DATE: Feb 26, 2020

TO: All Prospective Vendors

FROM: Tom Newton and Dave Magill

SUBJECT: Invitation For Bids No.: RT 1820 #1
Title: Patuxent River State Park Trails
Addendum #1

Dear Interested Party,

MORE intends to make the following changes and/or clarifications to the subject solicitation as follows:

Addendum from Site Visit February 17, 2020 and follow on Questions

Attendees at Site Visit:
• Tom Newton – MORE
• Dave Magill – MORE
• Dan Hudson – DNR/MPS
• Cheryl Ladota – MDOT SHA
• Austin Steo – Trail Conservancy
• Dave King – Dirtsculpt
• Andrew Mueller – Greenstone Trailcraft

Questions and Responses:

1Q: Can trailers or other equipment be stored on nearby DNR property?
1A: Yes, it will be okay for a contractor to stow equipment, trailer, etc behind the DNR gate at the MD-97 Patuxent office while project work is underway. This is about 10 miles by road from the Project access point.

2Q: It was mentioned that, depending on bids, MORE may elect to perform Item B from Exhibit E, “clearing” through the use of volunteers rather than include it in Contractor’s scope. For purposes of developing a cost/price for work that might be performed by MORE, please more clearly define what MORE would perform with regard to “clearing”?

2A: MORE, using hand tools and chainsaws, would
  • Clear all vegetation in a corridor 4 feet wide and approximately 7-8 feet high (contractor would not be expected to clear vegetation any higher)
  • Remove all fallen logs and branches, including chainsawing and removing a gap at least 4 feet wide in larger logs
  • Dig up and remove the roots of autumn olive and other smaller trees and bushes in the 4 foot wide corridor
  • Disburse all cleared vegetation off the trail in accordance with DNR best practices (Exhibit C)

Note that, depending on terrain and type of equipment being used by the contractor, the required work corridor for the contractor may be wider than 4 feet in some sections. Any clearing wider than 4 feet will still remain the obligation of Contractor and will not be basis of a Change Order or other price or scope adjustment.

3Q: Is MORE flexible regarding the Oct 31 deadline for work completion?

3A: Section 2E of the IFB “Project Timeline” establishes that the deadline for completion of the work is October 31, 2020, and that a penalty for late completion (excluding due to failures on the part of MORE or force majeur) will be established in the Construction Contract

4Q: What flexibility will contractor have with respect to designing the trail and placing the trail corridor?

4A: MORE and DNR have placed flagging tape along the center of the build corridor. Contractor may generally locate the trail within 30 feet of either side of the flagged corridor.

5Q: Can Contractor move its equipment to and from work areas using existing “legacy” trails?

5A: Yes. If contractor damages the legacy trail meaningfully, Contractor is required to repair such damage.

6Q: Regarding schedule, if the window to accomplish the work is from the time of initiating the contract and Oct. 31, and let's say that may well be 6.5 months, and if we estimate that the work to be done would take for instance 3 months, can we provide a schedule that allows blocks of work time not necessarily continuous and flexible as needed provided that it allows enough time
to finish the remaining work based on the estimated total time we expect to do the work? For instance, that latest we could start the work if the work took three months, and if not started earlier, is the beginning of August?

6A: Yes, a schedule with various blocks of non-continuous work will be acceptable so long as the schedule would reasonably be expected to complete the work by Oct 31. Also please note that contractor must allow at least 2 weeks between completion of pin flagging and the commencement of clearing/building to allow DNR, MDOT SHA and MORE to review and approve the pin flagged alignment.

7Q: Is an updated GPS track available at this time?

7A: No. MORE will work with the winning bidder to provide various gps segments in its possession upon request.

8Q: Can you please provide the Addendum Receipt Verification Form referenced on page 1 of the IFB?

8A: When you submit your bid, please make a copy of this Addendum, sign and date the acknowledgement below, and include it in your bid package.

These are the only changes contemplated by this Addendum #1. All other terms, conditions and specifications will remain the same. If there are any questions, please direct them to Tom Newton at newtont@gmail.com. Please acknowledge this addendum and return with your bid. Thank you for your interest on this project. We look forward to receiving your response.

ADDENDUM ACKNOWLEDGED BY: _______________________

DATE: ___________________
MORE

INVITATION FOR BIDS (IFB)

PATUXENT RIVER STATE PARK TRAILS

IFB NUMBER - RT 1820 #1

ISSUE DATE: JANUARY 27, 2020

NOTICE

MINORITY AND DISADVANTAGED BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

Failure to complete and include the Addendum Receipt Verification Form may cause the bid to be irregular.

A “Pre-Bidding Conference Call” for the purpose of answering or obtaining answers to questions of parties interested in constructing the work relative to Right-of-Way, Utilities, Design, and Construction Details will be conducted at 1:30 pm on Monday February 3, 2020 at +1 (301) 563-9150,,284312474#.

While attendance at the Pre-Bid conference call is not mandatory, this is the offeror’s opportunity to raise questions and/or issues of concern regarding the project.
# Key Information Summary Sheet

<table>
<thead>
<tr>
<th>Invitation for Bids</th>
<th>Patuxent River State Park Trails</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Solicitation Number:</strong></td>
<td>RT1820-1</td>
</tr>
<tr>
<td><strong>RFP Issue Date:</strong></td>
<td>January 27, 2020</td>
</tr>
<tr>
<td><strong>RFP Issuing Office:</strong></td>
<td>Mid-Atlantic Off Road Enthusiasts (MORE)</td>
</tr>
<tr>
<td><strong>Procurement Officer:</strong></td>
<td>Tom Newton</td>
</tr>
<tr>
<td><strong>e-mail:</strong></td>
<td><a href="mailto:newtont@gmail.com">newtont@gmail.com</a></td>
</tr>
<tr>
<td><strong>Mobile Phone:</strong></td>
<td>240-246-4016</td>
</tr>
<tr>
<td><strong>Proposals are to be sent in PDF form in two separate emails to:</strong></td>
<td><a href="mailto:president@more-mtb.org">president@more-mtb.org</a></td>
</tr>
<tr>
<td><strong>Subject lines:</strong></td>
<td>Patuxent IFB RT1820 #1 – Qualifications</td>
</tr>
<tr>
<td></td>
<td>Patuxent IFB RT1820 #1 – Bid</td>
</tr>
<tr>
<td><strong>Contract and Project Manager:</strong></td>
<td>Tom Newton</td>
</tr>
<tr>
<td><strong>e-mail:</strong></td>
<td><a href="mailto:newtont@gmail.com">newtont@gmail.com</a></td>
</tr>
<tr>
<td><strong>Mobile Phone:</strong></td>
<td>240-246-4016</td>
</tr>
<tr>
<td><strong>Pre-Proposal Conference:</strong></td>
<td>1:30 pm on Monday February 3, 2020 at +1 (301) 563-9150 ID 284312474#</td>
</tr>
<tr>
<td><strong>Site Visit</strong></td>
<td>9:30 am on Monday February 17, 2020 at Mullinix Mill Parking, Patuxent River State Park (as shown on Google Maps) approx. 2 miles north of Mullinix Mill Rd from Damascus Rd (MD 650)</td>
</tr>
<tr>
<td><strong>Questions Due Date and Time:</strong></td>
<td>Monday Feb 24, 2020 at noon</td>
</tr>
<tr>
<td><strong>Proposal Due (Closing) Date and Time:</strong></td>
<td>Friday March 6, 2020, 5pm EST</td>
</tr>
<tr>
<td><strong>Bid Opening Date and Time:</strong></td>
<td>Monday March 9, 10am EST, Seneca Creek State Park Office and Visitor’s Center, 11950 Clopper Road, Gaithersburg, MD 20878</td>
</tr>
<tr>
<td><strong>DBE Subcontracting Goal:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Contract Type:</strong></td>
<td>Firm fixed price</td>
</tr>
<tr>
<td><strong>Contract Duration:</strong></td>
<td>6 months</td>
</tr>
<tr>
<td><strong>Primary Place of Performance:</strong></td>
<td>Patuxent River State Park</td>
</tr>
<tr>
<td></td>
<td>Between Mullinix Mill Rd. and MD Rt. 94</td>
</tr>
<tr>
<td></td>
<td>South of the river in Montgomery County</td>
</tr>
<tr>
<td><strong>Federal Funding:</strong></td>
<td>Yes</td>
</tr>
</tbody>
</table>
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Attachments:
Attachment A - Map of Included Trail vs Excluded Trail
Attachment B - MPS Trail Spec Matrix
Attachment C - Maryland Park Service Best Practices for Trail Construction (BMP’s)
Attachment D - The Planset for the Project
Attachment E - Bid Submittal Sheet
Attachment F - Form of Proposal Affidavit
Attachment G - Form of Contractor Affidavit
1. Minimum Qualifications

Only qualified contractors will be eligible to bid. Bids received from non-qualified contractors will not be considered. All Offerors must submit their qualifications along with their bid for the project. See separate section of this IFB for the Bid Submission Format and Method.

The Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

I. Trail Building Enterprise

The Offeror shall be a viable ongoing trail building enterprise - member of the Professional Trailbuilders Association or able to demonstrate skills and experience that would qualify for such membership (e.g. documentation of expertise in sustainable natural surface trail design and construction, significant amount of paid work is related to trail development). As proof of meeting this requirement, the Offeror shall provide a description of the company including:

A. Age of firm and number of years working in the trail building trade;
B. Number of full-time employees;
C. Areas of specialty/concentration related to the trail building trade;
D. Forecast workload over the next 9 months.
E. Trail construction work summaries of the specific employees Offeror intends to utilize as machine operators and/or supervisors on this project.

II. Related Experience

Qualifying bidders must have successfully completed at least 3 contracts that include at least a total of 10 miles of mechanized construction, including bench cutting of natural surface trail in hilly or rolling terrain that generally follows the natural land contours, has a width of 48 inches or less and whose use is primarily recreation focused, including by mountain bikers, hikers, and equestrians, and built using devices such as a mini-excavator, mini-dozer, ditch witch or other equivalent with a width of 48 inches or less. The contracts must have specified and the trails must have been built to either a) USFS standards and specifications as set out in the USFS “Standard Specifications for Construction of Trails and Trail Bridges on Forest Service Projects” dated 10/30/2014, b) the “US Forest Service Standard Trail Plans and Specifications – Step by Step Guide” dated November 2014, c) the “Trail Construction and Maintenance Notebook:2007 – Forest Service”, d) IMBA’s “Guide to Building Sweet Single-track” or an earlier equivalent comprehensive trail design standard.

The Offeror shall demonstrate this experience constructing similar natural surface singletrack recreation trails. Provide at least three (3) examples including the following details:

A. Project title;
B. Project location;
C. Dates worked;
D. List of staff on project;
E. Services rendered;
F. Length of trail constructed.

For each trail construction example, as a reference please provide name, title, address, phone number, and email of the direct project manager. Also note if Offeror was primary builder or subcontractor. If subcontractor, provide contact details for primary builder and name of general contractor lead.

2. Contractor Requirements: Scope of Work

a. Summary Statement and Work Standards

MORE has been issued necessary permits from MD DNR and MDE to construct multiuse natural surface trails in Patuxent River State Park (PRSP) between Mullinix Mill Road and Md Rt. 94 (the Project Area). This IFB seeks bids for detailed marking, clearing and machine bench cutting and sculpting of approximately 2.3 miles of natural surface trail for which a 50 foot wide corridor (25 feet on each side) has been flagged (but not pre-cleared) by MORE volunteers. The 2.3 miles that are the subject of this IFB are part of a total 2.9 miles of contiguous trail (which are segments 1-4 on the attached Planset Attachment D), of which approximately 2.3 miles will require bench cutting or other machine work (Included Trail), with the remainder only requiring clearing and removal of vegetation (Excluded Trail). The .6 miles of Excluded Trail will be precleared by MORE volunteers and clearly marked by MORE through the use of pin flags, and contractor will have no responsibility for these trail sections (Excluded Trail). See map Attachment A for approximate location of Included Trail vs. Excluded Trail. Mini-excavator and any other necessary equipment will be supplied by the vendor. Contractor will furnish all labor, tools, transportation, supplies, items required for safe operations, and supervision to complete, in a substantial and workmanlike manner, to the satisfaction of the owner and/or its representative, the work described herein. All work shall be performed and completed within the standards and requirements of:

- MPS Trail Spec Matrix – Contractor will build the trail to the More Difficult Specification– See Attachment B
- Maryland Park Service Best Practices for Trail Construction (BMP’s) - See Attachment C
- The Planset for the Project - see Attachment D (note: Attachment D is a low resolution copy of the Planset, and excludes non-relevant pages 11-15. The full 39MB Planset file can be provided on request)
b. Project Goals

MORE is working with MD DNR to develop a modern sustainable natural surface trail system in PRSP. PRSP is a relatively underdeveloped park, especially in the Project Area, which has only a limited amount of existing legacy trails. Expected future use of the new trail system is balanced relatively evenly between cyclists, foot traffic and equestrians. The Project Area topography is along the banks of the Patuxent River, with some steep slopes, river views and exposed rock formations. While the trails are to be built to the specifications listed above, the goal of the trail system design is to provide a natural outdoor experience with scenic views on fun, flowy trails with some rocky sections and a moderate overall difficulty.

MORE is the Project Sponsor and primary Contract Manager, and is a not-for-profit mountain biking club in the greater Washington DC area. MORE is an IMBA chapter with over 1200 members and currently maintains over 700 miles of trails in 50 parks in the area through over 10,000 hours per year of volunteer trailwork. MORE volunteers hand-build, oversee, or participate in the construction of over 20 miles of new trail each year. MORE volunteers will carry out certain design, construction and finish work and will be responsible for the maintenance of the new trails in PRSP once constructed. The selected Contractor will execute a contract (Construction Contract) with MORE for the work contemplated in this IFB, and MORE will pay amounts due under the contract.

c. Site Description

The existing vegetation can be heavy in places. There are also a few large caches of gathered rocks which don’t have any environmental or historic value, but can be used for trail armoring and/or secondary technical lines.

See Attachment A map and corresponding numbered trails; GPX files are available for all trail segments upon request. The segment numbers and descriptions below correspond to the numbered segments on Attachment A, which also shows approximate locations of Included Trail vs. Excluded Trail. Note that trail lengths provided in this IFB are estimates and for reference/courtesy only, and the selected contractor will be responsible for completely building all Included Trail sections for a fixed price regardless of final length.

1. Segment 1 - Mullinix to Scott Branch (0.85 miles) – from just south of the Mullinix Mill Road trailhead counter-clockwise to the intersection near the Scott Branch ford. The terrain contours are moderately sloped, with a large section of Excluded Trail. This will mostly be a climbing/descending trail for thru-trail transit, with many opportunities for adding flow with the terrain.
a. Trail Junction to Scott Branch ford (0.1 miles) – from the segment 1-2 trail intersection, this short trail descends to the Scott Branch ford. There is a moderate sideslope, and one climbing turn is required.

2. Segment 2 - Scott Branch to informal trail (0.3 miles) – from the Scott Branch ford intersection, this trail climbs back up to the shoulder of the hill above the creek. The terrain is steep in a few places, and a deep bench cut will be necessary. There is one large turn, but the sideslope should be gentle enough to use a climbing turn rather than a constructed switchback. Wherever possible, trail will utilize terrain to limit speed of descending riders.

3. Segment 3 - Informal trail to main legacy trail (0.5 miles) – this segment continues to traverse the top of the sideslope above Scott Branch, to the point where the new trail crosses the main existing legacy trail. This segment has gentle to moderate sideslope, with three short sections of Excluded Trail. There are ample opportunities for gentle grade reversals and trail flow.

4. Segment 4 - Legacy Trail to Mullinix Mill Road (1.0 miles) – from the main legacy trail, continuing counter-clockwise back to the trailhead at Mullinix Mill Road. After a short section of Excluded Trail, this segment of trail has some of the most beautiful terrain, but also some of the most challenging in terms of rocky sideslope. The terrain is steep in some places, and a deep bench cut will be necessary. In one area, a steep rocky switchback will be needed. Wherever possible, trail will utilize terrain to limit speed of descending riders.

5. Rework Existing Trail – (0.15 miles) Near the Mullinix Mill Road trailhead, make improvements to the entire segment of existing trail shown on the Attachment A (Reworked Trail), all the way out to the road. This is mostly a flat legacy trail section that should have gently bench cut grade reversals, bumps and side drainage sections to improve drainage into the adjacent wetland.

d. Responsibilities and Tasks

Work Items – For all Included Trail, Contractor shall:

a. Flagging - Place pin flags approx. 15 feet apart along the entire trail to be constructed, with the flags placed in the center of the planned trail. The planned trail must stay within a 50 foot wide corridor of flagging tape (25 feet on each side) that has been placed along the trail by MORE and approved by DNR. Construction cannot take place until the detailed flagging is approved; contractor must allow up to 2 weeks for this review and approval to take place.

b. Clearing - Clear a 4 foot wide by 8 foot high trail corridor of vegetation, including where needed removing stumps. Contractor may at its option complete all clearing before commencing construction, or clear and then construct the trail in segments.

c. Constructing and Finishing - For all Included Trail sections, benchcut the trail to a side slope of 3-5 degrees. Move, manipulate and set available rocks in the trail tread as needed to create a trail tread passable by bikers and equestrians, including at numerous “climbing turns”. Construct one switchback turn. Complete all finishing work described in the BMP’s, except that MORE volunteers will i) rake/smooth out machine tread marks in the trail where required and ii) hand cut protruding roots left in the trail tread and backslope.

d. Rework - On the short section of Reworked Trail, add bumps and grade reversals and carve out side slopes as needed to improve drainage.
If the Contractor discovers any discrepancies in these specifications, supporting materials, or reference documents, they should be brought to MORE’s attention immediately. Such discrepancies do not relieve the Contractor from their responsibility to complete the work to the agreed terms.

Equipment and Access – All necessary equipment will be brought onto the Project Area via the Mullinix Road trailhead. Contractor may leave equipment on site overnight during the construction period. Contractor may drive mechanized equipment along the Excluded Trail sections, but will take reasonable steps to minimize damage to the trail tread.

e. Project Timeline

The Contractor shall submit a project timeline as part of their bid submission. If accepted, the Contractor will be expected to follow this timeline. All work must be completed by October 31, 2020, and this deadline will be incorporated in the mutually agreed project timeline with delay penalties established in the Construction Contract. However, should there be delays incurred by any act, fault, or neglect of MORE or by any damage cause by fire, flood or other event over which the Contractor has no control, (but excluding normal rainfall) the time to complete the work may be amended by mutual agreement of both parties.

3. Contractor Requirements: General

a. Contract Initiation Requirements

Within 15 Business Days of execution of the Construction Contract, the Contractor shall provide a staffing plan, equipment plan and an updated Project Schedule showing proposed construction start date and timeline to complete scope, consistent with the project deadline.

On the construction start date, the Contractor shall schedule a kickoff meeting to address final project details. Required invitees to kickoff meeting include MORE as Project Manager, MD DNR, MDOT SHA Recreational Trails Program Manager, and any other third parties critical to the successful completion of the scope.

b. Weekly Meetings and Inspections

The Contractor shall participate in a weekly progress meeting, either in-person or by phone, beginning the first week following the in-person ‘kick-off’ meeting and to be mutually agreed upon by the project manager and the Contractor thereafter. Project manager will conduct site inspections as needed to inform these progress meetings.
c. Invoicing
The Contractor hereby agrees to undertake the project for the fee and/or the unit prices set forth in their bid and any additional sums added by approved change order. Payment shall be in proportion to the services performed.

Contractor shall, at the end of each month, submit on its standard form an invoice for its services rendered. The invoices shall indicate the percentage completion of each of the major tasks, and the total amount due for the billing period.

Contractor will submit the invoice directly to MORE. This invoice will be reviewed and verified for work accomplished by both MORE’s Project Manager and the MDOT SHA Recreational Trails Program Manager.

In event of dispute or defective work, MORE reserves the right to withhold payment until such time as the dispute is resolved, the defective work corrected, or settlement is achieved through other means. Any such withholding shall not excuse Contractor from proceeding diligently with the performance of services under the Contract Documents.

Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

d. Insurance Requirements

MORE and the State of Maryland Department of Natural Resources (DNR) shall each be named as an Additional Insured on each contractor/subcontractor’s General Liability and Umbrella policy. A Certificate of Insurance shall be submitted to MORE and DNR evidencing the following coverage with an unconditional 30 day notice of cancellation striking the “endeavor to” wording. This Certificate must be submitted before any work will be permitted.

a. Workers’ Compensation Insurance - Statutory limits and Employer’s Liability Insurance of $1,000,000 bodily injury each accident/$1,000,000 policy limit for each employee/$1,000,000 per employee bodily injury by disease.

b. Commercial General Liability Insurance - This coverage must include premises/operations as well as products/completed operations with no exclusion for collapse, underground or explosion. Contractual Liability should also be included as well as a waiver of subrogation.

The minimum required limits are as follows:
$2,000,000 General Aggregate Limit
$2,000,000 Products/Completed Operations Aggregate Limit
$1,000,000 Personal & Advertising Injury Liability Limit
$1,000,000 Each Occurrence Limit
$50,000 Fire Damage Limit
$5,000 Medical Expense Limit (Per Person)
c. Business Automobile Insurance with a minimum of $1,000,000 combined single limit of liability.
d. Commercial Umbrella Insurance with a minimum limit of $2,000,000 per Occurrence.
e. The Contractor shall require each subcontractor to maintain, at a minimum, the same coverage as outlined in A through D above.

**e. Problem Escalation Procedure**
A claim is a demand or assertion by Contractor seeking adjustment or interpretation of the terms of this Agreement, payment of money, extension of time or other relief with respect to the terms of this Agreement. Claims must be made by written notice and shall be made by Contractor promptly after the occurrence of the event giving rise to the claim, but in no event later than 21 days after such occurrence or within 21 days after Contractor first recognizes the condition giving rise to the claim, whichever is later. Supporting data shall be provided with the notice of a claim. Contractor shall certify that the claim is made in good faith, that the supporting data is accurate and complete to the best of its knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which Contractor believes MORE is liable. All provisions of this paragraph are conditions precedent to any claim and all provisions must be satisfied otherwise the claim shall not be valid. Any additional claim made after the initial claim has been implemented by change order or amendment to this Agreement shall not be considered. No claim by Contractor shall be allowed if demanded or asserted after final payment under this Agreement.

Pending final resolution of the Claim, including litigation, unless otherwise agreed in writing, Contractor shall proceed diligently with the performance of its services under this Agreement and MORE shall continue to make payments in accordance with the terms of this Agreement.

Any failure of the Contractor to give any notice, to provide supporting data or claim certification, or to file any appeal within the times set forth in this Agreement, shall forever bar and waive the claim regardless of whether MORE incurred or demonstrates any prejudice resulting from the Contractor’s failure to meet the time limits set forth in this Agreement.

**f. Substitution of Personnel**
All key Personnel listed in response to the IFB shall not be changed, except with prior written approval of MORE. Contractor must submit to the Project Manager a list of all proposed additional Personnel and may not retain any without the prior written approval of the Organization. All personnel shall be and remain satisfactory to MORE and shall not
be changed without prior written consent of MORE unless personnel cease to be in Contractor’s employ in which case substitutes must be provided and must be acceptable to MORE.

Contractor represents that all necessary personnel required to perform the services under this Agreement are not employees of and do not have any contractual relationship with agencies providing funds for the project.

4. Procurement Instructions

a. Pre-Proposal Conference Call and Site Visit
Contractor’s attendance is not required, but is strongly encouraged. A pre-Proposal conference call and separate site visit will be held at the date, time, and location indicated on the Key Information Summary Sheet. Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for questions.

b. Questions
Questions concerning this IFB must be directed to the procurement officer identified on the Key Information Summary Sheet by the date and time identified on the Key Information Summary Sheet. Answers to any submitted questions that are not clearly specific only to the requestor will be distributed via email and posted on MORE’s website.

c. Procurement Method
A Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.

d. Bid Due (Closing) Date and Time
Bids are due at the date and time identified on the Key Information Summary Sheet.
e. Public Information Act Notice
The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (See also RFP Section 5.3.2.B “Claim of Confidentiality”). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

f. Award Basis
A Contract shall be awarded to the lowest responsive and responsible qualified bidder.

g. Duration of Bid
Bids submitted in response to this IFB are irrevocable for 120 days following the Bid due date and time.

h. Revisions to the RFP
If the IFB is revised before the due date for Proposals, MORE shall post any addenda to the IFB on the website and shall endeavor to provide such addenda to all prospective Offerors that were sent this IFB or are otherwise known by the Procurement Officer to have obtained this IFB. It remains the responsibility of all prospective Offerors to check the website for any addenda issued prior to the submission of Bids. Acknowledgment of the receipt of all addenda to this IFB issued before the bid due date shall be included in the bid submission. Addenda made after the due date for bids will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda. Acknowledgement of the receipt of addenda to the IFB issued after the bid due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed non-responsive.
i. Cancellations
MORE reserves the right to cancel this IFB, accept or reject any and all submissions, in whole or in part, received in response to this IFB, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of MORE. MORE reserves the right, in its sole discretion, to award a Contract based upon the written submissions received without discussions or negotiations.

j. Incurred Expenses
MORE will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

k. Protest/Disputes
Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

l. Offeror Responsibilities
Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.

All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established DBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this IFB.

If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the Organization determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the
performance of the Contract, and the value of the parent’s participation as determined by the Organization.

m. Acceptance of Terms and Conditions

By submitting a bid in response to this IFB, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB. No exceptions to this IFB will be accepted.

n. Relationship of the Parties

This project is offered and managed by MORE and is being performed on land owned and operated by the Department of Natural Resources Maryland Park Service (MPS). The funding for the project is through the Recreational Trails Program administered by the Maryland Department of Transportation State Highway Administration (MDOT SHA). MORE is responsible for ensuring that the work completed is acceptable to both MPS and MDOT SHA. The project will be monitored and inspected by all parties, but all work will be directed by MORE.

o. Proposal Affidavit

A bid package submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included with this IFB as Attachment F.

p. Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment G. This Affidavit must be provided within five (5) Business Days of notification of recommended award.

q. Compliance with Laws/Arrearages

By submitting a response to this IFB, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

r. False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:
In connection with a procurement contract a person may not willfully:

Falsify, conceal, or suppress a material fact by any scheme or device.

Make a false or fraudulent statement or representation of a material fact.

Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under Section 4.22.1.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding five (5) years or both.

s. Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor’s Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 “Prompt Pay Requirements” (see Attachment M), should an MBE goal apply to this RFP. Additional information is available on GOSBA’s website at: http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf.
t. Electronic Procurements Authorized

Under COMAR 21.03.05, unless otherwise prohibited by law, the Organization may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this IFB, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.

“Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., https://emaryland.buyspeed.com/bso/), and electronic data interchange.

In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:

A. The Procurement Officer may conduct the procurement using e-mail to issue:

1) The IFB;
2) Any amendments;
3) Pre-Proposal conference documents;
4) Questions and responses;
5) Communications regarding the solicitation to any Offeror or potential Offeror;
6) Notices of award selection or non-selection; and
7) The Procurement Officer’s decision on any protest.

B. The Offeror or potential Offeror may use e-mail to:

1) Ask questions regarding the solicitation;
2) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail but only on the terms specifically approved and directed by the Procurement Officer and;
3) Submit a "No Proposal Response" to the IFB.
C. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Monitor.

**The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:**

A. Filing of protests;
B. Filing of Contract claims;
C. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
D. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

u. DBE Participation Goal

There is no DBE goal for this procurement.

v. Living Wage Requirements

There is no living wage requirement for this procurement.

w. Federal Funding Acknowledgement

This Contract contains federal funds.

x. Conflict of Interest Affidavit and Disclosure

A Conflict of Interest Affidavit is not required pursuant to COMAR 21.05.08.08(F) for this procurement. An Offeror is required to disclose to the Procurement Officer any actual or potential conflict of interest as it arises, before or after award, in accordance with COMAR 21.05.08.08.

y. Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

5. Bid Submission Format and Method
Two Part Submission

Offerors shall submit procurement documents in pdf format in separate emails:
   Email 1 – Qualifications
   Email 2 – Bid (Financial Proposal)

Both emails should be sent to president@more-mtb.org. Emails should have the following subject lines:
   Email 1 - Patuxent IFB RT1820 #1 – Qualifications
   Email 2 - Patuxent IFB RT1820 #1 – Bid

Only qualified contractors will be eligible to bid. Bids received from non-qualified contractors will not be considered. All contractors must submit their qualifications along with their bid for the project. This will be a multi-step sealed bidding process. In the first phase, the qualification of bidders will be reviewed. In the second phase, those bidders who have been found to be qualified during the first phase will have their price bids considered.

Both Qualifications and Bids will be opened and reviewed at the time and place shown on the Key Information Sheet.

Qualification Submission:

The following must be submitted in a separate email:

- A document covering the Minimum Qualifications set out in Section 1 of this IFB, including sections that document that Offerer is a Trail Building Enterprise and has Related Experience

Bid Submission:

The attached Bid Submittal sheet and Proposal Form packet shall be filled out completely and submitted in a single package, in a separate email. The Bid Submittal Form is used to calculate the Offeror’s TOTAL Proposal PRICE. Follow these instructions carefully when completing your Bid Submittal Form:

A. All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., $24.15. Make your decimal points clear and distinct.
B. All Unit Prices must be the actual price per unit MORE will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
C. All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
D. Any goods or services required through this IFB and proposed by the vendor at No Cost to MORE must be clearly entered in the Unit Price, if appropriate, and Extended Price with $0.00.
E. Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.

F. Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.

G. It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03.F, and may cause the Proposal to be rejected.

H. All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.

I. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

Financial Proposal Notes:

- **Transmit in PDF via separate email!**
- Each Work Item is a fixed-cost bid. Estimated quantities are provided for reference. Unless otherwise stated in project specifications, price is for all labor, machinery, tools, equipment, materials, and supplies to complete the Work Item.
- Bidders are strongly encouraged to visit project site prior to bidding.
- Provide a price for each Work Item. MORE reserves the right to reject incomplete bid forms.
- MORE reserves the right to award a subset of Work Items.
WORK ITEMS AND COSTS

a. Flagging - Place pin flags approx. 15 feet apart along the entire trail to be constructed, with the flags placed in the center of the planned trail. The planned trail must stay within a 50 foot wide corridor of flagging tape (25 feet on either side) that has been placed along the trail by MORE and approved by DNR. Construction cannot take place until the detailed flagging is approved; contractor must allow up to 2 weeks for this review and approval to take place.

Cost________

b. Clearing - Clear a 4 foot wide by 8 foot high trail corridor of vegetation, including where needed removing stumps. Contractor may at its option complete all clearing before commencing construction, or clear and then construct the trail in segments.

Cost________

c. Constructing and Finishing - For all included Trail sections, benchcut the trail to a side slope of 3-5 degrees. Move, manipulate and set available rocks in the trail tread as needed to create a trail tread passable by bikers and equestrians, including at numerous “climbing turns”. Construct one switchback turn. Complete all finishing work described in the BMP’s, except that MORE volunteers will i) rake/smooth out machine tread marks in the trail where required and ii) hand cut protruding roots left in the trail tread and backslope.

Cost________

d. Rework - On the short section of Reworked Trail, add bumps and grade reversals and carve out side slopes as needed to improve drainage.

Cost________

Total Cost __________________
Bidders Name: ________________________________

Email Address: ________________________________

Address: ______________________________________

_____________________________________________

Telephone: ________________________________

Signature: ________________________________

Date: ________________________________
Please provide the content of the document to be transcribed.
# Natural Surface Trail Specifications Matrix

<table>
<thead>
<tr>
<th></th>
<th>Easier (Green)</th>
<th>More Difficult (Blue)</th>
<th>Very Difficult (Black)</th>
</tr>
</thead>
<tbody>
<tr>
<td>**Constructed Tread Width (typical)**⁴</td>
<td>36”</td>
<td>30”</td>
<td>18”</td>
</tr>
<tr>
<td>Ave Trail Grade per 1000’</td>
<td>5%</td>
<td>7%</td>
<td>10%</td>
</tr>
<tr>
<td>Max Trail Grade³⁴</td>
<td>15%</td>
<td>20%</td>
<td>30% (armored over 20%)</td>
</tr>
<tr>
<td>Min Turn Radius⁵</td>
<td>10’</td>
<td>8’</td>
<td>6’</td>
</tr>
<tr>
<td>Max Turnpad Grade⁶</td>
<td>5%</td>
<td>15%</td>
<td>15%</td>
</tr>
<tr>
<td>Corridor Width (4’ above tread)</td>
<td>48”-72”</td>
<td>36”-72”</td>
<td>36”-48”</td>
</tr>
<tr>
<td>Corridor Height (typical)</td>
<td>8’ (humans) / 10’ (horses)</td>
<td>8’ (humans) / 10’ (horses)</td>
<td>8’ (humans) / 10’ (horses)</td>
</tr>
<tr>
<td>Exposure (direct, without railing)⁷</td>
<td>less then 18”</td>
<td>less then 48”</td>
<td>no limit</td>
</tr>
<tr>
<td>Unavoidable Obstacles</td>
<td>less then 2”</td>
<td>less then 8”</td>
<td>less then 18”</td>
</tr>
<tr>
<td>Avoidable Obstacles (over 50% of tread or less)</td>
<td>less then 6”</td>
<td>less then 24”</td>
<td>less then 36”</td>
</tr>
<tr>
<td>Roughasity (surface texture)⁸</td>
<td>low</td>
<td>med, some high</td>
<td>high, some very high</td>
</tr>
<tr>
<td>Tread and trail features</td>
<td>Firm trail surface. Any rock armored sections are constructed to have minimal height variation.</td>
<td>Modest rough tread (relative to local landscape) and occasional unavoidable obstacles are expected.</td>
<td>Significant unavoidable obstacles are expected. May include steps, terraces, extended rock gardens, loose rock, significantly exposure.</td>
</tr>
<tr>
<td>Notes</td>
<td>Expect to significantly modify local terrain to meet trail specs; removing rock, avoiding tree species with surface root systems.</td>
<td></td>
<td>Seek out rocky ridges. Selective machine work to create a defined but organic appearing tread. Most rock and tread work is aimed at sustainability and definition rather than ease of passage.</td>
</tr>
</tbody>
</table>

**Footnotes...**

1. Matrix establishes a general baseline. It is understood landscape conditions may dictate exceptions. Consult with project manager for specific situations.
2. Constructed tread width may narrow over short distances to 50% of spec. Examples include rock or tree gateways.
3. Max grades refer to extremely short segments, approximately 20 feet.
4. Listed grades assume high-quality clay-based soil with rock. Lower quality sandy soils will reduce value.
5. Unless constrained by landscape elements, turns should maintain a consistent radius.
6. Turnpad grade measures the rise/fall across the turning surface at the base of any inslope.
7. Additional exposure may be acceptable via widening tread to permit timid users to escape.
8. Roughasity attempts to capture average tread coarseness. Tread area with obstacles: "low" = less then 5%, "med" = less then 20%, "high" = over 20%, "very high" = over 50%.

**General Notes!**

- Sustainable trails guidelines provide the foundation for all design + construction decisions ("half rule", frequent grade reversals, max grades function of soils + use, etc.).
- Grade reversals are required in all trails, at least every 100 feet.
- All trails should have a minimum grade and camber (in/outslope) of 3% to ensure a well-drained tread.
- Trails are required to have a cambered tread and drain regardless of local terrain. In flat areas this may necessitate a "lift and tilt" or other terrain-modifying construction technique.
SECTION 1: GENERAL

1.1 Open Job Site And Public Safety

It is likely that the job site is reachable by the general public. Contractor shall ensure that reasonable precautions are taken to protect the public at all times where work is being performed.

This includes but is not limited to: clearly marking trail entrances to construction area as closed ideally with suggested alternate routes to circumnavigate affected areas, not using the greater trails system for mechanized access without informing the public and/or using dedicated spotters, employing dedicated spotters when felling trees or performing other tasks which may have effects outside the immediate construction area.

1.2 Invasive Species

To reduce the spread of invasive plant species all hand tools and mechanized equipment should be free of invasive seeds and clean of any dirt and mud when entering a project site. When transferring materials between distinct locations within the project site all tools and equipment must again be cleaned to discourage transport of invasives in the local landscape.

1.3 Disposal of Materials and Supplies Not Used

Materials, supplies, etc., delivered to the job but not used shall be removed from the site and properly disposed of by the Contractor.

1.4 Access Control

The Contractor is prohibited from installing gates, cables, chains, fences, and other types of barricades to limit access to the project site without prior written permission from the client and land manager.

SECTION 2: EROSION AND SEDIMENTATION CONTROL

2.1 Introduction

Management of erosion and sediment on a project may be defined in a provided Storm Water Pollution Prevention Plan (SWPPP). In such cases, all construction activities must conform to the requirements of the SWPPP. Any inconsistencies created
by the construction specifications do not excuse the Contractor violating the procedures and requirements laid out in the SWPPP.

No excavation or fill is permitted in wetlands. Wetlands will not be marked in the field. It is the responsibility of the Contractor to consult with client prior to doing any work within suspected wetlands areas.

2.2 Excavation + Finishing Sequence

To satisfy general erosion and sediment control concerns, trail must be finished and stabilized as the project advances. Ideally, all roughed-in corridor will be finished the same day. Stabilization includes covering excavated areas with local forest duff or approved alternate materials. Any segments requiring delayed finishing (e.g. greater than seven (7) days) must be approved in advance by client.

2.3 Filter Strips

Filter strips are vegetated areas downslope of the trail corridor intended to treat sheet flows coming off the tread. Filter strips function by slowing down flow velocities, filtering out sediments, and providing an opportunity for infiltration into the underlying soils. Properly mulched spoils may be designated as part of the filter strip. Filter strips shall not be used as regular travelways for equipment and materials. Areas with inadequate filter strip capacity above waterways may require installation of formal erosion control measures to satisfy erosion and sediment control plan requirements.

At all times, filter strip characteristics must satisfy the terms of the project SWPPP.

2.4 Filter Logs

Filter Logs are commonly specified in a trail project SWPPP when it is expected that buffers/filter strips cannot be maintained to wetland/waterway features. Logs must be installed to comply with Maryland Department of the Environment erosion and sedimentation control standards. Logs which are 100% biodegradable (e.g. no plastic netting) are strongly suggested so there is the option to leave logs in-place to degrade. Log staking should be done to comply with standards while also reducing the fall risk to trail users.
SECTION 3: TRAIL CONSTRUCTION

3.1 Detailed Design

Many projects are defined by a center-line corridor leaving it to the Contractor to layout a detailed design within the bounds of that corridor. This document and its recommendations do not constitute a design manual. The Contractor is expected to be familiar with the sustainable natural-surface recreation trail design principals promulgated by resources such as the US Forest Service Trail Construction and Maintenance Notebook and the International Mountain Bicycling Association Trail Solutions: IMBA’s Guide to Building Sweet Singletrack.

Rolling Contour Trail

Rolling Contour Alignment is a Cornerstone of Sustainable Trail Design

3.2 Corridor Clearing

Corridor clearing shall be confined to within four (4) feet of trail and backslope edges or as detailed in the project specifications. Within the specifications, pruning should be done with a light touch (invasive species excepted), only removing materials necessary to clear route and create sightlines. Proper pruning technique includes cutting limbs at intersections and not leaving stumps or “coat hangers”. Always use proper pruning equipment; not acceptable to snap off branches, slash with a machete, etc.
3.3 Trees

The trail is to be built with minimal impact to the over story trees and the surrounding forest. Only brush and small trees should be removed from the trail corridor. Live trees larger than 6” DBH or as listed in project specifications require permission before they are removed. Removal of healthy trees approaching this size should be avoided and only done when there is not a better option. Non-merchantable timber, dead, dying, and rotted trees can be removed to open up the trail corridor as necessary for grading or if they present a clear hazard to trail builders or trail users.

3.4 Debris

No debris created by construction activities shall be left within ten feet (10’) of trail. Butt-ends of any sawed limbs must face away from trail. Cut brush and slash must be disposed of in an upland location and must be kept out of streams, gullies, swales, low areas, and suspected wetlands. Distribution of slash should mimic the natural scatter in the local area.

3.5 Tread

All tread should be constructed as full bench whenever possible. If fill is required, it should be supported by a stone retaining wall sufficient to support potential equestrian use. In flatter areas (LT 10%), trail building techniques such as “lift and tilt” are expected to establish long-term positive drainage.

Specific tread widths are a function of the project and will be defined in its specifications. Narrower gateways through natural obstacles (trees, rock outcrops) are encouraged. For trails where the primary managed-use is bicycles, tread widths in areas of dynamic flow, jump landings, and insloped turns, for example, may be wider to accommodate the full range of riding experiences. Significant deviations from these examples require approval of the client.

3.6 Rocks

Maximum size rock material to be left in trail is a function of the project and will be defined in its specifications.

Rocks that are unearthed during grading shall be built into trail features or stabilized not more than five feet (5’) away from the trail-edge. It is not permitted to allow rocks to roll down the slope. The trail will be routed around or over rocks that cannot be moved with the approved equipment.
These requirements do not apply in areas where rocky tread is integral to the flow goals of a specific segment (e.g., more challenging “blue” or “black” graded). Exceptions also apply in boulder fields or where only a portion of the tread is obstructed. All rock embedded in the trail surface should be stable. When used in structures, care will be taken to match rock to the immediate surroundings; grain patterns, lichen growth, etc. Excess tool marks on rocks is not acceptable. Non-native rock may not be imported into a work area without approval.

3.7 Woody Material

Woody material such as stumps, logs, brush, and roots shall be removed from the trail tread. No standing stumps less than twelve inches (12”) in diameter shall be left within four feet (4’) of the trail tread.

3.8 Fall Zone Clearing

Areas adjacent to dynamic trail segments where visitors have a greater potential to exit the immediate trail corridor will be cleared of impact focusers; butt-end branches, stumps, and rocks under six-inch (6”) diameter.
3.9 Backslope

Backslope of trail should be graded to the angle-of-repose of the local soil or until it matches the existing slope. In areas where the backslope has the potential to become part of the active tread it must be finished to trail tread specifications.

3.10 Trail, Finished Condition

Finishing extends beyond the trail tread to include backslope, down slope spoils, and drainage features. It is not acceptable to remove roots and other debris from the trail tread only to leave them protruding from backslope. Spoils rakedown should take care to remove large debris as well so as to match the surrounding forest floor.

3.11 Spoils Stabilization

All excavated materials not used in the trail tread or other trail structures must be stabilized within seven (7) days of not being worked. Spoils should be distributed in a thin layer adjacent to the trail tread. Care should be taken to avoid placing spoils in drainages or swales. When possible, spoils should be mulched with local materials to discourage erosion while native seed stocks reestablish. In areas without adequate native mulch, appropriate alternative materials will be specified appropriate to the site. In certain circumstances, installation of formal erosion control measures may be required.

At all times, spoils stabilization must satisfy the terms of the project SWPPP.

3.12 Grade Reversals

A designed grade reversal or constructed rolling grade dip should occur at least every one hundred feet (100') and preferably more frequently. Any grade reversal must be strongly anchored to discourage short cutting.

For trails where the primary managed-use is bicycles, grade reversals may also double as flow elements, such as rollers, jumps, and pump/rhythm sections. In this context grade reversal shape, size, and placement should reflect the specifications for its location within the system.

3.13 Turns

A turn is a change of direction that results in crossing the fall-line of the hillslope. Turns will be constructed according to the trail tread specifications with the addition of a mandatory grade reversal upslope/prior to the turn and downslope/following the turn.
Turns should be designed and constructed to maintain a consistent radius. Project specifications may include turn radius guidelines. Projects with a primary-use for bicycles may specify the trail tread of the turn be insloped. Turns across slopes greater than 20% (or as defined in project specifications) require the creation of a platform to lessen the grade change through the turn. A switchback is an example of a platform turn. Turn platforms must be constructed to satisfy the terms of Above-Grade Earthen Structures.

3.14 Above-Grade Earthen Structures

Any portion of trail rising above the grade of its surroundings must be composed of mineral soil. If soil is scarce, a rock core may be used so long as it provides less than fifty percent (50%) of the total volume of the structure. Use of organic materials, duff, woody materials, etc., is absolutely prohibited.

Fill structures must have a fill slope of at least two-to-one (2:1) or the angle-of-repose of the local soil, whichever is greater. A retaining wall may be substituted for a fill slope with permission of the client. Fill structures must be completely stabilized and compacted in no greater than six-inch (6") lifts. Acceptable techniques include track-packing or compaction via a dedicated tamping unit. Hand tamping is not acceptable. Raw soil faces that do not become tread must be mulched and seeded in the same fashion as spoils and satisfy the terms of the project SWPPP.

Examples of above-grade earthen structures include aggressive grade reversals and turn pads for platform turns.
3.15 Borrow Pits

If borrow pits are created in the course of trail construction they will be finished to satisfy the requirements of the trail and its surroundings: slopes graded to the local angle of repose, stumps and roots trimmed, spoils stabilized and covered with forest duff.

3.16 Water Diversions

All tread should be outsloped at three percent (3%). When not possible or desirable due to purpose-built insloping, resource concerns, or obstruction, water can be directed down the trail for up to fifty feet (50’) before a water diversion location.

3.17 Environmental and Historic Preservation

The corridors identified in the provided design have been vetted through an assessment process to ensure they respect sensitive environmental and historic areas. The construction shall avoid any disruption or dislocation of sensitive cultural resources found on the site unless expressly authorized in writing by the client. Any known sensitive cultural areas will be communicated to the Contractor in writing before construction begins. In the event that previously unidentified historical artifacts are found during the construction process, trail construction must be immediately suspended in that area until it can be evaluated and a determination made on how to proceed.

3.18 Trail Closure

Closure specifications apply to temporary access routes and to existing trails being reclaimed as part of project scope. Compacted tread will be scarified to encourage regrowth of native seed stock. Exposed soils will be covered with local leaf litter. Seed and mulch meeting the mix requirements of the SWPPP may be used in this application. Trail tread will be disguised with woody debris. If trail is incised, check dams will be placed at a minimum of every twenty feet (20’) to capture sediment. If trail is actively eroding, grade reversals will be added to stem continued damage. Trail corridor will be erased via the placement of vertical debris. If length of trail to be closed is greater than one hundred (100) linear feet than vertical debris must extend a minimum of fifty feet (50’) from each end or until visible sight line is diminished, whichever is greater.
SECTION 4: MECHANIZED EQUIPMENT BEST PRACTICES

4.1 Utility Location

An active “Miss Utility” ticket must be open whenever construction operations are occurring. It is the Contractor’s responsibility to manage these tickets.

4.2 Tools

The Contractor shall perform the required work using hand tools and/or small mechanized equipment that is a maximum of fifty inches (50”) in width. Equipment with adjustable width tracks should be able to reduce track width to less than fifty inches (50”). Some sites may not be suitable for equipment this large and other sites may not be suitable for any mechanized equipment regardless of size due to terrain constraints. Larger equipment may only be substituted with prior expressed permission of the client. Permanent modification of trail outside the scope of work to accommodate equipment access (e.g., widening of an existing trail) is not desirable and must be specifically approved in advance by the client.

4.3 Mechanized Equipment; Use

All track marks will be raked smooth. Affected area will be finished to have a nature shape, e.g., spoils piles rounded, smoothed and cleared of significant brush, blade edges blended. A spill kit suitable for five gallons of fluid will be onsite and within 500 feet of mechanized equipment whenever equipment is being operated. Scarring of trees is to be avoided. Significant and repeated scarring may result in a financial penalty up to the replacement value.

Machine service and fueling is not permitted with 100 feet of a wetland or drainage.

Machine access is restricted to the trail corridor. Separate access routes may only be created and used with the prior permission of the client. Any approved access route must be retired and reclaimed back to its original condition upon project completion. Contractor should confirm the capacity of any structure (e.g. bridge, culvert, etc) before using. Damage to any road/trail or structure caused by the Contractor’s use will be repaired at their expense. If equipment with metal tracks are used, the Contractor is expected to employ best-practices, such as the use of rubber mats, to protect facility infrastructure during loading/unloading, site mobilization, etc.
4.4 Mechanized Equipment; Requirements

Using mechanized equipment equipped with tracks is strongly recommended. On project work, tracks are required for heavy equipment (greater than 500 lbs. gross weight).

All equipment will be clean and free of debris before introduced to work site. Equipment is subject to inspection at the start and during the project.

All mechanized equipment shall be in good mechanical condition, free of any fluid leaks and be equipped with spark arrestors if applicable.

Each machine will be equipped with at least one readily accessible fully charged fire extinguisher. Mounting locations should be chosen such that at least one fire extinguisher is accessible in the event of a rollover.

A spill kit with appropriate capacity must be mounted on the machine or available within 500 feet whenever equipment is operating.

Any equipment that does not meet these criteria shall be shutdown until in compliance. If not correctable it will be removed from the project site at the request of the client’s representative and at no additional cost to the client.

As part of their bid package, the Contractor will be asked to supply the expected list of mechanized equipment required to complete the project.

4.5 Personal Protective Equipment

It is the responsibility of the Contractor to ensure that all employees working on the project equipped with and are using as appropriate the proper Personal Protective Equipment (PPE) for the work being done. Helmets, eye protection, hearing protection, protective gloves, steel-toed boots, and protective clothing are considered some of the basic PPE. Face shields, breath protection, insect repellent, knee pads, shin guards, chaps are some of the other PPE that should be deployed where appropriate for the work being performed and the conditions. The Contractor must have at least one OSHA-compliant First Aid Kit readily available at each worksite.

4.6 Use of Premises – Storage

Contractor shall confine its apparatus, storage of materials, and operation of its employees/subcontractors to limits indicated by law, ordinance, permits, and/or directions of the client, and shall not unreasonably encumber the premises with its materials. Before any work is undertaken the Contractor shall consult with the client’s representative and secure from client the use of such space as may be available for the
storage of materials and/or equipment. Contractor will be held responsible for any damage done in connection with the use of this location for storage.

The client is not responsible for any damages that may occur to the Contractor’s equipment during storage whether it is from natural causes or caused by man from such unlawful acts as theft, vandalism, and arson. The Contractor is responsible for providing their own property insurance. The Contractor is responsible for providing their own storage and transportation equipment such as trailers, tarps, locks, or other security devices.
ATTACHMENT NO. III

STATE CONTRACT NO. ________________

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) __________________________

and the duly authorized representative of (business) ____________

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

__________________________________________

__________________________________________

__________________________________________

__________________________________________
C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) been convicted of any criminal violation of a state or federal antitrust statute;

(c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961, et seq., or the Mail Fraud Act, 18 U.S.C. § 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

________________________________________________________________________

________________________________________________________________________
D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Section 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (indicate the reason(s) why the affirmations cannot be given without qualification):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

   (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

   (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

   (c) Prohibit its employees from working under the influence of drugs or alcohol;

   (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

   (i) The dangers of drug and alcohol abuse in the workplace;

   (ii) The business' policy of maintaining a drug and alcohol free workplace;

   (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

   (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § J (2)(b), above;

(h) Notify its employees in the statement required by § J (2)(b), above, that as a condition of continued employment on the contract, the employee shall:

   (i) Abide by the terms of the statement; and

   (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

   (i) Notify the procurement officer within 10 days after receiving notice under § J (2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under § J (2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

   (i) Take appropriate personnel action against an employee, up to and including termination; or

   (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of § J (2)(a)-(j), above.

3. If the business is an individual, the individual shall certify and agree as set forth in § J (4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

4. I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic ________) (foreign ________) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:

Address:

(If not applicable, so state).

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.
L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

M. REPEALED

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the Federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: __________________________ By: __________________________

(Authorized Representative and Affiant)

06/08/2000
ATTACHMENT NO. IV

STATE CONTRACT NO. __________

CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) ____________________________

and the duly authorized representative of (business) __________

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ________) (foreign ________) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: ____________________________

Address: ____________________________

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.
C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated __________, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:______________________  By:______________________________

(Authorized Representative and Affiant)

06/08/2000