

**REQUEST FOR PROPOSAL**  
**FOR**  
**ON-CALL ELECTRICAL MAINTENANCE AND REPAIR SERVICES**

**Issued by:**

**M-1 RAIL**  
**Date: FEBRUARY 10, 2023**

**Proposals must be submitted**  
**No later than 4:00 PM EST**  
**MARCH 15, 2023**

**LATE PROPOSALS WILL BE REJECTED**

**(This RFP contains 12 pages excluding Appendices)**

## TABLE OF CONTENTS

Introduction .....	1
Project Website .....	1
RFP Schedule .....	1
Submittal Instructions .....	1
Project Information.....	2
Project Scope of Work.....	2
Conditions of Submittal .....	5
M-1 RAIL Conditions .....	5
Proposal Requirements.....	11
Evaluation Process .....	11
Appendix A – Insurance Requirements.....	13

## Introduction

M-1 RAIL (Owner) is a Michigan nonprofit corporation that owns and operates the QLINE, a 6.6-mile circulating streetcar route serving multiple locations on Woodward Avenue from Downtown Detroit through Midtown, New Center, and the North End. The QLINE opened to the public in May 2017 and has served over 4 million riders in its five years of service.

This Request for Proposal (RFP) is for On-Call Electrical Maintenance and Repair Services, which includes scheduled annual inspections for both the overhead contact system (OCS) and traction power substations (TPSS), annual OCS tensioning, on-call maintenance services, non-emergency and emergency repairs, and M-1 RAIL staff training for preventative maintenance activities.

Proposers will prepare a Proposal including a pre-qualification statement that includes a cost proposal for a cost plus fixed-fee contract as well as billing rates for staff for on-call work activities.

### ***Project Website***

Information related to this RFP, including questions and addenda, will be made available at the following website: [www.qlinedetroit.com/rfp](http://www.qlinedetroit.com/rfp)

### ***RFP Schedule***

Issue RFP	February 10, 2023
Deadline for Questions and Clarifications	February 17, 2023
Response to Questions and Clarifications Posted	February 22, 2023
Proposals Due	March 15, 2023
Selection	March 22, 2023
Award Contract	March 31, 2023

### ***Submittal Instructions***

Proposals must be submitted no later than **4:00 P.M. EST** on **March 15, 2023**.

Proposals shall be submitted in PDF format via email to [ken.dilaura@m1rail.org](mailto:ken.dilaura@m1rail.org).

All Proposals will be reviewed by a selection committee established by M-1 RAIL. The committee will select a Contractor, and a Contract will be executed by the parties.

## **Project Information**

### ***Project Scope of Work***

The following scope of work outlines the tasks to be performed for on-call electrical system repair and maintenance. The services performed include scheduled annual inspections for both the overhead contact system (OCS) and traction power substations (TPSS), annual OCS tensioning, on-call maintenance services, non-emergency and emergency repairs, and M-1 RAIL staff training for preventative maintenance activities. Systems that may be worked on range in variety from traditional electrical repair and maintenance activities within the maintenance and administration facility, the overhead contact system (OCS), traction power substations (TPSS), streetcar charging stations, and lighting. The contractor must agree to have personnel attend and complete M-1 RAIL required safety training for activities for which they are required.

#### **1. Task 1 – OVERHEAD CONTACT SYSTEM (OCS) INSPECTION**

Within 60 days of receiving a notice to proceed, it is expected that the 2023 annual inspection will be scheduled and completed. The annual inspection includes two primary components, a climbing inspection to allow for close observation of the system and a preventative maintenance schedule and records review. Additionally, the initial 2023 annual inspection will also require an in-the-field and classroom training session with M-1 RAIL maintenance staff on the recommended preventative maintenance activities to be completed between annual inspections. Classroom materials and a test to validate the training session should be prepared by the contractor and be provided to M-1 RAIL for new-hire training activities following the project kick-off.

Subsequent annual OCS inspections will be required no less than 13 months following the previous year inspection and will include refresher training activities.

##### Subtask 1.1 – Climbing Inspection

Occurring annually the climbing inspection will inspect the OCS system to identify and document excessive part or component wear and repair activities required to avoid part failure and a required emergency repair. Inspection activities will be documented in an inspection checklist and inspection report that is signed and accepted by M-1 RAIL staff. The inspection checklist and report will include:

- An overall summary of the inspection activities and findings
- A checklist of the completed inspection activities
- A list of both required and recommended repairs over a 24-month period
- Photo documentation of the inspection and repair needs

If parts and equipment are on-site and available, required repairs and tensioning should be performed during the inspection on-site visit. If part and materials are not available, non-emergency repairs must be scheduled within 30 days of being identified during the annual inspection unless otherwise approved by the General Manager.

##### **Deliverables:**

- List of presentative maintenance activities
- Preventative maintenance classroom training materials

- Training test materials
- List of components to be inspected
- Annual inspection report

#### Subtask 1.2 – OCS Preventative Maintenance Training and Records Review

Occurring annually, during the inspection visit, a preventative maintenance record review will be performed. A selection of up to 5 inspection reports that includes at least 2 monthly and semi-annual inspections will be reviewed for level of documentation and recommended process improvements. Along with the records review is a records review report that will have copies of and summarize the inspection reports that were reviewed along with any process improvement changes or maintenance procedure updates.

#### **Deliverables:**

- List of preventative maintenance activities
- Preventative maintenance classroom training materials
- Training test materials
- Preventative maintenance record review report

### **Task 2 – TRACTION POWER SUBSTATION (TPSS) INSPECTION**

#### Subtask 2.1 – On-Site TPSS Inspection

Within 60 days of receiving a notice to proceed, it is expected that the 2023 annual inspection of all four traction power substations (TPSS) will be scheduled and completed. Additionally, the initial 2023 annual inspection will also require an in-the-field and classroom training session with M-1 RAIL maintenance staff on the recommended preventative maintenance activities to be completed between annual inspections. Classroom materials and a test to validate the training session should be prepared by the contractor and be provided to M-1 RAIL for new-hire training activities following the project kick-off.

Subsequent annual TPSS inspections will be required no less than 13 months following the previous year inspection and will include refresher training activities.

Occurring annually, the TPSS inspection will include inspection of the entire perimeter of each TPSS site as well as inspection within each TPSS itself. Inspections must document system conditions and make recommendations for preventative repairs. Inspection activities will be documented in an inspection checklist and inspection report that is signed and accepted by M-1 RAIL staff. The inspection checklist and report will include:

- An overall summary of the inspection activities and findings
- A checklist of the completed inspection activities
- A list of both required and recommended repairs over a 24-month period
- Photo documentation of the inspection and repair needs

If parts and equipment are on-site and available, required repairs should be performed during the inspection on-site visit. If parts and materials are not available non-emergency repairs must be scheduled within 30 days of being identified during the annual inspection unless otherwise approved by the General Manager.

**Deliverables:**

- List of components to be inspected
- Training test materials
- Annual Inspection Report

**Subtask 2.2 – TPSS Preventative Maintenance Records Review**

Occurring annually during the inspection visit a review of TPSS preventative maintenance records will be performed. A selection of up to 5 inspection reports that includes at least 2 weekly and 2 monthly inspections will be reviewed for the level of documentation and recommended process improvements. Along with the records review is a records review report that will have copies of and summarize the inspection reports that were reviewed along with any process improvement changes or maintenance procedure updates.

**Deliverables:**

- List of preventative maintenance activities
- Preventative maintenance classroom training materials
- Preventative maintenance record review report

**Task 3 – NON-EMERGENCY ELECTRICAL REPAIRS AND TECHNICAL ADVISING**

Non-emergency electrical repairs and technical advising will be performed on an as-needed basis. An email or verbal response acknowledging a request for non-emergency repairs and technical advising will be expected within 24 hours of the request from M-1 RAIL if requested Monday – Friday. If requested over the weekend or a holiday, a response will be required by the end of the first business day following the holiday or weekend. A written summary of services performed is required for all non-emergency repairs and technical advising sessions. The on-call maintenance team will be expected to provide their own tools and required equipment to perform their work. If requested M-1 RAIL will provide traffic control if it is needed.

**Deliverables:**

- Repair summary report
- Technical advising summary report

**Task 4 – EMERGENCY ELECTRICAL REPAIRS**

Emergency repairs and will be performed on an as-needed basis. An email or verbal response acknowledging a request for emergency repairs will be expected within 4 hours of the request from M-1 RAIL including holidays and weekends. A written summary of services performed is required for all non-emergency repairs and technical advising sessions. If requested M-1 RAIL will provide traffic control if it is needed.

**Deliverables:**

- Repair summary report

## Conditions of Submittal

### *M-1 RAIL Conditions*

#### Selection Process

Submission of a Proposal in response to this RFP indicates the Proposer's acceptance of the evaluation process.

#### Requests for Clarification

Any and all inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this RFP shall be made by e-mail **by 4:00 PM EST, February 17, 2023** to:

**Ken DiLaura**

Chief Financial Officer, M-1 RAIL

[ken.dilaura@m1rail.org](mailto:ken.dilaura@m1rail.org)

Proposers may be disqualified if any unsolicited contact related to this RFP is made with an employee or representative of M-1 RAIL other than the individual named above during the RFP process.

Responses to all inquiries shall be compiled in one document and posted at [www.glinedetroit.com/rfp](http://www.glinedetroit.com/rfp). This response by M-1 RAIL will be the only official method for communicating interpretations, clarifications, or additional information.

#### Addenda

All addenda issued by M-1 RAIL before the Proposal due date are part of the RFP, and all requirements shall be incorporated into the Proposal. The Proposer shall acknowledge receipt of each addendum by positively responding acceptance via email to the CFO, as listed above.

#### Cancellation of Contract

If M-1 RAIL determines that termination is in M-1 RAIL's best interest, they may terminate the contract or any portion thereof. If M-1 RAIL orders termination of the Contract effective on a certain date, M-1 RAIL will pay the Contractor for completed and partially-completed work as of that date as a percent of the Contract price. If M-1 RAIL terminates a portion of the Contract, M-1 RAIL may stop delivery and payment for materials deemed unnecessary. M-1 RAIL will compensate the Contractor a fair and equitable amount for all direct costs incurred on items of eliminated work prior to their removal from the Contract.

M-1 RAIL may choose to purchase from the Contractor acceptable materials obtained for the work but not used at actual cost delivered to a prescribed location plus 5 percent, or otherwise disposed of as mutually agreed.

The Contractor must submit any claim for additional compensation not covered in the Contract within 60 days after the effective termination date, or as otherwise authorized by M-1 RAIL. The Contractor must make records available to support the validity and amount of compensation sought. The Contractor is not entitled to compensation for loss of anticipated profits due to the M-1 RAIL's termination of the Contract or any portion thereof.

M-1 RAIL's decision to terminate the Contract or a portion thereof will neither relieve the Contractor of its Contractual responsibilities for the completed work, nor will it relieve the Surety of its obligation for any just claim arising out of the work performed.

M-1 RAIL may terminate the Contract after determining that, for reasons beyond either M-1 RAIL's or the Contractor's control, the Contractor is prevented from proceeding with or completing the Contract work.

Reasons for termination may include, but are not limited to, the following:

- Executive orders by the President of the United States relating to war or national defense;
- A national emergency that creates a serious shortage of materials;
- Orders from duly constituted authorities relating to energy conservation, preservation of archaeological and historical findings, funding problems, or a change in Project priorities;
- Restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws, or where the issuance of the order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor; or
- A differing site condition, public health emergency, or altered character of work amounting to significant additional contract costs.

M-1 RAIL will deliver a Notice of Termination to the Contractor that specifies the extent of termination and the effective date. After receipt of a Notice of Termination, the Contractor must immediately proceed with the following obligations:

1. Stop work as specified in the notice;
2. Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the remaining portion of the contract;
3. Terminate all subcontracts to the extent they relate to the work terminated;
4. Transfer title and deliver to M-1 RAIL the following:
  - For the fabricated, partially fabricated, or unfabricated parts, all work in progress, completed work, supplies and other material produced or acquired for the terminated work; and
  - The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, the Contractor would have been required to provide to M-1 RAIL;
5. Complete the performance of the non-terminated work;
6. Take inventory of acceptable materials obtained for the Project that has not been incorporated into the work; and
7. Take any action necessary, or directed by M-1 RAIL, for the protection and preservation of the property related to the contract that is in the possession of the Contractor and in which M-1 RAIL has or may acquire an interest.

#### Notice to Proceed

The selected Contractor shall not begin work until a Notice to Proceed ("NTP") has been issued by M-1 RAIL. Work done by the Contractor prior to the NTP is not eligible for compensation without express written approval from M-1 RAIL.

#### Term

The contract term will be for three years following Notice to Proceed with an option of two additional one-year extensions.



### Completeness of Proposal

Each Proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of the RFP. Failure to comply with the requirements contained in the RFP may be subject for rejection of the Proposal. Any Proposal submitted past the deadline or that does not meet the requirements of this RFP will be rejected and will not be evaluated.

### Withdrawal or Modification

Proposals may be withdrawn and resubmitted any time prior to the RFP deadline but may not be changed, altered, or modified after the deadline. Proposal withdrawal requests after the deadline must be made by the Proposer in writing and must include reasons for the withdrawal. M-1 RAIL reserves the right to reject Proposal withdrawal requests made after the deadline; this decision will be at the sole discretion of M-1 RAIL.

### Validity Period

Proposals are to remain valid for a period of 90 days beyond the submittal deadline.

### Conflicts of Interest

Organizational conflict of interest means that because of other activities or relationships with other persons or entities, an Organization:

- Is unable, or potentially unable, to render impartial assistance or advice to M-1 RAIL
- Is, or might otherwise be, impaired in its objectivity in performing the Contract work
- Has an unfair competitive advantage

Disclosure, evaluation, neutralization, and management of these conflicts and the appearance of conflicts, is in the interest of the public and M-1 RAIL. Proposers are required to disclose all relevant facts concerning any past, present, or currently planned interests, activities, or relationships that may present an organizational conflict of interest. Proposers shall state how their interest, activities, or relationships, or those of the chief executives, directors, key Project personnel, or proposed consultants may result, or could be viewed as, an organizational conflict of interest. Proposers shall submit a Conflict of Interest Statement with the Proposal. It is recommended to contact M-1 RAIL immediately if a conflict of interest is found, or appears to be present, so a course of action may be determined with minimal impact to a Proposer.

If an Organizational Conflict of Interest is determined to exist, M-1 RAIL may, at its sole discretion:

- Offer the Proposer the opportunity to avoid or neutralize the Organizational Conflict of Interest
- Disqualify the Proposer from participation
- If award has already occurred, declare the Proposer nonresponsive and award the contract to the next highest scoring Proposer
- Cancel the contract

If the Proposer was aware of an Organizational Conflict of Interest prior to award of a contract and did not disclose the conflict, M-1 RAIL may terminate the Contract for default.

### Equal Employment Opportunity

The Submitter will be required to follow both the State of Michigan and Federal Equal Employment Opportunity (EEO) policies.

### Obligations of Parties

The Proposer is solely responsible for ensuring that its Proposal is clear, correct, and consistent. M-1 RAIL reserves the right, at its sole discretion (but is not obligated), to:

- Investigate the qualifications of any Proposer
- Seek or obtain data from any source related to the Proposal
- Require confirmation of information furnished by a Proposer
- Require additional information from a Proposer concerning its Proposal
- Seek and receive clarifications to a Proposal
- Require additional evidence of qualifications to perform the work
- Modify the RFP process
- Waive minor deficiencies and irregularities in a Proposal
- Reject any or all Proposals
- Cancel, modify, or withdraw the RFP
- Issue a new RFP

### Additional Requirements

By submitting a Proposal, the Proposer understands and acknowledges the following:

1. M-1 RAIL reserves the right to accept or reject any or all Proposals and to waive irregularities and technicalities which, in its opinion, would best serve its interests or the interests of the Project. M-1 RAIL reserves the right to cancel or withdraw this RFP, without liability, at any time prior to the execution of a formal contract by M-1 RAIL. M-1 RAIL also reserves the right to make investigations and inquiries as it deems necessary to determine the ability and qualifications of any submitting firm or team to perform the work or services requested.
2. This RFP is not an offer to enter into a contract. M-1 RAIL intends to begin contract negotiations with the firm or team it selects as the best firm or team for the Services, but reserves the right to enter into negotiations with one or more qualified firms or teams at the same time. Should negotiations with a party fail to result in the execution of a formal contract, M-1 RAIL reserves the right to terminate negotiations with such party and may, at its discretion, begin negotiations with the next-most-qualified party, as determined by M-1 RAIL. This process may continue until a contract is negotiated and signed or until M-1 RAIL terminates or withdraws this RFP.
3. The Contractor shall comply with all applicable laws and regulations during the conduct of the Contract. This includes any and all requirements to conduct business in the City of Detroit, the County of Wayne, and State of Michigan. By submitting a Proposal, the Proposer will be confirming their compliance with these requirements.
4. M-1 RAIL shall not be liable, nor will provide any compensation, for costs incurred by teams responding to this RFP, or any costs incurred in connection with any discussions, correspondence or negotiation sessions.
5. Insurance  
The general insurance requirements, as well as minimum limits, for insurance to be carried by the Contractor are set forth in attached **Appendix A**. M-1 RAIL reserves the right to increase or change these requirements during the selection process. Any construction services contract entered into

with contractors selected under this RFP shall require the Contractor to carry the necessary liability insurance during the terms of this contract or any extension thereof. A certified copy of the insurance policy shall be provided to M-1 RAIL as evidence thereof naming M-1 RAIL, M-2 RAIL, their directors, officers, agents, consultants and employees as additional insureds for public liability and property damage, pursuant to an endorsement acceptable to M-1 RAIL and providing for a thirty (30) day notice to M-1 RAIL prior to termination or cancellation of the policy. M-1 RAIL reserves the right to require review and approval of the actual policy of insurance before it executes an agreement pursuant to this RFP. All liability insurance coverages shall be maintained in effect for a period of not less than five (5) years after completion of the work. The Contractor shall give M-1 RAIL prompt written notice of any claims made during the periods in which the insurance coverages are in effect.

#### 6. Indemnification and Defense of Suits

Any construction services contract entered into with the Contractor selected under this RFP shall require the Contractor to the fullest extent permitted by law, to defend, indemnify, and hold harmless M-1 RAIL, M-2 RAIL, their constituent entities, officers, agents, and employees, and MDOT, and its officers, directors, agents and employees (collectively, the "Indemnified Parties"). In case any claim is made, or any action in court, or proceeding before an administrative agency is brought against any of the Indemnified Parties arising out of or resulting from the failure, omission or neglect of the Contractor, a Subcontractor, or any other parties or entity performing any portion of the Services, in whole or in part, to perform any of the covenants, acts, matters or things by this Agreement undertaken or for injury or damage caused by the negligence of the Contractor, a Subcontractor, or any other parties or entity performing any of the Services, then the Consultant shall defend, indemnify, and save harmless the Indemnified Parties from all liabilities, losses, damages, costs, expenses, judgments, or decrees arising out of such claim, action, or proceeding. M-1 RAIL shall tender the defense of any claim or action at law or in equity or other proceeding to the Contractor, and upon such tender, it shall be the duty of the Contractor or the Contractor's insurer to defend such claim or action without cost or expense to any of the Indemnified Parties. The Contractor shall be solely responsible for the conduct and performance of the Services required under the construction services contract and for the results therefrom. This clause is not intended to have the Contractor be responsible for the negligent errors or acts of the Indemnified Parties. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 6. In claims against any Indemnified Party by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 7 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, a Subcontractor, or any other person or entity performing any portion of the Services under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### 7. Records, Audits, and Confidentiality

Any contract entered into with M-1 RAIL selected under this RFP shall require the Contractor to maintain a Services file, incorporating all materials for future reference by M-1 RAIL. The Contractor shall provide copies of all data, calculations and reports, as may be requested by M-1 RAIL. All materials produced under the contract are to become and/or remain the property of M-1 RAIL, which may utilize such material in any manner or purpose as it desires without the further permission, approval or compensation to the Contractor. The Contractor may not use or publish any materials produced under the contract without the written permission of M-1 RAIL. The

Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance of the services contract in accordance with accepted applicable industry practices. M-1 RAIL, or any of its duly authorized representatives, shall have access at all times to such books, records, documents, papers or any records of the Contractor which are directly pertinent to these Services or the agreement between the Contractor and M-1 RAIL, for the purpose of making audits, examinations, excerpts and transcriptions, including audits of the fees or reimbursables paid or payable to the Contractor or any Subcontractor. M-1 RAIL and the Contractor shall comply with the *Michigan Open Meetings Act* (MI Act No. 442) and the *Michigan Freedom of Information Act* (MI Act No. 267), and the Contractor will assist M-1 RAIL in conforming to the law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of the final payment under the services contract. All data and information pertaining to this RFP shall be treated by the Proposer and its agents as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda and/or in another job or jobs, unless written consent is obtained from M-1 RAIL.

All material submitted pursuant to this RFP shall become the property of M-1 RAIL.

Submittals shall be kept confidential and will not be released until the Contractor selection process is complete with the exception of the Contractor selection process.

#### 8. Non-Discrimination and Equal Employment

Any Services contract entered into with the Contractor selected under the future RFP shall require the Contractor to agree:

- a. not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status;
- b. not to discriminate for the same reason in regard to tenure, terms, or conditions of employment;
- c. not to deny promotion or increase in compensation solely for these reasons;
- d. not to adopt or enforce any rule or employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status, or familial status;
- e. not to seek such information as to any employee as a condition of employment;
- f. not to penalize any employee or discriminate in the selection of personnel for training solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status.

#### 9. Subcontracting / Project Teams

Proposers responding to this RFP may identify and utilize Subcontractors in order to appropriately fulfill all aspects of the scope of services as outlined in this document. The Prime Contractor that enters into a Services contract under this RFP shall be responsible for all services performed under the contract by its Subcontractors. Unless identified in the response to this RFP, none of the services to be performed under the Services contract shall be subcontracted without the prior written approval of M-1 RAIL. If any services are subcontracted, the performance of such services shall be specified by the construction services contract and shall be subject to each provision contained therein.

## 10. E-Verify Compliance

The Proposer warrants that it complies with all Federal Immigration laws and regulations that relate to its employees with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the E-Verify system established by the Department of Homeland Security. The Proposer warrants (by submitting this RFP) that it is in compliance with the Act in relation to all employees performing work in the United States and do not knowingly employ persons in violation of United States immigration laws, and, by the date of performance of services under this contract, the Consultant and all Subconsultants have implemented the E-Verify program for all employees who will perform work on this project.

For information on E-Verify, please refer to the following website: <http://www.uscis.gov/>

## Proposal Requirements

Proposal shall include Proposer's firm, name of overall Contractor Project Manager, and Project Manager's contact information, along with the date submitted and confirmation of below prequalification.

### Prequalification Information

To submit Proposal, Contractor (or its team members) shall be prequalified with MDOT for the following Work Categories:

Work Type Code	Work Type Description	Contractor/Subcontractor(s) to Perform the Work
L	Electrical	

Proposal shall include confirmation of prequalification in each of these categories.

### Ability to meet Schedule

Proposal shall include a statement on the ability to meet the outlined project schedule.

### History with M-1 Rail

Proposal shall include a statement on the history of familiarity of the contractor in working with M-1 RAIL.

### Service Fees

Proposal shall provide a cost plus fixed-fee cost estimate for Tasks 1 and 2 and labor rates for on-call activities (Tasks 3 and 4) to per perform the project in its entirety as defined within the Scope of Work.

## Evaluation Process

The criteria listed below will be used to evaluate proposals and select a Contractor to complete the requested construction services for the Project.

- |                                    |            |
|------------------------------------|------------|
| 1. Prequalification Certifications | Pass/Fail  |
| 2. Ability to meet schedule        | Pass/Fail  |
| 3. History with M-1 RAIL           | Best Value |

#### 4. Services Fee

#### Best Value

Proposals will be evaluated by M-1 RAIL on the basis of the evaluation criteria described in this RFP. The Prequalification Certifications and ability to meet schedule requirements will be evaluated as “Pass/Fail” and must receive a “Pass” from M-1 RAIL to be considered responsive.

The Proposer with a responsive Proposal and the best value to M-1 RAIL (as provided with the Proposal) shall be considered the successful Proposer.

M-1 RAIL reserves the right to make the final selection in a manner that best serves its interests.

Proposers should ensure they have reviewed and fully understand the Appendices before submitting a Proposal. By submitting a Proposal, Proposers accept and agree to the Selection Process.

## Appendix A – Insurance Requirements

### INSURANCE REQUIREMENTS FOR SERVICES CONTRACTS

Amounts shown in each section define the limits of coverage required for the agreement.

#### I. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

##### Worker's Compensation

(Must fully comply with all State and Federal requirements)  
(Broad Form All States and Voluntary Compensation Endorsement)

	Employer's Liability	Statutory Requirement
Bodily Injury by Accident	Each Accident	\$500,000.00
Bodily Injury by Disease	Each Occurrence	\$500,000.00
	Policy Limit	\$500,000.00

#### II. GENERAL COMMERCIAL LIABILITY

##### Bodily Injury/Property Damage

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products/Completed	\$2,000,000.00
Operations Aggregate	\$1,000,000.00

##### Personal Injury

Aggregate	\$1,000,000.00
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To include:

- Coverage and terms comparable to ISO CG-0001 Form Occurrence Form
- Premises/Operations Coverage
- Products/Completed Operations Coverage (to extend for four (4) years after acceptance of the work by M-1 RAIL)
- Contractual liability for risks assumed in this agreement
- Endorsement CG2417

#### III. AUTOMOBILE LIABILITY

##### Bodily Injury/Property Damage

Each Accident	\$1,000,000.00
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To include:

- Coverage on all owned, non-owned and hired vehicles

#### IV. UMBRELLA LIABILITY

##### Personal Injury/Property Damage

Each Occurrence	\$5,000,000.00
Aggregate	\$5,000,000.00

To include:

Occurrence Insuring Agreement

First Dollar Defense Coverage

Insuring Agreement, which will:

Provide Excess Protection to the Primary Coverage, exclusive of Professional Liability

#### V. PROFESSIONAL LIABILITY

##### Wrongful Act

Per Claim	\$2,000,000.00
Aggregate	\$2,000,000.00

To include:

Insuring Agreement to cover errors and omissions, including loss, costs, and expenses, that result from the operations of the service provider, including subcontractors.

#### VI. ADDITIONAL LANGUAGE

Additional insureds shall include M-1 RAIL, M-2 RAIL, the City of Detroit, the State of Michigan, the Michigan Department of Transportation, the Michigan State Transportation Commission and their respective officials, directors, officers, employees, agents and consultants.

Insurance shall be primary and non-contributory. A Waiver of Subrogation applies and M-1 will be provided 30-day notice of cancellation.

Note: With regard to Sections II, III, and IV, a Copy of the Insurance Policy shall be provided to M-1 RAIL as evidence thereof naming M-1 RAIL, its officers, directors, agents, and employees as an additional insured for public liability and property damage, and providing for a thirty (30) day notice to M-1 RAIL prior to change, termination, or cancellation. The Contractor shall not have a self-insurance retention. The amount of any deductibles shall be consistent with prudent industry practices, and the Contractor shall be responsible for paying any deductible.