

M-1 RAIL MOBILE TICKETING SYSTEM – REQUEST FOR INFORMATION/QUALIFICATIONS

EXECUTIVE SUMMARY

Through this Request for Information/Qualifications (“RFI”), M-1 RAIL, a non-profit organization formed in 2007 to lead the design, construction, and future operation of a 3.3-mile circulating streetcar along Woodward Avenue between Congress Street and West Grand Boulevard in Detroit, Michigan, is seeking statements of interest and information for a Mobile Ticketing System for the M-1 RAIL streetcar project. Those interested in submitting a response to this RFI should at a minimum outline a recommended approach or varied approaches to the MTS project that addresses the information and requirements discussed below. M-1 RAIL’s ticketing enforcement strategy is “trust but verify”.

GOALS AND OBJECTIVES

M-1 RAIL is seeking information for a Mobile Ticketing System (MTS) that will:

- Allow M-1 RAIL streetcar customers to use a smartphone app to purchase and use fares, quickly and securely,
- Allow M-1 RAIL streetcar customers to use a website to purchase fares for self-printing or display on a smartphone,
- Allow M-1 RAIL employer and student pass program participants to display passes on a smartphone app or provide smartcard-based IDs as proof of payment,
- Allow M-1 RAIL inspectors to validate, verify and collect all fares, with embedded safeguards against fraud,
- Allow M-1 RAIL to easily manage and administer the total solution, for all partners, end-users and customers, and
- Allow M-1 RAIL to easily integrate the solution with other transit services and financial systems.

The application solution must be “Off-the-Shelf” with the exception of cosmetic branding, configurations and product setup. Hardware should be readily available off the self hardware. The system should not require any new development unless specified by M-1 RAIL or recommended by the Contractor and agreed upon by M-1 RAIL.

The objective of this project is to implement a reliable and user friendly MTS by March 31, 2017.

The MTS is comprised of four main functional components: Customer Application, Inspector Application (potentially with Handheld Devices), Customer Website, and Mobile Ticketing Back Office. The inspector application and any necessary handheld devices may be excluded if sufficient validation and fraud protection can be done through visual inspection or other means not requiring capital equipment or software development.

I. CUSTOMER APPLICATION

The MTS shall include a mobile ticketing customer application for use on smart devices by the general public. The mobile ticketing customer application shall meet the following minimum requirements:

A. FARE PRODUCTS / PURCHASE / ACTIVATION / VALIDATION

- The MTS shall provide an easy, quick, and secure way to purchase, reload, issue, activate, and validate all of M-1 RAIL’s current (and future) retail fare products (e.g., daily pass, monthly pass, and annual pass).
- The MTS shall provide an option to all customers to purchase retail fare products at a reduced fare (half price) if they are eligible for such reduced fares (e.g., seniors and individuals with disabilities). A “reminder” screen shall be displayed during purchase clarifying that valid credentials for proving eligibility for a reduced fare, and providing links to information about valid credentials, can be requested by inspectors or drivers at any time.

- The MTS shall allow employees and students of participating institutions to display unlimited use passes based on an access code provided by their institutions.
- The customer shall be able to purchase multiple fare products in advance, store the same on their smart devices and be easily able to select and identify which fare product to use.
- The MTS shall allow the customer to purchase and activate more than one fare product at a time (e. g., a parent may purchase for children, etc.).
- The MTS shall allow the customer to use coupons and redeem loyalty program points.
- The MTS shall support the sale of transit and non-transit products/fare product from M-1 RAIL and other transit and non-transit partners, including joint transit/non-transit fare product (e. g., 1 Day Pass + Detroit Tigers Ticket).
- The fare product sold or displayed through the MTS shall allow fast visual and electronic validation. The MTS shall contain a variety of security features, which shall be approved in advance by M-1 RAIL, to prevent fare evasion or fraud.

B. CUSTOMER INTERFACE

- Minimum customer interaction with the MTS shall be required to access the fare product on the customer's smart device and present it for validation.
- Functionality must be available in the MTS that prevents a customer from accidentally or inadvertently purchasing a fare product, and must support at least five (5) languages (i.e., English, Spanish and three other languages that will be designated by M-1 RAIL during the design process).
- The MTS must have a dedicated frame where M-1 RAIL may display messages on a static or dynamic basis. The frame must be easily and quickly modified, replaced or amended solely by M-1 RAIL (i.e., without Contractor intervention) at any time.

C. PAYMENT

- The MTS should allow for a wide variety of payment methods, including but not limited to credit card, debit card, prepaid debit card, bank account, PayPal, Apple Pay, Android Pay, and pre-tax transit benefits.
- The MTS must be able to process promotion/coupon codes, allowing a customer to obtain a discount or special fare product offer by inputting the code at the point of purchase.
- The MTS shall utilize best industry practices to minimize financial transactions costs (i.e. aggregation of small ticket transactions, convenience fee for purchases less than a threshold level to be specified during the design process, wallet accounts), to protect customer's financial data and to protect the financial data of M-1 RAIL and participating Partners.
- The MTS shall be able to issue electronic receipts via electronic mail and SMS text message for each purchase.

D. FUNCTIONALITY

- The MTS shall function in both online (i.e., with cellular or Wi-Fi access) and offline modes (no wireless signal) with the exception of those functions that require data network communication.
- The MTS shall allow a customer to manage his/her account.
- The MTS shall allow a customer to transfer accounts and fare products (whether or not such fare product has been activated) to a different smart device, such as after getting a new phone.
- The MTS shall store fare products locally in the device (device based) and in the cloud (account based).
- The MTS shall display streetcar hours of operation, real-time arrival/departure times by stop, a diagrammatic system map, and station vicinity maps.

- The MTS shall display service and emergency alerts or other service-related information and receive customized messages from M-1 RAIL.
- The MTS must be able to cross check the handset time settings with the server at the point of purchase or activation. The MTS should automatically check and alert customer support if any person tries to purchase or activate a ticket when their handset is set to a time in the future. The MTS must be configured to take into account time zones.
- All transactions must be stamped and recorded with geolocation (when available on the smart device).
- The MTS shall accept upgrades made by M-1 RAIL (or a third party Contractor working on behalf of M-1 RAIL) without requiring replacement or modification of the MTS.
- The MTS shall allow M-1 RAIL to change fare product offerings and prices at any time without Contractor intervention.
- The MTS shall allow designated staff of employers participating in its employer pass program to manage a list of eligible affiliates via a web portal and provide reports suitable for monthly invoicing. As an alternative, a discount code may be provided for self-service enrollment by eligible affiliates via the MTS customer application.
- The MTS shall allow designated staff of higher education institutions participating in its student pass program to manage a list of eligible affiliates and provide reports suitable for invoicing. The MTS shall distinguish between mandatory student passes purchased in bulk (e.g. for dormitory residents) and optional student passes purchased a la carte (e.g. during the class registration process), which may have different price structures. As an alternative, a discount code may be provided for self-service enrollment by eligible affiliates via the MTS customer application.

E. INSTALLATION AND UPDATES

- The MTS shall be easy for customers to download and install (i.e., one-touch) and available in Google Play and Apple App Store.
- The MTS shall support the regular release of application updates without having an impact on the customers' stored fare products or data.
- The MTS shall be updated to be operational under any new operating system or any update of other third party software released during the Term of the Contract.

F. OTHER REQUIREMENTS

- The MTS shall run on the prevalent supported versions (i.e., the versions supported by the operating systems company) of at least the following operating systems: iOS (Apple) and Android (Google).
- Contractor must adhere to the best practices and standards in the transit technology industry in the design, development, implementation, operation, maintenance, repair, and updating of the MTS.
- The selected Contractor shall be responsible for providing updates and upgrades to the MTS as new updates to the various smart devices (i.e., smartphones or other smart devices used by customers) operating systems are released or as smart device hardware is changed to ensure proper functionality and backward compatibility during the Term of the Contract.

II. INSPECTOR APPLICATION AND HARDWARE (Optional)

The MTS shall include a mobile ticketing inspector application and, if necessary associated ruggedized handheld device hardware. The mobile ticketing customer application shall meet the following minimum requirements:

- The MTS shall verify authenticity of tickets and passes through optical scanning (e.g. dynamic QR code) and Near Field Communications (NFC) mechanisms.

- The Inspector Application shall communicate in less than 1 second with the back office ticket management system to verify the current validity of all tickets and passes.
- The Inspector Application shall have a variety of security features, which are approved in advance by M-1 RAIL, to prevent electronic validation of expired or fraudulently acquired fare products.
- The Contractor shall provide five (5) ruggedized handheld devices installed with the Inspector Application.
- Alternatives to an inspector application and hardware will be considered if they can provide the same level of validation and fraud protection as the formal application and hardware

III. CUSTOMER WEBSITE

As part of the MTS, the Contractor shall provide to M-1 RAIL, an M-1 RAIL Streetcar branded secure website with comprehensive tools to enable customers to perform a variety of functions, including, but not limited to, registration, account lookup, ticket purchases / reloads, manage auto loads (based on time or thresholds), move mobile fare product between the smart device and the cloud (customer account), bank card/account registration, view transactions, view purchased fare product, check Loyalty Program status, redeem points. Customers will also be able to receive automatic updates (account status change, executed auto load, purchase confirmation, rider alerts, transit related news, etc.) from the MTS by email and SMS text message. The potential for future collaboration with an external entity (such as Downtown Detroit Partnership, Inc.) to provide notifications of, and links to, downtown business promotions will be supported, including the potential for BLE-enabled notices of nearby business websites and/or promotions. It is not anticipated that this feature will be operationalized at service startup.

IV. MOBILE TICKETING BACK-OFFICE

The MTS shall include a back office system to manage ticket inventory and provide an interface by which M-1 RAIL staff define fare product offerings, manage customer accounts, generate invoices for pass programs, and create revenue reports. The mobile ticketing back office system shall meet the following minimum requirements:

A. MANAGEMENT, ADMINISTRATION AND MONITORING TOOL

- M-1 RAIL shall be able to configure an expiration (in days or months) for each non-activated fare purchased, to limit deferred revenue issues.
- M-1 RAIL shall be able to limit the offline use of fares to prevent fraud and abuses.
- M-1 RAIL shall be able to easily configure new or existing fares, their appearance (including the security features), their label, cost, durations, limitations, rights and visibility.
- M-1 RAIL shall be able to configure incentives and promotions for recurrent customers and for special events.
- M-1 RAIL shall be able to create Rider Categories (Profiles):
 - Rider Categories grant access to an additional subset of fares, including but not limited to reduced fares, promotional fares, free passes, employer passes, and student passes
 - M-1 RAIL can grant temporarily (with an expiration date) those categories to customers, either one by one in the Customer File (for the Help Desk) or in batch-import (for the Administrator)
 - As soon as those new fare categories are granted, the customer can purchase those new fares on their application
 - When the category expires, the fares bought can still be used (until they expire) but the customer cannot buy the same fares anymore
 - A customer can be part of several Rider Categories
 - A customer can always buy retail fares available to every customer without restriction

The MTS shall provide information and warning about potential fraud/abuse, and automatically prevent any clear fraudulent use.

The MTS shall provide comprehensive statistical reports on all aspects of ticket and pass sales and usage, pass program participation and usage, fare inspections, website visits, and other parameters defined by mutual agreement with M-1 RAIL.

The MTS shall export all or selected statistical data fields (on a recurring schedule) in a standardized and documented machine readable format for import into M-1 RAIL financial systems.

M-1 RAIL shall be able to provide information, promotions (e.g. for new fares) and alerts to all or a subset of customers based on their Rider Category or queries based on their patterns of use, including at a minimum date, day of week, time of day, rider frequency, and station usage.

B. PAYMENT PROCESSOR

The Contractor shall interface either its own merchant service provider(s) or a merchant service provider selected by M-1 RAIL to securely collect, process, and settle all purchase transactions in accordance with all applicable financial industry standards. The Contractor is responsible for the development, testing, and certification of the interface to M-1 RAIL's selected merchant service provider.

- Contractor is responsible for building, developing, testing, and certifying an interface, which will interface all transactions to M-1 RAIL's system of records.
- Contractor is responsible for developing reports to adequately reconcile transactions with deposits.
- The MTS shall have the flexibility to accommodate additional merchant service provider(s).
- Final decision on the selection and usage of merchant service provider shall be made at the sole discretion of M-1 RAIL.

C. CUSTOMER SERVICE TOOLS

As part of the MTS, the Contractor shall provide comprehensive tools to enable the M-1 RAIL customer service and sales representatives to address customer requests (load/reload), concerns and issues related to their mobile fare product /passes, application on their smart device and accounts.

The Customer Service Tools shall support call center and transit store operations and provide the primary interface for customer service staff to access the customer account database and supporting systems.

The Customer Service Tools shall be web based, designed to be flexible, customer friendly, and permit access to all functions and features through a Graphical User Interface (GUI) based on customer identification and authentication settings. These tools will be only available for use by M-1 RAIL employees.

Below are the minimum capabilities that the Customer Service Tools shall include:

- Perform all functions outlined in section "CUSTOMER WEBSITE"
- Create, register, view, and modify customer accounts.
- Search and access to customer accounts
- Addition and modification of payment data associated with a customer account.
- Research account history (purchase of fare products, usage of fare product etc.).
- View/edit all customer records and transactions.
- Cradle-to-grave tracking of customer service incidents.
- Add, edit, and look up issues/incidents.
- Correct any erroneous charges.
- Delete and refund customers fare product. The system shall provide a supervisory authorization process for refund processing.
- Configure login and password information. Reset customer application pin/password.
- Push fare product out to a customer's phone.
- Clearly see the status of a purchased ticket, including but not limited to: activated/not activated, activation date, expiry, and number of fare products used in a bulk purchase.
- Re-issue purchased fare products, etc.
- Check Customer Loyalty Program status.

- Suspend (hotlist) a customer account should notification be received of the handset being lost or stolen, the handset using a future clock time, or reactivate the account in case it is a false alarm.
- Account restitution in case the smart device is reported as lost or stolen.

V. PROJECT MANAGEMENT AND DELIVERABLES

The MTS will be developed through a project management process that shall include the following minimum requirements:

A. PROJECT INITIATION

The Contractor must meet with M-1 RAIL project management and project stakeholders for project planning including: review of proposed schedule, roles and responsibilities; conduct complete review of functionality to be delivered; and review of other project activities.

Deliverables and actions expected before the completion of this step include:

- Project Organization
- Project Schedule (Draft)
- System Implementation Plan (Draft)
- Risk Management Plan (Draft)
- Compliance/Traceability Matrix.

B. PROJECT MANAGEMENT

The project management phase will be continuous throughout the project beginning with the Notice to Proceed through Final Acceptance.

During the whole life of the project, the Contractor shall:

- Be an active partner with M-1 RAIL in assuring project success.
- Provide a single point of contact for all communication regarding work under this Contract.
- Coordinate all tasks with the designated M-1 RAIL project manager.
- Communicate regularly with the project manager and any other staff designated to discuss progress, critical risk factors that may affect the project schedule or other success factors, as well as unique issues that may surface.
- Obtain signed M-1 RAIL acceptance for tasks and deliverables as outlined and agreed upon in the system implementation plan.
- Specify the commitment of M-1 RAIL's staff resources that will be required for successful completion of the project.
- Establish and lead the project team to manage the MTS project.

Recurring actions expected throughout the project include:

- Bi-Weekly Project Team Status Meetings with Agenda and Minutes produced
- Bi-Weekly Project Status Report
- Bi-Weekly Project Schedule Update
- Bi-Weekly Action Items/Issues Log Review and Update
- Bi-Weekly Risk Management Plan Review and Update
- Monthly Management Oversight Meeting.

C. DESIGN

This step includes all the technical requirements gathering and detailed design, beginning with on-site assessment and discussion with affected M-1 RAIL personnel. It will determine how the hardware and systems will be installed, application presentation to the customer, and how the solution will be managed in the back office.

The Contractor will work with M-1 RAIL to develop materials that will provide a basis to help instruct M-1 RAIL customers in the easiest and most efficient way to use the system to their utmost advantage. The Contractor will not lead the marketing or customer outreach effort. The development of this plan is intended for the Contractor to provide recommendations for successful launch of mobile ticketing based on its expertise.

The Contractor will be responsible for providing high quality images for use in marketing materials and informational copy explaining how to use the system, and assisting with motion graphics and other marketing materials needed to educate and promote the solution. It also includes branding of the applications provided. Deliverables and actions expected before the completion of this step include:

- On-site Assessment; documentation of findings
- System Detailed Design
- System Implementation Plan (Final)
- Risk Management Plan (Final)
- Marketing and Customer Outreach Plan
- Application Branding (to have the look and feel of M-1 RAIL Streetcar products)
- Baseline Project Schedule.

D. DEVELOPMENT

This step includes the development of all applications as well as installation within a test environment so configuration and testing of the required functionality can be started. The engineering of validation hardware must be completed and a prototype available for testing.

The Contractor must do the initial setup and configuration, to allow testing and any required changes (if needed).

The Contractor must prepare and plan the rollout of the system, which includes training all IT, Maintenance, Fare Inspectors, Administrators, and Operational staff who will have a role in the support.

Deliverables expected before the completion of this step include:

- Mobile Ticketing Application
- Validation API
- Test Environment
- Inspection API
- Test Procedure/Plan including use cases; test scripts; acceptance test criteria (Draft)
- Training Plan (Draft)
- Maintenance & Support Responsibility Matrix (Draft)

E. FACTORY TESTING

This step includes the integration and testing by the Contractor and M-1 RAIL to determine that all functionality required is available and working as desired by M-1 RAIL.

Testing will not be deemed complete until all functional requirements of the newly implemented MTS have been fully tested and approved by the project team.

The Contractor will provide a Test Procedure document with test scripts for review and acceptance by M-1 RAIL for all phases with the appropriate updates and/or revisions based on previous phase implementation findings.

Deliverables expected before the completion of this step include:

- Test Procedure/Plan including use cases; test scripts; acceptance test criteria (Final)
- Test Results, with Test Failure Log and Remediation Plan
- Training Plan (Final)
- Delivery of all Documentation (Draft)
- Maintenance and Support Responsibility Matrix (Final)

F. DEPLOYMENT

Once all the test failures have been corrected to M-1 RAIL requirements, the Contractor will install the hardware and software in the live environment and conduct training so that all supporting staff are knowledgeable and understand their role in managing the system.

Deliverables and actions expected before the completion of this step include:

- Deployment of all application software systems
- Delivery of all Documentation (Final)
- Integration of Streetcar Vehicle Location System
- Go Live Schedule and Transition Plan
- Training Conducted

G. LIMITED TESTING

M-1 RAIL will conduct a live test of the solution, with a limited and controlled number of users. This limited testing will last 30 days, during which M-1 RAIL will report to the Contractor any anomalies witnessed, for investigation.

If issues are discovered during this period, the Contractor will be required to fix them, under warranty, before the Revenue Start date.

Here is the list of deliverables and actions expected before the completion of this step:

- Limited Test Results and Test Failure Log
- Remediation Plan

H. REVENUE START

The Contractor needs to maintain minimum personnel on-site to monitor the system for the first 30 days of live revenue service, and respond to issues so they are quickly resolved.

The monitoring period may be extended until all issues are fixed, at M-1 RAIL's request.

Deliverables and actions expected before the completion of this step include:

- Final Action Items and Issues Log showing all items have been closed.
- Revised (final) copies of all required documentation

I. SYSTEM ACCEPTANCE

The monitoring period ends after final acceptance and signoff by M-1 RAIL.

Deliverables and actions expected before the completion of this step include:

- Activation of Warranty and Maintenance processes and services have been completed.
- Lessons Learned Session.\

J. SECURITY TESTING REQUIREMENTS

Prior to final system acceptance, the Mobile Ticketing Application will need to be tested and evaluated by an independent third party entity approved by M-1 RAIL to mitigate against potential risks relating to maliciousness, vulnerabilities, reliability and privacy. Contractor shall provide a copy of a certification and/or evaluation report.

Maliciousness:

- Is the App malicious?
- Does it send SMS? Where?
- Are any of the SMS billable or charged at premiums?
- Does it make any calls? Where?
- Are the API's in dynamically linked files?

Vulnerabilities:

- Are there any known vulnerabilities?
- What is the App code quality?
- Is there dead code present?
- Is there debugged code present?

- Are Log Codes Indicated?
- Are there potential Server side vulnerabilities?
- Does the App gain the appropriate permissions?
- Does the App run on jail-broken/rooted devices?

Reliability:

- Is the App UI stable?
- Does the App utilize proper network API's?
- How does the App behave with incorrect commands from UI?
- What is the display size stability from various device models?

Privacy:

- Does the App employ cryptography algorithms for privacy and security?
- Does the App encrypt sensitive data for storage?
- Does the App encrypt sensitive data for text transmission?
- Does the App store unique characteristics?
- Does the App text unique characteristics?

K. WARRANTY

After System Acceptance, the Contractor shall provide a warranty period of one (1) year, during which it will assist M-1 RAIL, if M-1 RAIL is unable to troubleshoot any issue. Any bug detected during that period will have to be fixed by the Contractor before the end of the warranty period.

Deliverables and actions expected before the end of the warranty period include:

- Warranty Period Final Action Items & Issues Log showing all items have been found and closed.
- Revised (final) copies of all required documentation (if affected by the issue fixing).

L. MAINTENANCE

After System Acceptance, the Contractor shall provide website and app hosting, mobile and website payment facilitation, regular maintenance, version updates required by third party software revisions, and technical support services through the Period of Performance. Optional long term ,up to five years maintenance and support agreements should be considered.

Submission Guidelines

The procurement of the products and services described above will be a two-phase process, with the RFI being the initial phase. This RFI requests submissions that are limited to a demonstration of your firm's qualifications and experience in providing the products and services described above, as well as your firm's understanding of the needs and requirements of M-1 RAIL.

Based on M-1 RAIL's review of the initial submissions pursuant to this RFI, it intends to issue a Request for Proposals ("RFP") to the firms responding to this RFI that it determines have the requisite qualifications and experience to provide such products and services and the appropriate understanding of the needs and requirements of M-1 RAIL. This is the second phase of the procurement process. While some of the terms of the RFP are described below to provide firms with a better understanding of the overall procurement process, **your initial submission in response to this RFI should be limited to outlining the following:**

1. Your firm's qualifications to handle and coordinate the mobile and ticketing systems for M-1 RAIL.
2. Your experience with public transit mobile ticketing systems, specifically rail/streetcar systems.

3. An indication of what you understand to be the needs and requirements of M-1 RAIL, along with possible recommendations as to how your firm can meet those needs and requirements.
4. If you submit a response to this RFI, you are prohibited from disclosing your response to this RFI to third parties, including other respondents.

Five (5) copies of your response must be received no later than November 2, 2016. **Late responses will not be accepted.** Please limit your response to not more than 10 pages. Responses should be sent to:

Paul Childs
 Chief Operating Officer
 M-1 RAIL
 7520 Woodward Avenue
 Detroit, MI 48202
 lisa.ledbetter@m1rail.org

Written questions or inquiries regarding this RFI should be directed to Mr. Childs in writing or e-mail no later than Noon on October 21, 2016. Answers or other responses to all questions and inquiries will be posted to the M-1 RAIL website and hence will be available to all parties who may wish to submit a response to this RFI.

The planned schedule of important dates for the RFI and RFQ process are as follows:

	ACTIVITY	TARGET DATE
1.	Phase 1: Submittal of Initial Responses re Qualifications. Etc.	11 / 2 /2016
2.	M-1 RAIL issuing RFP to Firms Deemed by it to be Qualified	11 / 9 /2016
3.	Phase 2: Technical and Financial Proposals Due Per RFP	12/2/2016
4.	Award	12/16/2016

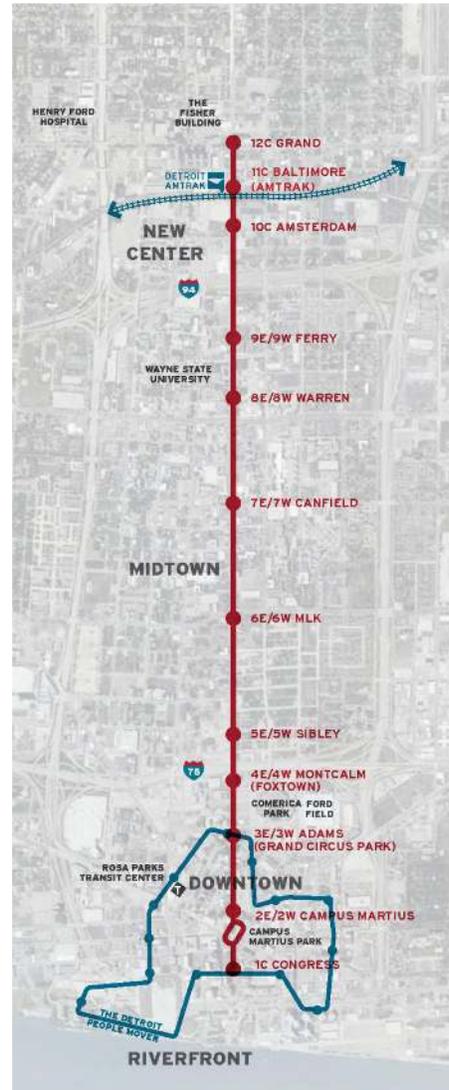
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PROJECT OVERVIEW

M-1 RAIL is a Michigan nonprofit corporation formed in 2007 to plan, design, build, own and operate a public streetcar system in the public right-of-way within the City of Detroit, Michigan. M-1 RAIL has been approved as a 501(c)(3) organization by the U.S. Internal Revenue Service. M-1 RAIL has raised funds from foundations, institutions and other sources (including two TIGER grants from the U.S. Department of Transportation) to sponsor this streetcar initiative through all phases of the project, including design, construction and operations for up to 10 years.

M-1 RAIL is working in cooperation with the State of Michigan, the City of Detroit and the U.S. Department of Transportation to deliver the project. The M-1 RAIL Streetcar system will travel approximately 3.3 miles on Woodward Avenue from Congress Street in Downtown Detroit to Grand Boulevard in the New Center area of Detroit. There will be twelve stops along the route in each direction, with passenger information provided at all stations. The map in Figure 1 depicts the route and tentative station locations. Construction of the streetcar line has begun and is anticipated to be completed in the Fall of 2016, providing sufficient time for testing and certification.

The M-1 RAIL Streetcar system will operate in the public right-of-way along Woodward Avenue. The Project includes construction of a new building, the Tech Center (sometimes referred to as the “Vehicle Storage and Maintenance Facility” or “VSMF”), located at the north end of the line between Custer Street and E. Bethune Street. The building was completed in March 2016. The Tech Center will provide streetcar vehicle storage and accommodate administrative, operations and maintenance functions.



M-1 RAIL plans to operate the system without an Overhead Catenary System (“OCS”) for portions of the route. See Figure 2 below for an illustration of the segments of the streetcar alignment where the system is powered through OCS. The system will be served by an initial fleet of six vehicles with service planned to be provided every 7.5 - 12 minutes, depending on travel times and operating plans. Streetcars will stop at any of the 12 stations on the line on demand as well as in instances in which the vehicle onboard energy storage system requires charging. Streetcar service is planned to begin in April 2017 and will operate seven days a week. *Figure 1 – M-1 RAIL Streetcar Route*

Due to tax, financing and related considerations, the M-1 RAIL streetcar line is being constructed and will be owned by M-2 RAIL, an affiliate of M-1 RAIL. M-2 RAIL is a Michigan nonprofit corporation formed in 2013, that has been approved as a Section 501(c)(3) organization by the Internal Revenue Service, and more particularly as a supporting organization of M-1 RAIL.

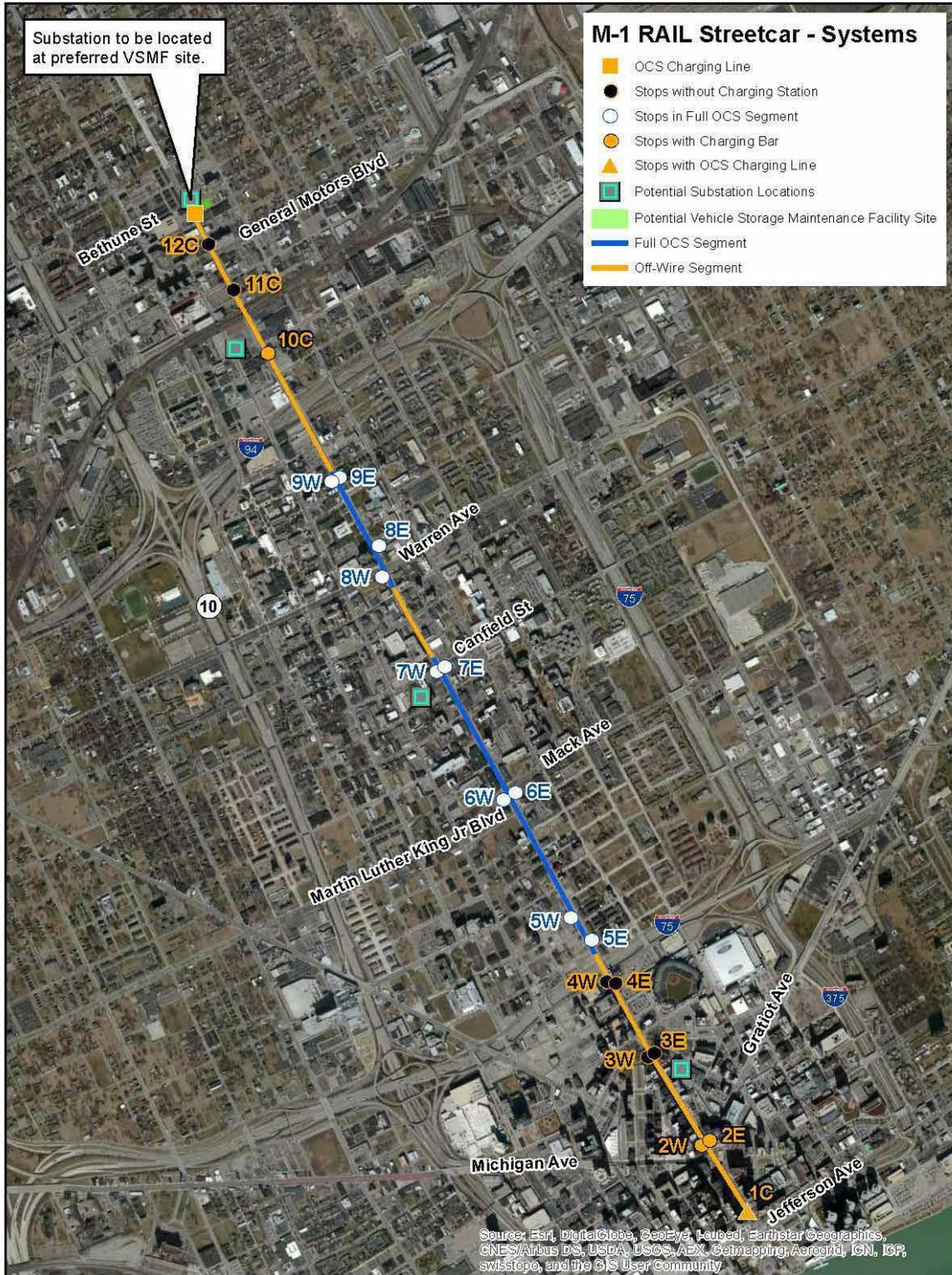


Figure 2 – Streetcar Off-Wire and Full OCS Segments

VII. Selection Criteria

The selection of a Contractor will occur during the second phase of this procurement process (i.e., after the issuance of the Request for Proposals to firms deemed by M-1 RAIL to be qualified as a result of this RFI – the first phase of the procurement process). The selection will be a **Best Value-Based** selection. It is anticipated that Proposals submitted pursuant to any future RFP will be evaluated in accordance with the following criteria:

Criteria	Maximum Score
Experience/Qualifications	45
Fee Structure	30
Breadth of Service Offered	20
DBE Participation	5
Total:	100

VIII. General Requirements

7.1 Submittals in Response to this RFI; Withdrawal

Responses to this RFI are to be submitted no later than the date and time identified above in this RFI. All responses will be reviewed by a selection committee established by M-1 RAIL. The committee will select a “short list” of those responders who are deemed by the committee to have the requisite qualifications and experience in providing the products and services described in this RFI and an appropriate understanding of M-1 RAIL needs and requirements relative to such products and services. Responses to this RFI may be withdrawn at any time.

7.2 Submittals in Response to any RFP; Withdrawal

As the second stage of the procurement process, M-1 RAIL will submit a Request for Proposals (RFP) to those respondents who are deemed by the committee to be qualified using the criteria described above in this RFI. The RFP will call for such additional technical and financial information as M-1 RAIL determines is appropriate, including a request for a specific financial proposal.

While M-1 RAIL contemplates that the terms of the RFP will be consistent with the terms of this RFI (including the terms of the RFP that are described in this RFI), although the RFP may add a number of other terms and conditions. In any event, M-1 RAIL reserves the right to change or vary such terms when the RFP is issued, including without limitation the right to adjust or change the scoring criteria to be employed pursuant to the RFP. The terms of the RFP will control the ultimate selection of a Contractor, and if there is any conflict between the terms of the RFP and the terms of this RFI, the terms of the RFP will govern.

The committee will employ the applicable scoring criteria to the proposals submitted pursuant to the RFP, and a Proposer will be selected as the party to whom an offer to enter into negotiations will be extended by M-1 RAIL. Selection of a Proposer for negotiations is not a contract award; there is no award until the contract is executed.

Proposals submitted in response to the RFP may be withdrawn prior to the date and time that will be identified on the cover of the RFP. However, any Proposals not withdrawn by such date may not be revoked for a period of thirty (30) days after such date. A Proposal will remain open for such period even if another Proposer is selected by M-1 RAIL as the party with whom it shall negotiate a contract.

As noted, this is a "**Best Value**" competitive, negotiated source selection; the selected Proposer will enter into negotiations with M-1 RAIL. Selection will be made to the responsive and responsible Proposer to the RFP whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous to M-1 RAIL, experience, qualifications, services, price/cost and other factors considered.

7.3 Terms of Procurement Process

M-1 RAIL reserves the right to accept or reject any or all responses to this RFI or to any RFP that may be issued following this RFI, 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 RFI or the RFP, without liability, at any time prior to the execution of a formal contract. 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 to provide the services requested.

Neither this RFI nor any RFP issued following this RFI is not an offer to enter into a contract. A contract will result only once a Proposer is selected following the issuance of an RFP and a contract is negotiated and signed with such Proposer.

M-1 RAIL shall not be liable for any costs incurred by any party responding to this RFI or to any Proposer responding to the RFP, whether or not M-1 RAIL goes forward with this procurement. Furthermore, M-1 RAIL shall not be liable for any costs incurred by any party in connection with any discussions, correspondence or negotiation sessions associated with this RFI or the RFP.

7.4 Terms of Contract

The contract to be entered into with the successful Proposer shall reflect the terms and conditions of the RFP and such other terms and conditions on which the parties reach agreement. Such terms and conditions will require the Proposer to comply, to the extent applicable, with all Federal requirements. Please refer to FTA Circular 4220.1F and associated materials for additional information about such requirements.

7.3 Protests

Respondents may protest the procurement process in accordance with the following provisions and consistent with FTA Circular 4220.1F, Chapter 7.1. The following protest procedures apply to protests that a respondent was not selected as a party eligible or qualified to receive a Request for Proposals during phase 2 of this procurement. This protest procedure may be updated in the RFP with respect to protests against selection by M-1 RAIL of a party with whom to negotiate a contract following the RFP process.

Protests under this RFI must be filed with the Chief Operating Officer of M-1 RAIL (COO) within five (5) calendar days after receipt of notice that the party was not selected as a party eligible or qualified to receive a RFP during phase 2 of this procurement. Such notice will be deemed to be received five (5) days after M-1 RAIL issues and promulgates the RFP to parties selected as being eligible or qualified to receive them. The RFP will be posted on the M-1 RAIL website.

Any protest shall be in writing and state the reason(s) for it as well as the relief sought. Any supporting documentation should be included with the written protest. Failure to follow the deadlines set forth in this paragraph, to provide the protest in writing, or to state with specificity the reasons for the protest or the relief sought, will result in summary rejection of such protest.

The COO shall review the protest and issue a written decision, addressing each substantive issue raised by the protestor. The written decision will be mailed no more than five (5) calendar days after receipt of the protest by the COO. If the protest is rejected, M-1 RAIL shall proceed with the RFP process in accordance with the prior determinations. If the protest is granted, in whole or in part, the COO shall take further action consistent with such decision, including inclusion of the protesting party in the RFP process, and notify any interested parties, if necessary. The decision of the COO is final.

The COO shall inform FTA of any protests received pursuant to this Protest Procedure, and keep the FTA apprised of the progress and resolution of any protests as required by FTA Circular 4220.1F.

Any protest filed pursuant to this Protest Procedure shall be delivered to:

Paul Childs, Chief Operating Officer
M-1 RAIL
7520 Woodward Avenue
Detroit, MI 48202

Review of any aspect of the procurement process must be sought under this Protest Procedure prior to an appeal to the FTA. Consistent with FTA Circular 4220.1F, any appeal must be received by the appropriate FTA regional or Headquarters Office within five (5) working days of the date the protestor learned or should have learned of an adverse determination by M-1 RAIL.

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