. Pathways to adjacent destinations
 - vii. New or improved roadway accesses
 - viii. Costs associated with these improvements
- b. The consultant shall identify suitable locations where transit hubs could be located/relocated.

5. Documentation

- a. The consultant shall prepare a document detailing the information obtained within the study. This shall include an executive summary for quick reference.
- b. The consultant shall append all public comments and a summary of public participation efforts to the plan.
- c. The consultant shall provide twenty-five (25) copies of the final plan.

V. IMPLEMENTATION SCHEDULE

Selection Schedule

Advertise for Proposals	May 8, 2017
Due Date for Proposal Submittals (by 4:30 pm)	May 30, 2017
Review Proposals/Identify Finalists	June 2, 2017
Interview Finalists/Contract Negotiations	June 5-9, 2017
Approval and Contract Execution	July 2017 (tentative)
Notice to Proceed	One day following completion of QBS process

VI. EVALUATION AND SELECTION PROCESS

- 1. **Selection Committee.** The Client has established a selection committee to review the proposals and evaluate potential vendors. The committee consists of officials from Metro COG, and MATBUS.

The selection process will be administered under the following criterion:

- 20% - The expertise in transit planning, background, and prior examples of like work of project staff.
- 20% - The consultant’s individual approach in completing the public participation component.
- 50% - Description of the approach the consultant will take in addressing Tasks 2-3.
- 10% - The ability of the consultant to provide personnel to accomplish the goals of the plan (workload).

The selection committee will entertain in-person presentations for the top candidates to provide additional input and help guide the evaluation process. The presentations may be followed by a question and answer period during which the committee may ask the prospective vendors additional questions about their project approach. The Client may entertain questions prior to the proposal due date that would serve to clarify the intent of this RFP; however, the Client reserves the right to refrain from answering any question that discusses knowledge specific to transit operations and issues that will be investigated as part of the study.

The Client reserves the right to reject any or all proposals or to waive minor irregularities in said proposal, and reserves the right to negotiate minor deviations to the proposal with the successful vendor. The Client reserves the right to award a contract to the firm that presents the proposal, which, in the sole judgement of the Client, best accomplishes the desired results.

The RFP does not commit the Client to award a contract, to pay any costs incurred in the preparation of the contract in response to this request or to procure or contract for services or supplies. The Client reserves the right to withdraw this RFP at any time without prior notice.

All proposals, whether selected or rejected, shall become the property of the Client.

VII. PROPOSAL CONTENT

The purpose of the proposal is to demonstrate the qualifications, competence, and ability of vendors to provide a MATBUS Transit Facility Analysis and Development Strategy study to the Client within the requirements of the RFP. The proposal must address each of the data specifications listed in the Tasks section of this RFP.

The Client is asking qualified vendors (bidders must be prequalified by the NDDOT - <https://www.dot.nd.gov/business/bidrequirements.htm>) to supply the following information. Please include all requested information in the proposal to the fullest extent practical.

1. **Contact Information.** Name, telephone number, email address, mailing address and other contact information for the vendor's point of contact.
2. **Introduction and Executive Summary.** This section shall document the firm name, business address (including telephone, FAX, email address(es), year established, type of ownership and parent company (if any), point of contact name, and any major facts, features, recommendations or conclusions that may differentiate this proposal from others, if any).
3. **Overview of Vendor's Project Approach.** Proposals shall address the items listed within the Tasks section of this RFP. The vendor shall provide three (3) related precedent transit studies that were completed by the vendor that would be of particular relevance to the proposed study. The vendor should include the organization that the precedent studies contracted with as well as the contact information of a reference from either the transit agency or the organization itself.
4. **Team Organization and Staff Profiles.** Proposals shall include all the background and expertise of each staff person who will be working on the project. The project manager should specifically be designated. An organizational chart showing the hierarchy of

project staff members within the organization should be included as well. This shall include a listing of all projects staff is currently assigned and their respective availability (represented as a percentage of time they have available).

5. **Signature.** Proposals shall be signed in ink by an authorized member of the firm.
6. **Attachments.** Review, complete, and submit the completed versions of the following RFP Attachments with the proposal:

Exhibit B – Debarment of Suspension Certification

Exhibit C – Certification of Restriction on Lobbying

VIII. SUBMITTAL INFORMATION

Hard copies of technical and cost proposals should be shipped to ensure timely delivery to:

Michael Maddox, AICP
 Fargo-Moorhead Metropolitan Council of Governments
 Case Plaza, Suite 232
 One 2nd Street North
 Fargo, ND 58102
 maddox@fmmetrocog.org

All proposals received by **4:30 p.m. on May 30, 2017** will be given equal consideration. Minority, women-owned, and disadvantaged business enterprises are encouraged to participate. Respondents must submit ten (10) hard copies and one Adobe Acrobat (.pdf) copy of the proposal. The body of written length of the proposal should not exceed twenty (20) double-sided pages for a total of forty (40) pages. Supporting material, including graphics, charts, or tables may be included as appendices to the proposal.

The vendor may ask for clarifications of the RFP by submitting written questions to Michael Maddox, Fargo-Moorhead Metro COG, at maddox@fmmetrocog.org. The Client reserves the right to decline a response to any question if, in the Client's assessment, the information cannot be obtained and shared with all potential vendors in a timely manner.

IX. GENERAL RFP REQUIREMENTS

Debarment of Suspension Certification and Certification of Restriction on Lobbying. Respondents must attach signed copies of Exhibit A – Debarment of Suspension Certification and Exhibit B – Certification of Restriction on Lobbying within the sealed cost proposal.

Respondent Qualifications. Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent whom is engaged in any work that would impair his/her ability to perform or finance this work.

Disadvantaged Business Enterprise. Pursuant to Department of Transportation policy and 49 CFR Part 23, NDDOT supports the participation of DBE/MBE businesses in the performance of

contracts financed with federal funds under this RFP. Consultants shall make an effort to involve DBE/MBE businesses in this project. If the consultant is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in North Dakota shall be included within the proposal. If the consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the subcontractor's certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within the proposal. Respondents should substantiate (within proposal) efforts made to include DBE/MBE businesses.

1. **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Applicants to this Request for Proposal are required to follow procedures contained in the Federal Standard Form 330. Copies of this form are available on the NDDOT website at:
<https://www.dot.nd.gov/business/consultants.htm>

X. CONTRACTUAL INFORMATION

1. The Client reserves the right to reject any or all proposals or to award the contract to the next most qualified firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal. The Client will not pay for any information contained in proposals obtained from participating firms.
2. The Client reserves the right to request clarification on any information submitted and additionally reserves the right to request additional information of one (1) or more applicants.
3. Any proposal may be withdrawn up until the proposal submission deadline. Any proposals not withdrawn shall constitute an irrevocable offer for services set forth within the RFP for a period of ninety (90) days or until one or more of the proposals have been approved by the Client.
4. If, through any cause, the firm shall fail to fulfill in a timely and proper manner the obligations agreed to, The Client shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
5. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the Client and shall contain, as a minimum, applicable provisions of the Request for Proposals. The Client reserves the right to reject any agreement that does not conform to the Request for Proposal and any Client requirements for agreements and contracts.
6. The firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Client.

XI. PAYMENTS

The selected consultant will submit invoices for work completed to Metro COG. Payments will be made to the consultant by Metro COG in accordance with the contract after all required services, and items identified have been completed to the satisfaction of the Client.

XII. FEDERAL AND STATE FUNDS

The services requested within this RFP will be partially funded with funds from the Federal Highway Administration (FHWA). As such, the services requested by this RFP will be subject to federal and state requirements and regulations.

The services performed under any resulting agreement shall comply with all applicable federal, state, and local laws and regulations. In addition, this contract will be subject to the requirements of 49 CFR 18. Cost eligibility/requirement will be subject to 48 CFR 31.2.

XIII. TITLE VI ASSURANCES

Prospective vendors should be aware of the following contractual (“contractor”) requirements regarding compliance with Title VI should they be selected pursuant to this RFP:

- a. **Compliance with Regulations.** The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).
- b. **Nondiscrimination.** The Contractor, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations to the Client and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.
- d. **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so

certify to the North Dakota Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

- e. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions as outlined herein, the North Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies; or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Title VI Provisions. The Contractor shall include the provisions of Section XII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as NDDOT or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request NDDOT enter into such litigation to protect the interests of NDDOT and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

** The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

XIV. TERMINATION PROVISIONS

Metro COG reserves the right to cancel any contract for cause upon written notice to the Contractor. Cause for cancellation will be documented failure(s) of the Contractor to provide services in the quantity or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or Metro COG.

Metro COG may cancel or reduce the amount of service to be rendered if there is, in the opinion of Metro COG, a significant increase in local costs; or if there is insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, Metro COG may give a minimum of 30 days' notice to terminate this agreement/contract and have no further obligation to the Contractor.

In the event of any termination, Metro COG shall pay the agreed rate only for services delivered up to the date of termination. Metro COG has no obligation to the Contractor, of any kind, after

the date of termination. Contractor shall deliver all records, equipment and materials to Metro COG within 24 hours of the date of termination.

XV. LIMITATION ON CONSULTANT

All reports and pertinent data or materials are the sole property of Metro COG and may not be used, reproduced or released in any form without the explicit, written permission of Metro COG.

The Consultant should expect to have access only to the public reports and public files of local governmental agencies and NDDOT in preparing the proposal or reports. No compilation, tabulation or analysis of data, definition of opinion, etc., should be anticipated by the Consultant from the agencies, unless volunteered by a responsible official in those agencies.

XVI. CONFLICT OF INTEREST

No consultant, subcontractor or member of any firm proposed to be employed in the preparation of this proposal shall have a past, ongoing or potential involvement which could be deemed a conflict of interest under North Dakota Century Code or other law. During the term of this Agreement, the consultant shall not accept any employment or engage in any consulting work that would create a conflict of interest with Metro COG or NDDOT, or in any way compromise the services to be performed under this agreement. The consultant shall immediately notify Metro COG and NDDOT of any and all potential violations of this paragraph upon becoming aware of the potential violation.

XVII. INSURANCE

The successful firm or individual shall provide evidence of insurance prior to the execution of the contract.

XVIII. FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS.

Prospective consultants should be aware of the following requirements regarding compliance with FTA federal clauses should they be selected pursuant to this RFP:

1) No Government Obligation to Third Parties.

- a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2) Program Fraud & False or Fraudulent Statements & Related Acts.

- a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, Program Fraud Civil Remedies, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3) Access to Records.

- a) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(I), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives,

including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

- c) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
 - d) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purpose of conducting an audit and inspection.
 - e) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - f) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of the litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I)(11).
- 4) **Federal Changes.** The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
- 5) **Civil Rights Requirements (EEO, Title VI & ADA).** The following requirements apply to the underlying contract:
- a) **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as

amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b) **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying contract:

- i. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of labor, 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, Equal Employment Opportunity, as amended by Executive Order No. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementation requirements FTA may issue.
- ii. **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- iii. **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing

requirements FTA may issue.

- c) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- 6) **Incorporation of FTA Terms.** The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, 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 Purchaser requests which would cause the Purchaser to be in violation of the FTA terms and conditions.
- 7) **Energy Conservation.** The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).
- 8) **Termination Provisions.**
- a) Metro COG reserves the right to cancel any contract for cause upon written notice to the Contractor. Cause for cancellation will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or Metro COG.
 - b) Metro COG may cancel or reduce the amount of service to be rendered if there is, in the opinion of the Client, a significant increase in local costs; or, in the opinion of the Client, insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, Metro COG will notify the Contractor in writing ninety (90) days in advance of the date such actions are to be implemented.
- In the event of any termination, Metro COG shall pay the agreed rate only for services delivered up to the date of termination. Metro COG has no obligation to the Contractor, of any kind, after the date of termination. Contractor shall deliver all records, equipment and materials to the CITY within 24 hours of the date of termination.
- 9) **Debarred, Suspended, or Ineligible Contractors.** The Contractor certifies that his/her firm is not included on the U.S. Comptroller General's or General Services Administration's Consolidated List of Persons or Firms Currently Debarred or Suspended for Violations of Various Public Contracts Incorporating Labor Standards.

10) Breach of Contract and Dispute Resolution.

- a) Disputes will be presented in writing to the Metro COG Project Manager. Metro COG personnel and the Contractor will attempt to resolve any dispute arising in the performance of the Contract.

If Metro COG and the Contractor cannot resolve the dispute, the issue will be presented in writing to the Metro COG Executive Director within ten [10] working days of dispute. If the dispute cannot be resolved by the Executive Director, it will be submitted in writing within ten [10] working days of the Metro COG Executive Director's decision to the Metro COG Policy Board or Executive Committee. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

The decision of the Metro COG Policy Board or Executive Committee shall be binding upon the Contractor and the Contractor shall abide by the decision.

- b) Unless otherwise directed by the Client, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c) Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- d) Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Client and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the applicable state.

11) Lobbying Restrictions. The Proposer certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence 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 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.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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.

- c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

12) Clean Air.

- a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13) Clean Water.

- a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- 14) Fly America Requirements.** 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 subrecipients 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.

- 15) **Nonconstruction Employee Protection – Contract Work Hours & Safety Standards Act.** The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provision Applicable to Nonconstruction Contracts Subject to the Contract Work hours and Safety Standards Act)," 29 CFR Part 5.
- 16) **Patent Rights.** The following requirements apply to each contract involving experimental, developmental, or research work:
- a) If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
 - b) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 - c) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 17) **Rights in Data and Copyrights.** The following requirements apply to each contract involving experimental, developmental or research work:
- a) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory.

Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

- b) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
- i. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - ii. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.
 - iii. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be

delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

- iv. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
 - v. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 - vi. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
 - vii. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- c) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.* , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

- d) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

18) **Disadvantaged and Small Business Enterprise.** In connection with the performance of this service, the Contractor will cooperate with the Purchaser in the utilization of disadvantaged business enterprises including women-owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by the Purchaser for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the Purchaser with the necessary certification and records for reporting purposes. The majority of the contract is labor, which is not a contracting opportunity.

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 the Cities 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 will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

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 the Purchaser. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The Contractor must promptly notify the Purchaser 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 the Purchaser.

Fostering Small Business Participation

The Purchaser has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business

enterprises (SBE)/ participation in contracting with the Purchaser. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.

- 19) **Prompt Payment and Return of Retainage.** Pursuant to 49 CFR 26.29, for each covered prime contract issued by the Purchaser with support from FTA funds, the prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen calendar days from the receipt of each payment the prime contractor receives from the Purchaser. The prime contractor agrees further to return retainage payments to each subcontractor within fourteen calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Purchaser.

Exhibit A – Cost Proposal Form

Cost Proposal Form – Include completed cost form (see below) in a separate sealed envelope – labeled “**Sealed Cost Form – Vendor Name**” and submit with concurrently with the technical proposal as part of the overall RFP response. The cost estimate should be based on a not to exceed basis and may be further negotiated by Metro COG up identification of the most qualified contractor. Changes in the final contract amount and contract extensions are not anticipated.

REQUIRED BUDGET FORMAT Summary of Estimated Project Cost

1.	Direct Labor	Hours	x	Rate	=	Project Cost	Total	
	Name, Title, Function	0.00	x	0.00	=	0.00	0.00	
			x		=	0.00	0.00	
			x		=	0.00	0.00	
				Subtotal	=	0.00	0.00	
2.	Overhead/Indirect Cost (expressed as indirect rate x direct labor)						0.00	0.00
3.	Subcontractor Costs						0.00	0.00
4.	Materials and Supplies Costs						0.00	0.00
5.	Travel Costs						0.00	0.00
6.	Fixed Fee						0.00	0.00
7.	Miscellaneous Costs						0.00	0.00
Total Cost					=	0.00	0.00	

Exhibit B - Debarment or Suspension Certification

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-255, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined in 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this order. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor _____

Signature of Authorized Official _____ Date ___ / ___ / ___

Name & Title of Contractor's Authorized Official _____

Exhibit C - Certification of Restriction on Lobbying

I, _____ hereby certify on
(Name and Title of Grantee Official)

behalf of _____ that:
(Name of Bidder / Company Name)

- 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 any agency, a Member of Congress, and 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.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence 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 the 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.
- 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 U.S. Code 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder / Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____ / ____ / ____

(Title of authorized official)

Memorandum



To: MAT Coordinating Board

From: Julie Bommelman, Fargo Transit Director
Matthew Peterson, Fargo Assistant Transit Director

Date: May 16, 2017

Re: *2017/2018 Fargo Transit Budget Overview*

The City of Fargo Transit Department has identified the following *capital* needs, in priority order, for FY 2018 budget purposes:

- Continue with vehicle replacements to get the replacement cycle back on schedule. The current fleet is listed on the attachment, there are three 2004 Gilligs two years beyond their useful life expectancy which need to be replaced as funding becomes available (in 2018 they will be 14 years old); the 2002 Gilligs plus one 2004 Gillig will be replaced in early 2018 (federal funding has been secured – federal share \$1,888,000, local share of \$472,000 will be required).
- Replacement of the batteries in the two 2011 Fargo hybrid diesel-electric buses. Batteries have an anticipated life expectancy of approximately seven years. Estimated total cost is \$95,000 (\$76,000 federal and \$19,000 local).
- Purchase of at least one replacement transfer vehicle as the existing ones far exceed their useful life and the vehicles are required for transfer of drivers between routes/shifts and road supervision. Each vehicle costs \$24,000 total. \$19,200 federal and \$4,800 local per vehicle.
- Purchase of 10 additional shelters (depending on available funding) for placement in high demand areas in West Fargo (West Fargo will cost participate by paying the local share of 20%) and on the new routes. Estimated total cost is \$75,000 (\$60,000 federal and \$15,000 local).
- Replacement of the entire security camera system at the Metro Transit Garage – the system is original to the building (2007) and has exceeded its useful life. Estimated total cost is \$80,000 (\$64,000 federal and \$16,000 local).
- Replacement of trash receptacles at various shelters due to the age and condition of the existing receptacles. Estimated total cost is \$40,000 (\$32,000 federal and \$8,000 local).
- Implementation of recommendations from the Facility Analysis – i.e. Architecture and Engineering services to develop plans so as funding becomes available, we are positioned to exercise opportunities.

Anticipated changes impacting *Operating and Planning* for FY 2018 budget:

Local share – Remix Planning Software \$17,500 x 20% local = \$3,500 (Moorhead 1/3 = \$1,166.67; Fargo 2/3 = \$2,333.33)

Annual license local share for Remix planning software.

Add the local share of planning study for the Facility Analysis.

Increase in technical support for the fleet maintenance software.

Increase in annual technical support for the Routematch software of 4.5%.

Increase of 2% overall for First Transit agreement – there will also be increases in revenue hours and costs for the addition/realignment of various routes. Some of the increased costs will be offset by the cost-sharing with the City of West Fargo for 2 routes.

Additional SharePoint module - InfoWise (\$3,000).

Costs of performing college surveys.

Increased costs to the custodial contract, which was rebid and renewed this year.

Increased costs to the shelter cleaning contract, which was rebid and renewed this year.

Anticipate increased costs to the shelter snow removal contract, which expires at the end of this year.

Increased costs to the payroll budget with the addition of a full-time Transit Fleet and Facilities Services Manager.

Decreases in the fuel costs.

The State of ND will be cutting State Aid by up to 10%, which will reduce Fargo's State Aid by about \$42,000.

Recommended Motion: For staff to firm up the budget impacts of capital and the operating and planning costs to bring forward to City budget meetings and set a public hearing regarding federal grant projects for 2018 and recommend to the Fargo City Commission approval of a federal grant application.

**ROLLING STOCK STATUS REPORT
FARGO MATBUS - FIXED ROUTE**

Vehicle Number	Veh Year	Make/Model	Out of Service	Fed Useful Life (Yr)	Anticipated Replacement Year	Actual Mileage December 2016
1126	2002	Gillig		12	2014	514,003
1127	2002	Gillig		12	2014	549,738
1128	2002	Gillig		12	2014	505,835
1139	2004	Gillig		12	2016	471,672
1140	2004	Gillig		12	2016	522,610
1141	2004	Gillig		12	2016	480,769
1142	2004	Gillig		12	2016	496,055
1173	2007	New Flyer		12	2019	332,706
1174	2007	New Flyer		12	2019	278,710
1175	2007	New Flyer		12	2019	295,934
1176	2007	New Flyer		12	2019	304,468
1184	2009	New Flyer		12	2021	217,924
1185	2009	New Flyer		12	2021	198,637
1186	2009	New Flyer		12	2021	27,965
1187	2009	New Flyer		12	2021	198,925
1188	2009	New Flyer		12	2021	205,179
1195	2010	New Flyer		12	2022	239,694
1196	2010	New Flyer		12	2022	218,779
1197	2010	New Flyer		12	2022	209,418
1198	2010	New Flyer		12	2022	219,596
1199	2010	New Flyer		12	2022	226,490
1200	2011	New Flyer		12	2023	206,081
1201	2011	New Flyer		12	2023	194,866
1220	2013	New Flyer		12	2025	112,793
1221	2013	New Flyer		12	2025	112,878
1222	2013	New Flyer		12	2025	88,801
1223	2013	New Flyer		12	2025	89,313
4151	2015	New Flyer		12	2027	36,402
4152	2015	New Flyer		12	2027	37,089
4171	2017	New Flyer		12	2029	-
4172	2017	New Flyer		12	2029	-

ROLLING STOCK STATUS REPORT PARATRANSIT

Vehicle Number	Veh Year	Make/Model	Fed Useful Life (Yr)	Anticipated Replacement Year	Actual Mileage December 2016
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City of Fargo Owned Vehicles:

1180	2008	Ford Supreme	5	2013	218,904
1224	2012	Ford Goshen GCII	5	2018	110,022
1228	2015	Ford Goshen GCII	5	2020	47,599
1229	2015	Ford Goshen GCII	5	2020	48,694
1230	2015	Ford Goshen GCII	5	2020	48,824
1236	2015	Ford Goshen GCII	5	2020	42,634
1237	2015	Ford Goshen GCII	5	2020	40,142
1238	2015	Ford Goshen GCII	5	2020	33,325
8161	2016	Elkhart Coach ECII	5	2021	901
8162	2016	Elkhart Coach ECII	5	2021	875
8163	2016	Elkhart Coach ECII	5	2021	906
1919**	2008	Ford E450	5		51,169

Moorhead Owned Vehicles (Leased to City of Fargo for Paratransit):

1177*	2008	Ford Supreme	5	2013	196,965
1218	2012	Ford Goshen GCII	5	2017	142,933
1225	2014	Ford Goshen GCII	5	2019	75,385
1231	2015	Ford Goshen GCII	5	2020	51,758
1232	2015	Ford Goshen GCII	5	2020	47,304
TOTAL	15				1,158,340

1180 - will be disposed of in 2017

1177 - will be disposed of in 2017

1919 - owned by Fargo Housing Authority

Fargo applied for 1 additional vehicle in last grant application

Memorandum

To: MAT Coordinating Board

From: Julie Bommelman, Fargo Transit Director
Matthew Peterson, Fargo Assistant Transit Director

Date: 5/16/2017

Re: *Fargo and West Fargo Proposed Transit Service Changes*

The Cities of Fargo and West Fargo are proposing changes to several of the fixed transit routes based on recommendations of the 5-year Transit Development Plan, the opening of the Sanford Medical Center, and extensive public input.

The proposed changes are considered major changes and require public hearings by the Cities of Fargo and West Fargo. The hearings are scheduled for June 5, 2017 (staff members will present to each Commission) and the proposed changes are scheduled to become effective July 1, 2017.

Attached please find:

- Public Hearing Notice which will be published in the Forum Legal Section May 22 and 29.
- An outline of the proposed changes by route.
- Maps of each individual route with the proposed changes.

At this time, no action is requested by the MAT Coordinating Board, this is for informational purposes only.

Thank you.

Public Hearing Notice
Proposed Transit Service Changes to
Fargo and West Fargo MATBUS Routes 15, 16, 17, 18, 21, 22, 23
And Addition of Route 24

The Cities of Fargo and West Fargo are considering service changes to Fargo and West Fargo MATBUS to become effective **July 1, 2017**. The Cities are considering changes to several of their fixed transit routes 15, 16, 17, 18, 21, 22, 23 and 24 addition in the MATBUS system. Many of the route changes are being proposed to improve timeliness and reliability of the MATBUS system. The service changes/additions are based upon recommendations of the 5-year Transit Development Plan and the opening of the new Sanford Medical Center in south Fargo.

Informational Display: An informational display on the proposed changes, as well as comment cards, will be in the lobby of the Ground Transportation Center (GTC), 502 NP Avenue, Fargo, ND, from May 22 to June 3, 2017, and posted online at www.matbus.com. Written comments may be turned in to the GTC dispatch window and will be considered by staff prior to the final recommendation to the Fargo and West Fargo City Commissions. In addition, written comments may be submitted in advance to: Julie Bommelman, Transit Director (email: JBommelman@matbus.com), or Matthew Peterson, Assistant Transit Director (email: MGPeterson@matbus.com), 650 23rd Street North, Fargo, ND 58102, telephone 701-241-8140. For TDD Relay Service call 7-1-1.

Informational Meetings – Tuesday, May 24, 2017 at the GTC & Wednesday, May 25, 2017 at West Fargo City Hall:

Informational meetings open to the general public will be held at the GTC on Tuesday, May 24 from 8:30-9:30 AM and 4-5 PM & at the West Fargo City Hall, 800 4th Avenue East, on Wednesday, May 25 from 4:30-5:30 PM. In addition, written comments may be submitted in advance to: Julie Bommelman, Transit Director (email: JBommelman@matbus.com), or Matthew Peterson, Assistant Transit Director (email: MGPeterson@matbus.com), 650 23rd Street North, Fargo, ND 58102, telephone 701-241-8140. For TDD Relay Service call 7-1-1.

Public Hearing - Fargo: The proposed service changes are considered major and will require a public hearing in Fargo. The public hearing in Fargo will be held by the Fargo City Commission on Monday, June 5, 2017, at 5:15 p.m. in the City Commission Chambers of City Hall, 200 N 3rd Avenue, Fargo, ND. At the hearing, the City of Fargo City Commission will afford an opportunity for interested persons to be heard with respect to the proposed service changes. Written comments may be submitted in advance of the public hearings to: Julie Bommelman, Transit Director (email: JBommelman@matbus.com), or Matthew Peterson, Assistant Transit Director (email: MGPeterson@matbus.com), 650 23rd Street North, Fargo, ND 58102, telephone 701-241-8140. For TDD Relay Service call 7-1-1.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission at 701.241.1310. Please contact us at least 48 hours before the meeting to allow our staff adequate time to make arrangements.

Public Hearing - West Fargo: The proposed service changes are considered major and will require a public hearing in West Fargo. The public hearing in West Fargo will be held by the West Fargo City Commission on Tuesday, June 5, 2017, at 5:30 p.m. in the West Fargo City Commission Chambers of City Hall, 800 4th Avenue East, West Fargo, ND. At the hearing, the City of West Fargo City Commission will afford an opportunity for interested persons to be heard with respect to the proposed service changes. Written comments may be submitted in advance of the public hearings to: Julie Bommelman, Transit Director (email: JBommelman@matbus.com), or Matthew Peterson, Assistant Transit Director (email: MGPeterson@matbus.com), 650 23rd Street North, Fargo, ND 58102, telephone 701-241-8140. For TDD Relay Service call 7-1-1.

People with disabilities who plan to attend the meeting and need special accommodations should contact the West Fargo City Commission Administrative Assistant at (701) 433-5313.

Comments from the informational meeting may result in changes to the proposed service routes and times. The *final recommendations* will be made available to the public on Friday, June 9, 2017, at the GTC.

July 1, 2017 Fargo/West Fargo MATBUS Recommended Changes

Changes to Route 15:

The proposed changes to Route 15 will adjust service on the inbound portion of the route from Wal-Mart only. Route 15 will travel from Wal-Mart along 13th Ave to the GTC, bypassing West Acres. Route 15 will still service West Acres on the outbound portion of the route. This change is recommended to help on-time performance of the route and to better serve businesses along 13th Ave.

Changes to Route 16:

The proposed changes to Route 16 will remove the West Fargo portion of the Route. Route 16 will remain on its current path to West Acres and back to the GTC. Route 16 will go from a 90-minute route to a 60-minute route. Route 16 will remain on hourly frequency.

- See Route 22 for the West Fargo portion of Route 16.

Changes to Route 17:

The proposed changes to Route 17 are to extend service hours from 8:15pm to 10:15pm.

Changes to Route 18 (Combine Route 23):

The proposed changes to Route 18 include adding the 25th St corridor. Route 18 will continue from 9th St S. to 32nd Ave and then to 42nd St and follow along the previously established route 23 to Walmart. Route 18 will then travel along its same outbound path on the inbound path servicing the same streets and avenues to the GTC. Route 18 will now operate on a 90-minute headway instead of its previous 30-minute headway. These changes have been recommended to serve the 25th St. corridor and increase ridership.

Route 21 (new):

Per the TDP recommendation, Route 21 will be a newly created route operating on a 30-minute headway and 60-minute frequency hubbing out of West Acres. Route 21 will service the Fargo Cass County Jail and Probation, the Centre Inc. dormitory for women and the Somali Business Center. Route 21 will operate from 6:15am to 8:15pm. (7:15am Saturdays).

Route 22 (new):

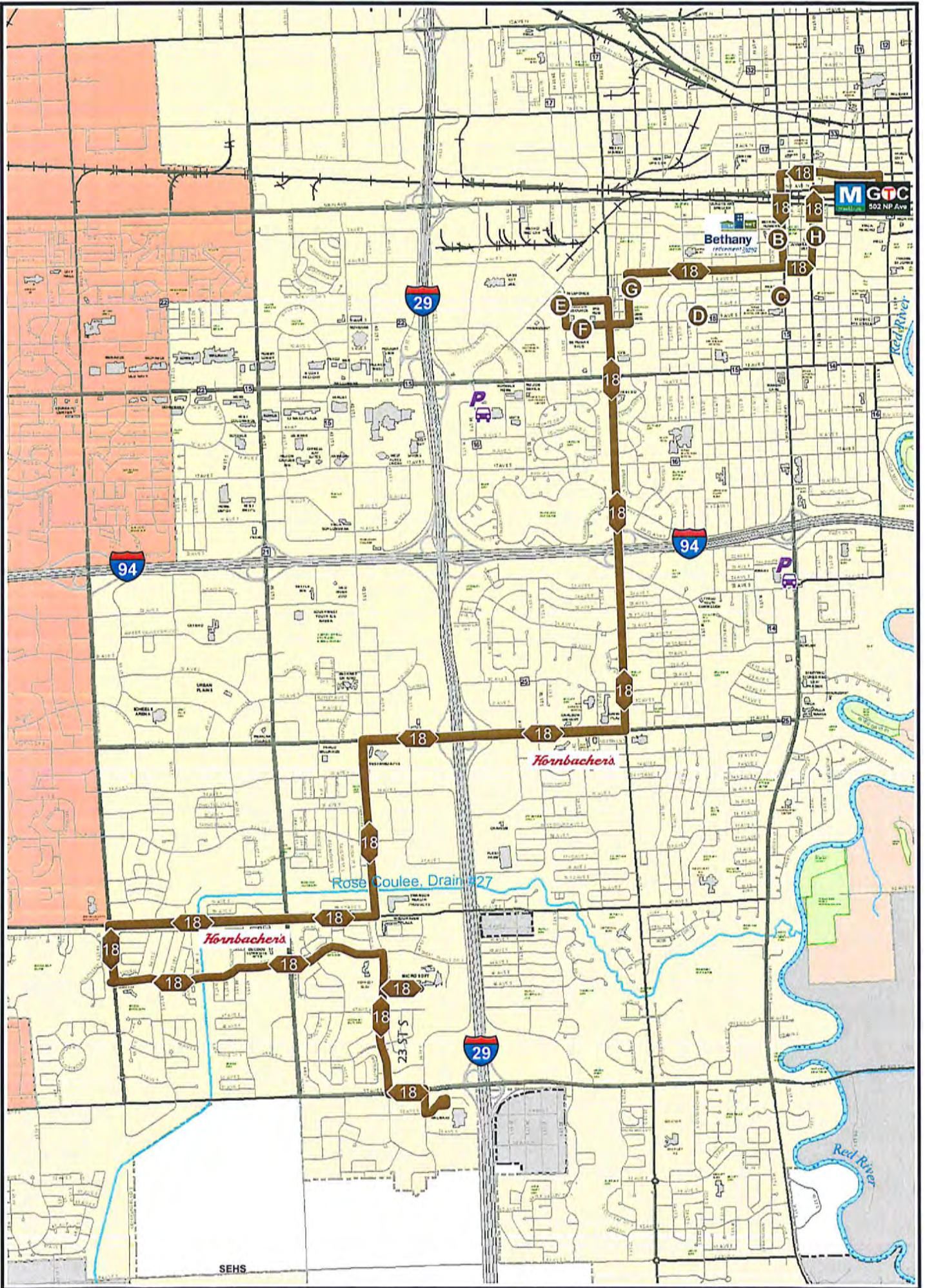
Route 22 will be the West Fargo portion of previous Route 16. Route 22 will operate on a 30-minute headway and 60-minute frequency. The route will travel along 42nd St Northbound to 9th Ave and follow its previous route path in the opposite direction as when it was part of Route 16. Route 22 will add service to Wal-Mart on 13th Ave, prior to arriving at West Acres.

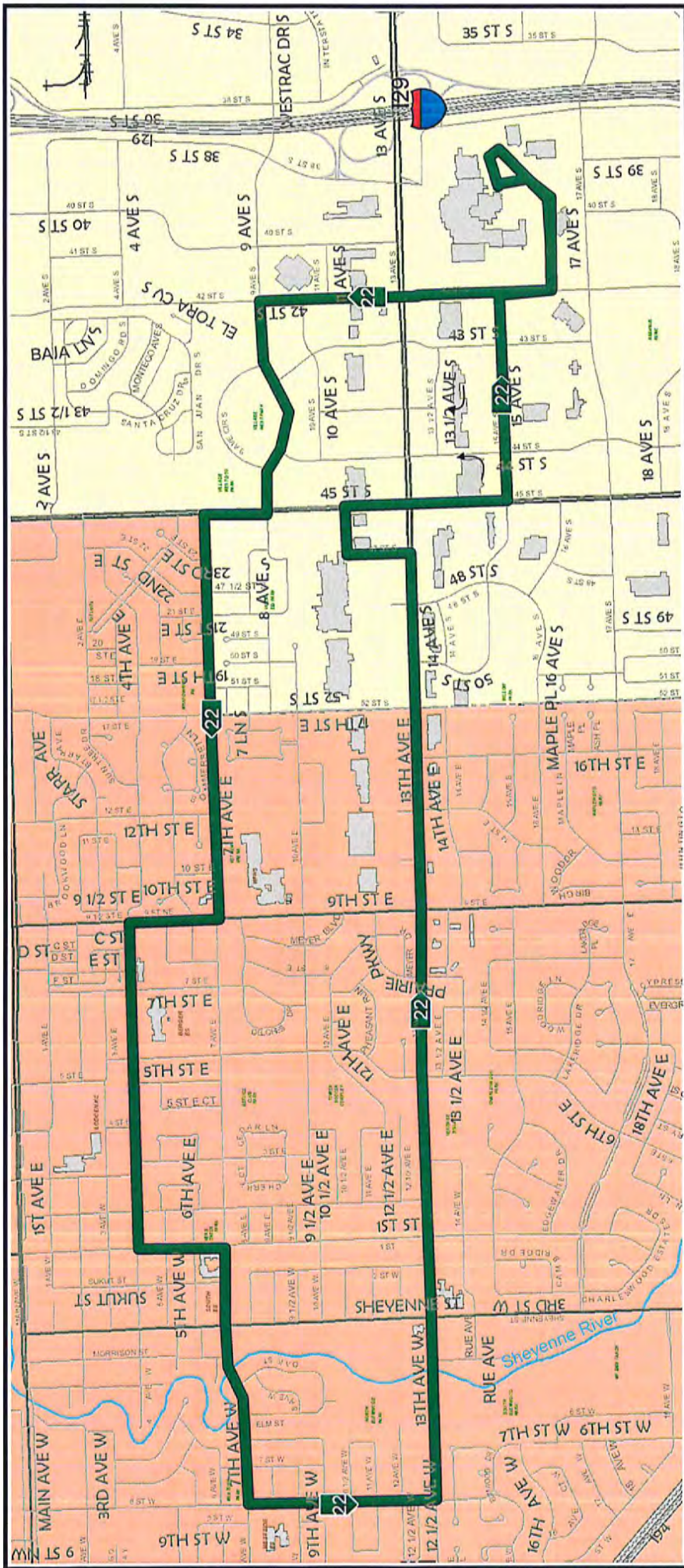
Remove Route 23:

Route 23 will be discontinued; the 42nd St, Osgood Hornbacher's, Microsoft and Wal-Mart section of the route will now be serviced by Route 18.

Route 24 (new):

Route 24 will operate on a 60-minute headway and 60-minute frequency hubbing out of West Acres. Route 24 will service the apartment complexes just south of West Acres, the Red River Zoo, Sanford Medical Center, Scheels Arena, Cashwise on Veterans Blvd., Eagle Run and Costco.





Memorandum

To: MAT Coordinating Board

From: Lori Van Beek, Moorhead Transit Manager
Julie Bommelman, Fargo Transit Director

Date: May 17, 2017

RE: *LinkFM Update*



Marketing

A new brochure (see attached) has been created that, for the most part, takes into consideration upcoming downtown construction projects. The new brochure and route detour will be implemented June 1, 2017. The special events happening in downtown for 2017 are listed on the new brochure. Service is increased during the selected events through additional buses for increased frequency and/or additional hours of operation.

Ridership

The LinkFM 2017 year-to-date ridership as of April 30, 2017, is up 64.95% over 2016's ridership for the same period. The number of passengers per hour is 11 versus 6.47 in 2016. This compares to the system average of 19.4 rides per hour including the NDSU circulator routes and 15.19 rides per hour for the regular service routes.

As you may recall, free transfers from LinkFM to other MATBUS routes were removed as of April 1, 2017. Ridership did decrease from 3,989 in March to 2,349 in April. However, March rides included the Celtic Festival at the Hjemkomst Center. The decrease affected passengers per hour, which decreased from 13.12 in March to 8.54 in April. We feel that April is a true reflection of regular riders on LinkFM.

Monitoring Performance / Continued Funding in 2018

The 2015 Memorandum of Understanding between the Cities (see copy attached) stated that intent of the downtown circulator was to establish a transit link between downtown Moorhead and downtown Fargo that provides benefits to both cities. The alignment was to provide improved access to the Center Mall for individuals working, living and shopping in downtown Fargo as well as a "park and ride" location to supplement parking needs for downtown Fargo. The route was initially established as a nine-month pilot program through February 2016 with Fargo paying for operating costs. It was then continued for the remainder of 2016 and through CY2017 with costs shared 50/50 between the two Cities.

In monitoring the continued performance of LinkFM, staff would like to further analyze who is currently riding, when they are riding (day of week and time of day) and the purpose of the trip (work, shopping, etc.) through a survey and/or focus group. We would work with downtown business associations in drafting and conducting the survey. The survey could also ask if other hours of operation and event coverage are needed.

Recommended Motion: Recommend that staff further analyze LinkFM and work with downtown business associations in developing and conducting a survey or focus group regarding the future of the downtown circulator route.

Ride LinkFM to these 2017 events

February 25
Unglued Craft Fest
Plains Art Museum

March 11
Celtic Festival
Hjemkomst Center

June 23-24
Scandinavian & Viking Festival
Hjemkomst Center

July-October
Red River Market
Broadway/4th Ave.

July 13-15
Street Fair
Downtown Fargo

July 27
TEDxFargo
Fargo Civic Center

September 16
German Kulturfest
Hjemkomst Center

November 21
Holiday Lights Parade
Downtown Fargo-Moorhead

For any event-related service
expansions or route changes,
visit matbus.com or golinkfm.com.



For more information:

GoLinkFM.com

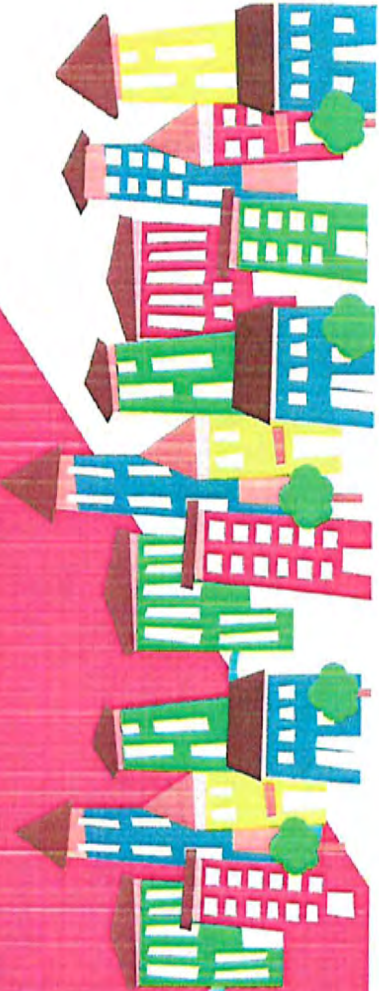
701.232.7500

701.241.8140



A MATBUS route
supported by the
Cities of Fargo, ND
and Moorhead, MN

the
fun, fast and free
way to get around
downtown
Fargo-Moorhead



LinkFM fun, fast & free!

Weekdays - 7:00am-7:00pm
Saturdays - 10:00am-5:00pm

LinkFM is a FARE-FREE circulator route, operated by MATBUS, connecting the downtowns of Fargo and Moorhead.

The route features a continuous loop beginning and ending at the Moorhead Center Mall.

There are 12 designated, signed stops along the route. Buses stop ONLY at designated stops.

LinkFM arrives at each stop every 12-15 minutes.

A different genre of music is featured daily on LinkFM.

Monday - Pop
Tuesday - Rock/Alternative
Wednesday - Country
Thursday - Throwback
Friday - Local Connection
Saturday - Shuffle



Bus Stops

- 1 Moorhead Center Mall East Entrance (Parking)**
Usher's House Wells Fargo
- 2 Moorhead Center Mall Southeast Entrance**
Scheels US Bank
- 3 Hjemkomst Center**
The Chamber of Fargo, Moorhead and West Fargo
Viking Ship Park
- 4 Fargo Public Library**
Fargo City Hall
Civic Center
Fargo Police Department
- 5 2nd Ave. & Broadway**
Gate City Bank
Fargo Theatre
Block 9
- 6 Roberts Street Ramp**
US Post Office
The Boiler Room
Mezzaluna
- 7 Federal Building**
Plains Art Museum
Cityscapes Plaza
- 8 1st Ave. & Broadway**
Hotel Donaldson
Royal Jewelers
Vinyl Taco
- 9 MATBUS Downtown (GTC)**
Municipal Court
Bell State Bank
- 10 Family Health Center**
Vogel Law Firm
Dress for Success
TRN Abstract & Title
- 11 Case Plaza**
FM Metro COG
- 12 Moorhead Center Mall Northwest Entrance**
Moorhead City Hall

● Stops with service beginning at 10:00am

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FARGO AND CITY OF MOORHEAD
REGARDING A DOWNTOWN TRANSIT CIRCULATOR**

This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered by and between the City of Fargo, a North Dakota municipal corporation ("Fargo") and the City of Moorhead, a Minnesota municipal corporation ("Moorhead").

RECITALS

- A. Fargo and Moorhead (collectively, "Cities") have previously entered into several agreements to facilitate the joint operation of MATBUS and are currently negotiating a new Master Operating Agreement for MATBUS;
- B. Fargo and Moorhead desire to establish a transit link between downtown Fargo and downtown Moorhead;
- C. The Metro Area Transit Coordinating Board ("MAT Board") recommended approval of the MOU on May 13th, 2015;
- D. The Cities wish to enter into this MOU to formally establish a mutually agreeable framework for operations of the Downtown Transit Circulator.

In consideration of the above, the Cities agree as follows:

AGREEMENT

- 1. **Intent**. The parties intend to establish a downtown circulator for the benefit of both Cities. In general terms, the alignment would provide improved access to businesses and destinations in both downtown areas.
- 2. **General Responsibilities**. Fargo agrees to pay all operating costs for the downtown circulator and Moorhead agrees to make certain underutilized parking area(s) available for use at the Center Mall.
- 3. **Operating Details**. The Cities agree to the framework as outlined in **Exhibit A** as the initial operating arrangement, subject to any changes in the future as deemed necessary by the MAT Board and Cities to effectively operate the route.
- 4. **Amendments**. The provisions or responsibilities set forth in this MOU may only be changed by mutual agreement of the Cities. Such changes to the MOU shall be effective only upon execution of written amendments signed by authorized representatives of the Cities.

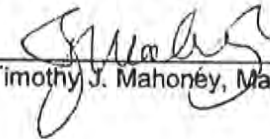
Major amendments to operating details or significant deviations from the framework outlined in **Exhibit A** (such as: intent, operating costs, route expansion or significant route modifications and route frequency) shall require approval by the governing boards of both Cities.

Minor amendments to operating details may be made at the staff level and shall not require approval by the Cities unless otherwise dictated by existing public hearing policies and

process. Minor amendments shall be defined as any change that does not categorically apply to items specified as Major Amendments.

5. **Best Efforts.** The Cities accept and support the operating framework as outlined in **Exhibit A** and agree to take all necessary actions to implement the Downtown Transit Circulator.
6. **Insurance, Indemnification and Liability.** Insurance, indemnification and liability provisions will be governed by the current joint powers agreement between the Cities governing MAT services, or any future joint powers agreement between the Cities regarding MAT services.
7. **Termination Clause.** This MOU may be terminated by Fargo or Moorhead upon at least thirty (30) days written notice. The withdrawal of either party from this MOU shall render the MOU null and void.
8. **Governing Law.** This MOU will be subject to, governed by, and construed according to the laws of the State of North Dakota.
9. **Signatures.** In witness thereof, the Cities have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the date indicated below.

CITY OF FARGO, NORTH DAKOTA
a municipal corporation

By: 
Timothy J. Mahoney, Mayor

ATTEST:

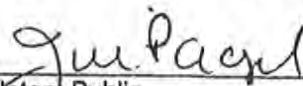

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)

) ss.

COUNTY OF CASS)

On the 26 day of May, 2015, before me, a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, the Mayor and Auditor of the City of Fargo, to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.


Notary Public
Cass County, North Dakota

(SEAL)



CITY OF MOORHEAD, MINNESOTA
a municipal corporation

By: *Del Rae Williams*
Del Rae Williams, Mayor

ATTEST:

Michael Redlinger
Michael Redlinger, City Manager

STATE OF MINNESOTA)

) ss.

COUNTY OF CLAY)

On the 16th day of June, 2015, before me, a notary public in and for said county and state, personally appeared Del Rae Williams and Michael Redlinger, the Mayor and City Manager of the City of Moorhead, to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.



SJM Maier
Notary Public
Clay County, North Dakota

5.26.2015

Intent. To establish a transit link between downtown Moorhead and downtown Fargo that provides benefits to both cities. The alignment would provide improved access to the Center Mall for individuals working, living and shopping in downtown Fargo as well as a "park and ride" location to supplement parking needs for downtown Fargo.

Timeframe. The route would be initiated on June 1, 2015.

Fare. There would be no fare charged to circulator riders. Free transfers to other routes will be allowed from the downtown circulator.

Route Alignment. The alignment will utilize NP Ave / Center Avenue and 1st Avenue N as well as Center Mall access roads.

Operating Costs. Fargo will pay the operating costs for the downtown circulator. Any future route expansion, increase frequency or other related changes would be subject to further discussion between Cities and would require approval by both Cities pursuant to the MOU.

Route Schedule. 7 a.m. to 7 p.m. Monday through Friday and 10 a.m. to 5 p.m. Saturdays

Frequency. 15 minute headway or less

Designated Stops. A total of ten (10) designated stop locations are included within the route alignment. All stops will be accommodated within the applicable traffic lane, other than the GTC designated stop where the bus will have dedicated on-street parking at the curb. There are two (2) Center Mall stops that would only operate starting at 10 a.m. (weekdays) with the intent of keeping potential circulator riders from being attracted to important Mall parking spaces in the Herberger's lot (north-side of the Mall) and what is referenced as the Vic's Lounge surface lot (south-east side of the Mall).

Parking Spaces Available. Certain portions of the surface parking lot on the NE side of the Center Mall would be available for use by circulator riders as well as the northern-most portion of the parking deck (concrete surface) above 1st Ave N.

Maintenance. Snow removal and any maintenance costs would be attributable to the City of Moorhead or the Mall, or as per existing conditions.

Transfers. Initially, and pursuant to the existing MATBUS transfer policy, circulator riders would be allowed to transfer between routes to reach a final destination.

Event Parking. The cities agree that the Mall may need a majority of the existing parking for occasional special event parking and during these times the cities shall work closely to notify riders and adjust the route, as necessary. Additionally, the cities recognize that the identified Mall parking spaces may provide excess capacity for downtown Fargo events (i.e. Street Fair, Fargo Theatre, etc.).

Marketing/Promotion Materials.

- Signage (costs incurred attributable to signage placed in each city)
- All other costs pursuant to existing agreements

MATBUS Transit Operations Report - YTD 2017

Moorhead	Ridership		Rev. Hours		Passengers / Hour		On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change
Route 1	26,022	24,045	-7.60%	1,162	1,158	-0.28%	22.40	20.76	-7.34%
Route 2	40,673	36,765	-9.61%	1,508	1,501	-0.45%	26.97	24.49	-9.20%
Route 3	15,131	16,567	9.49%	1,165	1,161	-0.29%	12.99	14.26	9.80%
Route 4	39,766	42,868	7.80%	2,577	3,002	16.47%	15.43	14.28	-7.44%
Route 5	18,755	15,504	-17.33%	1,164	1,158	-0.51%	16.11	13.39	-16.91%
Route 6	3,853	4,510	17.05%	609	602	-1.15%	6.33	7.49	18.41%
Route 7	4,646	2,125	-54.26%	463	223	-51.78%	10.05	9.53	-5.14%
Route 8	5,699	6,000	5.28%	463	457	-1.40%	12.31	13.14	6.78%
Route 9	2,568	2,243	-12.66%	660	654	-0.91%	3.89	3.43	-11.85%
Total	157,113	150,627	-4.13%	9,770.08	9,916.18	1.50%	16.08	15.19	-5.54%

Fargo	Ridership		Rev. Hours		Passengers / Hour		On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change
Route 11	27,040	26,267	-2.86%	1,527	1,498	-1.90%	17.71	17.53	-0.98%
Route 13	51,112	46,809	-8.42%	2,969	2,912	-1.92%	17.22	16.07	-6.63%
Route 13U	22,781	19,641	-13.78%	1,137	1,084	-4.68%	20.03	18.12	-9.55%
Route 14	54,240	53,176	-1.96%	4,524	4,438	-1.88%	11.99	11.98	-0.08%
Route 15	115,165	108,809	-5.52%	5,464	5,374	-1.64%	21.08	20.25	-3.95%
Route 16	23,513	24,195	2.90%	2,083	2,044	-1.88%	11.29	11.84	4.87%
Route 17	12,586	14,659	16.47%	764	749	-1.90%	16.48	19.57	18.73%
Route 18	20,309	18,735	-7.75%	1,433	1,406	-1.92%	14.17	13.33	-5.95%
Route 23	7,523	7,709	2.47%	1,599	1,569	-1.90%	4.70	4.91	4.46%
Total	334,269	320,000	-4.27%	21,498.64	21,073.17	-1.98%	15.55	15.19	-2.34%

NDSU	Ridership		Rev. Hours		Passengers / Hour		On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change
Route 31	23,153	19,188	-17.13%	913	863	-5.48%	25.37	22.25	-12.32%
Route 32E	57,348	86,985	51.68%	803	759	-5.48%	71.42	114.60	60.47%
Route 32W	17,229	19,152	11.16%	438	414	-5.48%	39.34	46.26	17.61%
Route 33	86,776	84,904	-2.16%	2,504	2,366	-5.51%	34.66	35.89	3.55%
Route 34	56,073	26,190	-53.29%	768	638	-16.87%	73.04	41.03	-43.82%
Route 35	2,215	3,723	68.08%	153	144	-5.48%	14.52	25.82	77.83%
Total	242,794	240,142	-1.09%	5,577.72	5,183.86	-7.06%	43.53	46.32	6.42%

Other	Ridership		Rev. Hours		Passengers / Hour		On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change
LinkFM	7,516	12,398	64.95%	1,162	1,127	-3.01%	6.47	11.00	70.08%
9000's	740	359	-51.49%						
Total	8,256	12,757	54.52%	1,162.00	1,127.00	-3.01%	7.10	11.32	59.32%

Total MATBUS	Ridership		Rev. Hours		Passengers / Hour		On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change
Total MATBUS	742,432	723,526	-2.55%	38,008.44	37,300.21	-1.86%	19.53	19.40	-0.70%

MATBUS Transit Operations Report - January 2017

Moorhead	Ridership		Rev. Hours		Passengers / Hour		On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change
Route 1	5,902	6,049	2.49%	277.50	297.00	7.03%	21.27	20.37	-4.24%
Route 2	9,268	9,091	-1.91%	360.00	387.00	7.50%	25.74	23.49	-8.75%
Route 3	3,698	3,736	1.03%	279.10	298.28	6.87%	13.25	12.53	-5.47%
Route 4	9,330	10,599	13.60%	624.25	651.62	4.38%	14.95	16.27	8.83%
Route 5	4,498	3,864	-14.10%	278.60	297.88	6.92%	16.15	12.97	-19.66%
Route 6	963	1,118	16.10%	147.50	154.00	4.41%	6.53	7.26	11.20%
Route 7	1,037	1,059	2.12%	112.50	117.00	4.00%	9.22	9.05	-1.81%
Route 8	1,363	1,344	-1.39%	112.50	117.00	4.00%	12.12	11.49	-5.19%
Route 9	631	711	12.68%	160.00	167.00	4.38%	3.94	4.26	7.96%
Total	36,690	37,571	2.40%	2,351.95	2,486.78	5.73%	15.60	15.11	-3.15%

Fargo	Ridership		Rev. Hours		Passengers / Hour		On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change
Route 11	6,031	6,184	2.54%	370.00	371.00	0.27%	16.30	16.67	2.26%
Route 13	12,766	13,241	3.72%	720.00	721.00	0.14%	17.73	18.36	3.58%
Route 13U	5,454	5,056	-7.30%	231.20	255.30	10.42%	23.59	19.80	-16.05%
Route 14	13,388	11,964	-10.64%	1,096.05	1,099.25	0.29%	12.21	10.88	-10.90%
Route 15	27,565	25,618	-7.06%	1,310.00	1,335.50	1.95%	21.04	19.18	-8.84%
Route 16	5,655	5,985	5.84%	504.25	506.25	0.40%	11.21	11.82	5.42%
Route 17	3,237	3,527	8.96%	185.00	185.50	0.27%	17.50	19.01	8.67%
Route 18	5,149	4,592	-10.82%	347.50	348.00	0.14%	14.82	13.20	-10.95%
Route 23	1,733	1,790	3.29%	387.50	388.50	0.26%	4.47	4.61	3.02%
Total	80,978	77,957	-3.73%	5,151.50	5,210.30	1.14%	15.72	14.96	-4.82%

NDSU	Ridership		Rev. Hours		Passengers / Hour		On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change
Route 31	4,834	4,471	-7.51%	175.00	200.00	14.29%	27.62	22.36	-19.07%
Route 32E	13,085	22,098	68.88%	154.00	176.00	14.29%	84.97	125.56	47.77%
Route 32W	3,897	4,532	16.29%	84.00	96.00	14.29%	46.39	47.21	1.76%
Route 33	19,679	22,519	14.43%	480.20	548.80	14.29%	40.98	41.03	0.13%
Route 34	13,432	7,077	-47.31%	175.75	148.00	-15.79%	76.43	47.82	-37.43%
Route 35	392	765	95.15%	29.26	33.44	14.29%	13.40	22.88	70.76%
Total	55,319	61,462	11.10%	1,098.21	1,202.24	9.47%	50.37	51.12	1.49%

Other	Ridership		Rev. Hours		Passengers / Hour		On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change
LinkFM	1,351	2,703	100.07%	276.00	280.00	1.45%	4.89	9.65	97.22%
9000's	185	47	-74.59%	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Total	1,536	2,750	79.04%	276.00	280.00	1.45%	5.57	9.82	76.48%

Total MATBUS	Ridership		Rev. Hours		Passengers / Hour		On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change
Total	174,523	179,740	2.99%	8,877.66	9,179.32	3.40%	19.66	19.58	-0.40%

MATBUS Transit Operations Report - February 2017

Moorhead	Ridership		Rev. Hours		Passengers / Hour		On-Time Perf.	
	2016	2017	2016	2017	2016	2017	2016	2017
Route 1	6,965	5,858	284.50	272.00	24.48	21.54	81.83%	94.29%
Route 2	10,904	8,827	368.00	354.00	29.63	24.94	79.91%	92.77%
Route 3	3,632	4,742	285.28	273.28	12.73	17.35	91.24%	72.11%
Route 4	9,937	10,084	626.25	600.88	15.87	16.78	81.70%	81.44%
Route 5	4,300	3,963	284.88	272.38	15.09	14.55	93.58%	95.43%
Route 6	997	1,150	148.00	141.50	6.74	8.13	91.15%	99.41%
Route 7	998	1,066	112.50	106.00	8.87	10.06	79.94%	79.34%
Route 8	1,282	1,399	112.50	107.50	11.40	13.01	76.01%	80.28%
Route 9	562	554	160.50	153.50	3.50	3.61	82.71%	97.47%
Total	39,577	37,643	2,382.41	2,281.04	16.61	16.50	84.23%	88.06%

Fargo	Ridership		Rev. Hours		Passengers / Hour		On-Time Perf.	
	2016	2017	2016	2017	2016	2017	2016	2017
Route 11	6,528	6,440	371.00	356.00	17.60	18.09	87.37%	83.14%
Route 13	13,718	11,681	721.00	692.00	19.03	16.88	83.96%	84.37%
Route 13U	6,932	5,619	303.50	288.95	22.84	19.45	87.03%	86.26%
Route 14	12,762	13,109	1,099.09	1,054.80	11.61	12.43	87.63%	87.94%
Route 15	27,798	26,169	1,335.50	1,278.00	20.81	20.48	89.28%	84.77%
Route 16	5,670	6,033	506.25	485.68	11.20	12.42	86.02%	88.56%
Route 17	3,126	3,759	185.50	178.00	16.85	21.12	88.96%	84.18%
Route 18	5,412	4,764	348.00	334.00	15.55	14.26	88.95%	80.46%
Route 23	1,661	1,786	388.50	372.80	4.28	4.79	80.90%	86.56%
Total	83,607	79,360	5,258.34	5,040.23	15.90	15.75	86.68%	85.14%

NDSU	Ridership		Rev. Hours		Passengers / Hour		On-Time Perf.	
	2016	2017	2016	2017	2016	2017	2016	2017
Route 31	7,149	5,849	250.00	237.50	28.60	24.63	96.20%	91.18%
Route 32E	17,465	25,542	220.00	209.00	79.39	122.21	98.79%	64.92%
Route 32W	5,557	5,760	120.00	114.00	46.31	50.53	95.40%	87.85%
Route 33	26,109	23,623	686.00	651.70	38.06	36.25	95.12%	84.32%
Route 34	17,554	7,588	185.00	175.75	94.89	43.17	94.12%	71.57%
Route 35	738	1,211	41.80	39.71	17.66	30.50	92.89%	90.84%
Total	74,572	69,573	1,502.80	1,427.66	49.62	48.73	95.42%	81.78%

Other	Ridership		Rev. Hours		Passengers / Hour		On-Time Perf.	
	2016	2017	2016	2017	2016	2017	2016	2017
LinkFM	2,434	3,357	287.00	268.00	8.48	12.53	90.38%	78.29%
9000's	218	120	0.00	0.00	#DIV/0!	#DIV/0!	100.00%	100.00%
Total	2,652	3,477	287.00	268.00	9.24	12.97	90.38%	78.29%

Total MATBUS	Ridership		Rev. Hours		Passengers / Hour		On-Time Perf.	
	2016	2017	2016	2017	2016	2017	2016	2017
Total	200,408	190,053	9,430.55	9,016.93	21.25	21.08	89.18%	83.32%

MATBUS Transit Operations Report - March 2017

Moorhead	Ridership			Rev. Hours			Passengers / Hour			On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change	2016	2017	Change
Route 1	6,658	6,308	-5.26%	309.50	310.50	0.32%	21.51	20.32	-5.56%	84.32%	91.71%	8.76%
Route 2	10,060	9,656	-4.02%	403.50	402.00	-0.37%	24.93	24.02	-3.66%	82.95%	92.63%	11.67%
Route 3	3,859	4,601	19.23%	310.78	310.78	0.00%	12.42	14.80	19.23%	93.15%	77.76%	-16.52%
Route 4	10,729	12,084	12.63%	676.99	909.50	34.34%	15.85	13.29	-16.16%	80.70%	76.56%	-5.13%
Route 5	5,038	4,184	-16.95%	309.88	309.88	0.00%	16.26	13.50	-16.95%	97.11%	93.08%	-4.15%
Route 6	1,003	1,282	27.82%	160.00	159.50	-0.31%	6.27	8.04	28.22%	94.82%	98.09%	3.45%
Route 7	1,329	0	-100.00%	121.50	0.00	-100.00%	10.94	0.00	-100.00%	83.41%	98.09%	14.68%
Route 8	1,549	1,698	9.62%	121.50	120.50	-0.82%	12.75	14.09	10.53%	83.98%	79.17%	-5.73%
Route 9	724	535	-26.10%	173.50	173.50	0.00%	4.17	3.08	-26.10%	85.64%	98.42%	14.92%
Total	40,949	40,348	-1.47%	2,587.15	2,696.16	4.21%	15.83	14.96	-5.45%	87.34%	88.43%	1.24%

Fargo	Ridership			Rev. Hours			Passengers / Hour			On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change	2016	2017	Change
Route 11	7,480	7,232	-3.32%	401.00	401.00	0.00%	18.65	18.03	-3.32%	88.05%	82.70%	-6.08%
Route 13	12,534	11,899	-5.07%	779.00	779.00	0.00%	16.09	15.27	-5.07%	84.39%	83.31%	-1.28%
Route 13U	4,628	4,685	1.23%	284.45	260.30	-8.49%	16.27	18.00	10.62%	92.72%	84.76%	-8.58%
Route 14	14,128	14,773	4.57%	1,187.99	1,188.15	0.01%	11.89	12.43	4.55%	88.47%	85.83%	-2.98%
Route 15	30,723	29,919	-2.62%	1,450.50	1,450.50	0.00%	21.18	20.63	-2.62%	90.12%	86.45%	-4.07%
Route 16	6,044	6,317	4.52%	547.39	547.39	0.00%	11.04	11.54	4.52%	86.20%	88.03%	2.12%
Route 17	3,129	3,999	27.80%	200.50	200.50	0.00%	15.61	19.95	27.80%	89.04%	83.79%	-5.90%
Route 18	5,015	5,002	-0.26%	376.00	376.00	0.00%	13.34	13.30	-0.26%	89.81%	83.60%	-6.91%
Route 23	2,140	2,129	-0.51%	419.90	419.90	0.00%	5.10	5.07	-0.51%	83.77%	86.69%	3.49%
Total	85,821	85,955	0.16%	5,646.73	5,622.74	-0.42%	15.20	15.29	0.58%	88.06%	85.02%	-3.46%

NDSU	Ridership			Rev. Hours			Passengers / Hour			On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change	2016	2017	Change
Route 31	4,951	4,913	-0.77%	225.00	200.00	-11.11%	22.00	24.57	11.64%	96.19%	92.09%	-4.26%
Route 32E	12,235	22,356	82.72%	198.00	176.00	-11.11%	61.79	127.02	105.56%	98.44%	66.09%	-32.86%
Route 32W	3,518	5,157	46.59%	108.00	96.00	-11.11%	32.57	53.72	64.91%	93.38%	86.94%	-6.90%
Route 33	18,576	20,223	8.87%	617.40	548.00	-11.24%	30.09	36.90	22.65%	94.61%	84.95%	-10.21%
Route 34	11,282	6,379	-43.46%	212.75	148.00	-30.43%	53.03	43.10	-18.72%	93.40%	90.15%	-3.48%
Route 35	501	1,085	116.57%	37.62	33.44	-11.11%	13.32	32.45	143.64%	93.75%	91.81%	-2.07%
Total	51,063	60,113	17.72%	1,398.77	1,201.44	-14.11%	36.51	50.03	37.06%	94.96%	85.34%	-10.13%

Other	Ridership			Rev. Hours			Passengers / Hour			On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change	2016	2017	Change
LinkFM	2,087	3,989	91.14%	312.00	304.00	-2.56%	6.69	13.12	96.17%	88.30%	78.19%	-11.45%
9000's	74	120	62.16%	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	100.00%	100.00%	0.00%
Total	2,161	4,109	90.14%	312.00	304.00	-2.56%	6.93	13.52	95.15%	88.30%	78.19%	-11.45%

Total MATBUS	Ridership			Rev. Hours			Passengers / Hour			On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change	2016	2017	Change
Total	179,994	190,525	5.85%	9,944.65	9,824.34	-1.21%	18.10	19.39	7.15%	89.67%	84.24%	-6.05%

MATBUS Transit Operations Report - March 2017 page 2

	Ridership			Rev. Hours (Based on Ridership)			Passengers / Hour			On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change	2016	2017	Change
Paratransit	3,292	3,492	6.08%	1,441.26	1,538.72	6.76%	2.28	2.27	-0.64%	84.42%	79.54%	-5.78%
Fargo	606	996	64.36%	265.31	438.88	65.42%	2.28	2.27	-0.64%	77.83%	80.02%	2.82%
Moorhead	510	483	-5.29%	223.28	212.83	-4.68%	2.28	2.27	-0.64%	83.14%	81.58%	-1.88%
Dilworth	73	109	49.32%	31.96	48.03	50.28%	2.28	2.27	-0.64%	78.79%	71.76%	-8.91%
Total	4,481	5,080	13.37%	1,961.81	2,238.46	14.10%	2.28	2.27	-0.64%	81.05%	78.23%	-3.48%

	Ridership			Rev. Hours (Based on Ridership)			Passengers / Hour			On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change	2016	2017	Change
Senior Ride	52	59	13.46%	31.40	34.81	10.84%	1.66	1.70	2.36%			N/A
Dilworth	889	961	8.10%	536.85	566.94	5.61%	1.66	1.70	2.36%			N/A
Total	941	1,020	8.40%	568.25	601.75	5.90%	1.66	1.70	2.36%	0	0	N/A

	Call Volume			Operating Days			Average Calls / Day			Average Calls Duration		
	2016	2017	Change	2016	2017	Change	2016	2017	Change	2016	2017	Change
GTC	3,578	3,550	-0.78%	27	27	0.00%	133	131	-0.78%	1:51	1:50	-0.90%
Paratransit	3,438	4,091	18.99%	23	23	0.00%	149	178	18.99%	2:23	5:00	109.79%
Total	7,016	7,641	8.91%	50	50	0.00%	282	309	9.70%	4:14	6:50	61.42%

	Social Media			MATBUS Overview		
	2016	2017	Change	2016	2017	Change
matbus.com	20,504.00	21,379.00	4.27%	Collisions	0	#DIV/0!
matbusmobile.com	0.00	11,580.00	#DIV/0!	Collisions / 100K Miles	0.00	#DIV/0!
igoecochallenge.com	0.00	3,604.00	#DIV/0!	Complaints	6.00	7.00
Rider Alert Subscribers	2,769.00	3,080.00	11.23%	Complaints / 1,000 Passengers	0.03	0.04
Facebook Likes	2,619.00	2,630.00	0.42%	Incidents	14.00	44.00
Twitter Followers	546.00	715.00	30.95%	Incidents / 1,000 Passengers	0.08	0.22
YouTube Views	20,130.00	24,088.00	19.66%			
MATBUS App	0.00	8,134.00	#DIV/0!			

MATBUS Comments / Notes / Upcoming Events
 March 1, 2017, evening Route 7 was eliminated and replaced with Route 4 (operating two buses every 30-minutes until 11:15 p.m., Monday-Saturday).

MATBUS Transit Operations Report - April 2017

Moorhead	Ridership			Rev. Hours			Passengers / Hour			On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change	2016	2017	Change
Route 1	6,497	5,830	-10.27%	290.00	278.75	-3.88%	22.40	20.91	-6.64%	80.21%	88.25%	10.02%
Route 2	10,441	9,191	-11.97%	376.50	358.25	-4.85%	27.73	25.66	-7.49%	79.13%	93.66%	18.36%
Route 3	3,942	3,488	-11.52%	289.60	279.10	-3.63%	13.61	12.50	-8.19%	89.37%	68.61%	-23.23%
Route 4	9,770	10,101	3.39%	649.62	839.50	29.23%	15.04	12.03	-20.00%	81.46%	74.67%	-8.34%
Route 5	4,919	3,493	-28.99%	290.85	278.10	-4.38%	16.91	12.56	-25.73%	92.14%	95.31%	3.44%
Route 6	890	960	7.87%	153.50	147.00	-4.23%	5.80	6.53	12.63%	97.04%	96.94%	-0.10%
Route 7	1,282	0	-100.00%	116.00	0.00	-100.00%	11.05		-100.00%	75.05%		-100.00%
Route 8	1,505	1,559	3.59%	116.50	111.50	-4.29%	12.92	13.98	8.23%	75.58%	83.91%	11.02%
Route 9	651	443	-31.95%	166.00	160.00	-3.61%	3.92	2.77	-29.40%	85.11%	97.50%	14.56%
Total	39,897	35,065	-12.11%	2,448.57	2,452.20	0.15%	16.29	14.30	-12.24%	83.90%	87.36%	4.12%

Fargo	Ridership			Rev. Hours			Passengers / Hour			On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change	2016	2017	Change
Route 11	7,001	6,411	-8.43%	385.00	370.00	-3.90%	18.18	17.33	-4.71%	84.45%	72.33%	-14.35%
Route 13	12,094	9,988	-17.41%	749.00	720.00	-3.87%	16.15	13.87	-14.09%	83.43%	80.99%	-2.92%
Route 13U	5,767	4,281	-25.77%	318.05	279.40	-12.15%	18.13	15.32	-15.50%	92.47%	78.34%	-15.28%
Route 14	13,962	13,330	-4.53%	1,140.50	1,096.25	-3.88%	12.24	12.16	-0.67%	86.84%	72.20%	-16.86%
Route 15	29,079	27,103	-6.80%	1,367.50	1,310.00	-4.20%	21.26	20.69	-2.70%	90.40%	84.05%	-7.02%
Route 16	6,144	5,860	-4.62%	524.82	504.25	-3.92%	11.71	11.62	-0.73%	86.21%	90.03%	4.43%
Route 17	3,094	3,374	9.05%	192.50	185.00	-3.90%	16.07	18.24	13.47%	87.57%	84.08%	-3.99%
Route 18	4,733	4,377	-7.52%	361.50	347.50	-3.87%	13.09	12.60	-3.80%	90.59%	80.96%	-10.63%
Route 23	1,989	2,004	0.75%	403.20	387.50	-3.89%	4.93	5.17	4.84%	82.16%	84.46%	2.80%
Total	83,863	76,728	-8.51%	5,442.07	5,199.90	-4.45%	15.41	14.76	-4.25%	87.12%	80.83%	-7.23%

NDSU	Ridership			Rev. Hours			Passengers / Hour			On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change	2016	2017	Change
Route 31	6,219	3,955	-36.40%	262.50	225.00	-14.29%	23.69	17.58	-25.81%	96.28%	90.21%	-6.30%
Route 32E	14,563	16,989	16.66%	231.00	198.00	-14.29%	63.04	85.80	36.10%	97.23%	68.08%	-29.98%
Route 32W	4,257	3,703	-13.01%	126.00	108.00	-14.29%	33.79	34.29	1.48%	93.90%	80.13%	-14.66%
Route 33	22,412	18,539	-17.28%	720.30	617.40	-14.29%	31.11	30.03	-3.49%	95.02%	84.92%	-10.63%
Route 34	13,805	5,146	-62.72%	194.25	166.50	-14.29%	71.07	30.91	-56.51%	96.24%	88.97%	-7.55%
Route 35	584	662	13.36%	43.89	37.62	-14.29%	13.31	17.60	32.25%	96.10%	96.67%	0.59%
Total	61,840	48,994	-20.77%	1,577.94	1,352.52	-14.29%	39.19	36.22	-7.57%	95.80%	84.83%	-11.45%

Other	Ridership			Rev. Hours			Passengers / Hour			On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change	2016	2017	Change
LinkFM	1,644	2,349	42.88%	287.00	275.00	-4.18%	5.73	8.54	49.12%	88.86%	81.33%	-8.47%
9000's	263	72	-72.62%	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	100.00%	100.00%	0.00%
Total	1,907	2,421	26.95%	287.00	275.00	-4.18%	6.64	8.80	32.49%	88.86%	81.33%	-8.47%

Total	Ridership			Rev. Hours			Passengers / Hour			On-Time Perf.		
	2016	2017	Change	2016	2017	Change	2016	2017	Change	2016	2017	Change
MATBUS	187,507	163,208	-12.96%	9,755.58	9,279.62	-4.88%	19.22	17.59	-8.49%	88.92%	83.59%	-6.00%

Memorandum

To: MAT Coordinating Board
From: Lori Van Beek, Moorhead Transit Manager
Date: May 16, 2017
RE: *Capital Grants for 2017-2018*



Existing Fleet:

The anticipated replacement schedule (see attached) for Moorhead's transit fleet indicate that the following buses are due for replacement in 2018 due to age and/or mileage:

- Three fixed route buses - 2005 Orion 30' buses, Units 591, 592 and 593
- One senior ride van, - 2014 Dodge Caravan, Unit 1226

State Grant Funding – 2 Large Buses:

In 2017, the State of Minnesota approved State funding for one large transit bus to replace Unit 593 and for one large transit bus for expansion. The two buses would be ordered in 2017 for delivery in 2018. The estimated cost of the replacement bus is \$471,000, with 80% State funding and 20% or \$94,200 local. It is anticipated that local share funds would be through 2018 Capital Improvement Funds. This replacement bus was included in the five-year Capital Improvement Plan (CIP) projects submitted to the Moorhead Finance Director. The expansion bus is estimated to cost \$482,000 and will be 100% State funded.

Federal Grant Funding – 2 Large Buses and 1 Mini Van: The State of Minnesota has authorized the City to use Moorhead's appropriation of Federal Section 5307 funding to purchase two large transit buses and one replacement mini-van. Moorhead's five-year CIP lists one large bus and one mini-van for funding in 2018, and one large bus in 2019. The cost estimate is \$482,000 per large bus and \$28,000 for the van for a total of \$992,000. The funding would be 80% federal and 20% local or \$198,400.

Options are available under the joint procurement with the Duluth Consortium (for the five-year period 2014-2019) to purchase all four of the large buses for Moorhead as well as large buses for Fargo. The mini-van would be purchased from the Minnesota State bid.

Recommended Motion: To recommend setting a public hearing for submission of a federal grant application for 2017-2018 capital equipment. Also, to recommend to the Moorhead City Council purchase of up to four large transit buses from New Flyer Industries per the Duluth Consortium award for 35-foot diesel BRT-style buses, with local funds to be provided upon delivery in 2018 using CIP funds.

	Vehicle Pool	Vehicle Number	Vehicle Year	Make/Model	Mileage Dec 31, 2016	Life (Years)	Life (Miles)	Anticipated Replacement Year
★	Fixed Route	591	2005	Orion VII - 30'	421,810	12	500,000	2018
★	Fixed Route	592	2005	Orion VII - 30'	423,920	12	500,000	2018
★	Fixed Route	593	2005	Orion VII - 30'	456,070	12	500,000	2018
	Fixed Route	1020	2010	New Flyer - 35'	253,597	12	500,000	2022
	Fixed Route	2151	2015	New Flyer - 35'	49,679	12	500,000	2027
	Fixed Route	2161	2015	New Flyer - 35'	44,482	12	500,000	2028
	Fixed Route	2162	2015	New Flyer - 35'	42,697	12	500,000	2028
	Fixed Route	2163	2015	New Flyer - 35'	42,483	12	500,000	2028
	Fixed Route	2164	2015	New Flyer - 35'	39,788	12	500,000	2028
	Fixed Route	2171	2016	New Flyer - 35'	-	12	500,000	2025
	Fixed Route	2172	2016	New Flyer - 35'	-	12	500,000	2025
	Senior Ride	1167	1999	Ford Windstar (Back-up Only)	95,872	4	100,000	2018
	Senior Ride	1209	2013	Dodge Caravan	95,078	4	100,000	2017
★	Senior Ride	1226	2014	Dodge Caravan	60,198	4	100,000	2018
	Senior Ride	5151	2015	Dodge Caravan	33,675	4	100,000	2019
	Paratransit	1218	2012	Ford Goshen GCII	142,933	5	150,000	2017
	Paratransit	1225	2014	Ford Goshen GCII	75,385	5	150,000	2019
	Paratransit	1231	2015	Ford Goshen GCII	51,758	5	150,000	2020
	Paratransit	1232	2015	Ford Goshen GCII	47,304	5	150,000	2020