



## REQUEST FOR PROPOSALS (RFP) ADDENDUM 11/30/18

Trail Feasibility Study of the Casselman River (Jennings Brothers) Railroad  
MHAA Grant Agreement #: 31201  
ARC CTA Grant Agreement #: MD-19405-302-18

Garrett Trails Incorporated of Garrett County, Maryland are accepting proposals for a one-time contract to perform certain professional services (consulting work) relating to the preparation of a feasibility study. Attached is the information necessary for the submission of the bid proposal, including specific requirements, the organization of the proposal, proposal evaluation criteria and the proposed contract.

Ten (10) copies of the sealed bid proposal clearly labeled "Trail Feasibility Study of the Casselman River (Jennings Brothers) Railroad must be received by the addressee below no later than **1:30 pm prevailing time on Friday, December 14, 2018.**

The proposal should be delivered or mailed to:

Mrs. Ashlee Houck, Executive Director  
Garrett Trails Inc.  
PO Box 62  
McHenry, Maryland 21541

An optional pre-bid meeting to discuss the project scope of work will be held at 1:00 pm on Thursday, November 29, 2018 at the following location:

Garrett County Chamber of Commerce  
15 Visitors Center Drive  
McHenry, Maryland 21541

If additional information is needed, please contact Ashlee Boyd, Executive Director – Garrett Trails Inc. Office at 301.387.3013.



## TABLE OF CONTENTS

Section 1.	BACKGROUND.....	3
	1.1 General Background	
	1.2 Project Goals	
	1.3 Project Funding	
Section 2.	REQUIREMENTS.....	4
	2.1 General Requirements	
	2.2 Information Provided by Ashlee Boyd and Garrett County Trails	
	2.3 Procurement Schedule	
	2.4 Submittal of Proposals	
	2.5 Questions and Addenda	
	2.6 Proposal Bond Requirements	
	2.7 Bidder’s Responsibility	
	2.8 Basis of Procurement	
Section 3.	SCOPE OF WORK .....	9
	3.1 Background and Intent of the Project	
	3.2 Study Purpose	
	3.3 Legal Feasibility	
	3.4 Demand/Potential Use of Trail	
	3.5 Physical Inventory and Assessment of the Right of Way	
	3.6 Trail Concept Plan	
	3.7 Trail Operations, Maintenance and Security	
	3.8 Financial Feasibility	
	3.9 Public Participation	
	3.10 Executive Summary	
	3.11 Final Products	
Section 4.	CONSULTING TEAM QUALIFICATIONS... ..	15
Section 5.	PROPOSAL SUBMITTAL REQUIREMENTS... ..	16
	5.1 General Format and Organization of Proposals	
	5.2 Letter of Transmittal	
	5.3 Title Page	
	5.4 Table of Contents	
	5.5 Confidentiality Statement	
	5.6 Profile of Firm	
	5.7 Explanation of Methods and Approach to Work to be Performed	
	5.8 Work Schedule	
	5.9 Cost	
Section 6.	EVALUATION CRITERIA .....	20
Section 7.	SELECTION AND CONTRACT NEGOTIATIONS .....	21
	7.1 Selection	
	7.2 Contract Negotiation	
	7.3 Draft Contract	
Appendix A.	Non-Discrimination Clause .....	24
Appendix B.	Draft Area Alignment Map.....	25



## SECTION 1: BACKGROUND

### 1.1 General Background

The Trail Feasibility Study of the Casselman River (Jennings Brothers) Railroad project will identify the feasibility to bridge a gap between several miles of trails that create abundant recreational opportunities, increase economic development and growth within the county as seen on the Great Allegheny Passage, and promote as well as preserve an area of extreme historical presence.

Garrett Trails, in conjunction with guidance from Garrett County purchasing department and the Garrett County Chamber of Commerce, will develop and issue a Request for Proposals (RFP) to solicit bids from qualified professional firms to perform a feasibility study on the Casselman River (Jennings Brothers Railroad). The qualified lowest bid will be announced and awarded. The awarded firm will then begin the feasibility study conducting stakeholder sessions and presenting findings. The firm will conduct a field view of the conceptual trail. Informational sessions will be held throughout the process in conjunction with the county, town, and public. The firm will prepare the feasibility report and opinion of probable cost. The firm will present the findings in their entirety. The feasibility study will take place in Garrett County, Maryland.

The Casselman River (Jennings Brothers Railroad) feasibility study will identify whether the initial concept of the "Casselman River Rail-Trail) connecting at Meadow Mountain Trail System and proceeding north to eventually connect to the Great Allegheny Passage is achievable. The study will determine challenges, alternatives, and directives to fulfill the project in its entirety. The resulting data can shape the priority list, which impacts both the budget and timeline of future phases. The Casselman River feasibility study will contribute to the potential benefits and negative impacts of a trail system, environmental constraints, legal feasibility, and community input, as well as develop recommendations for facilities, uses and implementation. The outcome of the study will outline the area's potential as a multi-use trail, and determines the viability of the corridor for non-motorized use. Local support is a critical piece for developing the trail corridor, and only those sections with local support should be developed. The project will remain a catalyst to the future construction and connectivity of two major areas of interest, Casselman River Bridge State Park and Jennings Brothers Railroad

The contract period shall begin with the date of acceptance and continue through May 31, 2019 unless earlier completion of the plan or the contract is terminated earlier.

### 1.2 Project Goals

**Goal 1:** Identify if it is possible to protect and enhance the existing rail corridor and ensure its viability for a recreational trail.



**Goal 2:** Determine the economic, environmental, political and social feasibility of constructing a multi-use trail.

**Goal 3:** Involve the general public in the development of the Feasibility Study by using a variety of public outreach techniques throughout the process.

**Goal 4:** Identify opportunities to develop partnerships: 1) among local governments; 2) between private property owners, local governments, and state agencies; 3) between the public, private, and nonprofit sectors; and 4) with municipal/inter-municipal organizations, departments, and authorities.

**Goal 5:** Identify links between environmental protection, recreational opportunity, and economic prosperity related to the trail and integrate resource management and economic development in a sustainable growth plan for the area. Use the synergistic links between the environment and the economy to expand the local economy's sustainable growth and development.

### **1.3 Project Funding**

This project will be fully funded by the Maryland Heritage Area Authority and the Appalachian Regional Commission Community Technical Assistance – MD-19405-302-18. Both the Maryland Heritage Area Authority and the ARC CTA Program have certain requirements and standards that must be met by Garrett Trails Inc. and its contracted consultant. Accordingly, this Request for Proposal (RFP) has been prepared to meet these requirements and standards. The project will be monitored by the Garrett Trail Organization and certain documents and drafts of documents will be subject to review and approval by the MHAA as well as the ARC.

## **SECTION 2: REQUIREMENTS**

### **2.1 General Requirements**

2.1.1 Ten (10) copies of the sealed bid proposal shall be submitted prior to the deadline established in this RFP and be clearly marked "Casselman River (Jennings Brothers) Railroad Feasibility Study.

2.1.2 All bidders are bound by the deadline and location requirements of this RFP. Late proposals will not be considered.

2.1.3 Bidders electing to respond to this RFP are responsible for all costs incurred in the preparation and submission of proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. Garrett Trails Inc. is not liable for any costs incurred by a bidder in response to this RFP and the bidder (including all related parties) disclaims and voluntarily and knowingly waives any and all rights to reimbursement for any such costs.



2.1.4 Garrett Trails Inc. reserves the right to reject any or all proposals or any portion thereof and to select the bid proposal that it judges to be in the best interest of the organization and county.

2.1.5 Garrett Trails Inc. reserves the right to cancel or modify this RFP. There is no guarantee that the Garrett Trails Inc. will place the requested services under contract.

2.1.6 Garrett Trails Inc. reserves the right to appoint an evaluation committee to review proposals and to utilize the assistance of outside professionals in proposal evaluation.

2.1.7 Garrett Trails Inc. reserves the right to investigate the qualifications of any bidder under consideration (including proposed subcontractors and parties otherwise related to the bidder) and require confirmation of information furnished by a bidder, or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFP.

2.1.8 Garrett Trails Inc. reserves the right to disclose information contained in proposals to the public, subject to confidentiality statutes.

2.1.9 Garrett Trails Inc. reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.

2.1.10 Garrett Trails Inc. reserves the right to interview and hold discussions with any qualified bidder at any time after receipt of the bid proposals and before the signing of a legally binding contract.

2.1.11 Garrett Trails Inc. reserves the right to evaluate proposals in terms of the best interests of the organization and county, applying criteria provided in this RFP.

2.1.12 Garrett Trails Inc. reserves the right to accept other than the lowest cost proposal based upon an evaluation of other aspects of the proposal.

2.1.13 Any contract that may result from this RFP is subject to the approval of the Garrett Trails Board and is effective only upon its approval.

2.1.14 All bid proposals must remain valid for a minimum period of sixty (60) days after the proposal due date and for such additional thirty (30) day periods as the Garrett Trails Board and the bidder shall agree in writing. Proposals may not be modified or withdrawn by the bidder during this period of time except in accordance with this RFP and with written permission granted by the Garrett Trails Board.

2.1.15 Any bid proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of sixty (60) days, unless otherwise extended as aforesaid, or until a selection has been made by the Garrett Trails Board, whichever shall first occur.

2.1.16 If the Garrett Trails Inc receives only one proposal, the organization may initiate negotiations with the bidder submitting the proposal or seek additional proposals on an informal or formal basis during the sixty (60) day period that proposals must remain effective.



2.1.17 Any proposal or bond signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.

2.1.18 The bidder may add to, modify or clarify any of the scope of work items it deems appropriate to obtain a high quality plan. All changes should be clearly listed and explained. However, the scope of work proposed, at minimum, must accomplish the goals and work outlined in this RFP and the guidelines of the grantors.

2.1.19 Any and all work performed as a result of this RFP shall be in accordance with the Garrett Trails Inc. Feasibility and Rail-Trail project guidelines and requirements.

## **2.2 Information Provided by Garrett Trails Incorporated**

2.2.1 Bidders shall be solely responsible for conducting their own independent research, due diligence, or other work necessary for the preparation of proposals, negotiation of contracts, and the subsequent delivery of services pursuant to any contract. Garrett Trails Inc., Garrett County purchasing department and the Garrett County Chamber of Commerce take no responsibility for the completeness or the accuracy of any information presented in this RFP or otherwise distributed or made available during this procurement process or during the term of any subsequent contract.

2.2.2 Bidders shall not rely on any oral statement made by Garrett Trails Inc., Garrett County purchasing department and the Garrett County Chamber of Commerce or its agents, consultants, or advisors in the preparation of a response to this RFP.

2.2.3 Should a bidder find discrepancies in, or omissions from, this RFP and related documents, or should a bidder be in doubt as to meaning, the bidder shall immediately notify Garrett Trails Inc. if the point in question is not clearly set forth, a written addendum or bulletin of instructions will be mailed or delivered to each person obtaining this RFP. Each person requesting an interpretation will be responsible for the delivery of such requests to Garrett Trails Inc. in writing. Garrett Trails Inc. will not be bound by, or be responsible for, any explanation or interpretation of the proposed documents other than those given in writing as set forth herein.

2.2.4 Prior to submitting a proposal, bidders are encouraged to visit the project area to ascertain by inspection pertinent local conditions and any other items that may be pertinent to a bidder's submission.

## **2.3 Procurement Schedule:** Garrett Trails Inc. anticipates the following schedule:

- RFP Available: November 2, 2018
- Optional Pre-Bid Meeting: November 29, 2018 at 1:00 pm at Garrett County Chamber
- Deadline to Submit Questions: December 3, 2018
- Deadline for Response to Questions: December 6, 2018
- Proposal Due Date: December 14, 2018
- RFP Opening: December 19, 2018
- Complete Evaluations: January 2, 2019



- Interviews (If necessary): January 3, 2019
- Selection by Garrett Trails Inc: January 16, 2019
- Notice of Selection: January 17, 2019
- Negotiation of Contract: January 29, 2019
- Review of Contract: January 31, 2019
- Initiation of Service February 1, 2019

The contract period shall begin with the date of initiation of service on February 1, 2019 and continue through May 31, 2019 (120 days) unless earlier completion of the plan or the contract is terminated earlier.

## **2.4 Submittal of Proposals**

2.4.1 Bid proposals must be received, date stamped and recorded, by Garrett Trails Inc. by 1:30 PM prevailing time on Friday, December 14, 2018.

Proposals received after that time will not be accepted. The proposal shall be enclosed in a sealed envelope clearly labeled as the "Casselman River (Jennings Brothers) Railroad Feasibility Study." An original and nine (9) copies of the proposal shall be submitted. All proposals shall be submitted by mail or hand delivered to:

Mrs. Ashlee Houck, Executive Director  
Garrett Trails Inc.  
PO Box 62  
McHenry, Maryland 21541

Proposals will not be accepted by facsimile or email.

2.4.2 The sealed proposals will be opened Thursday, December 19, 2018 at the regularly scheduled Garrett Trails Board meeting at the Garrett County Chamber of Commerce at 8:30 am at 15 Visitors Center Dr, McHenry, MD 21541.

2.4.3 After opening of the proposals, a bidder may not correct, modify, or withdraw the price or any other provision of its proposal in a manner prejudicial to the interests of Garrett Trails Inc. or fair competition. Garrett Trails Inc. may waive minor informalities or allow the bidder to correct them.

## **2.5 Questions and Addenda**

2.5.1 Questions regarding this RFP can be submitted in writing by certified mail, return receipt requested to:

Mrs. Ashlee Houck, Executive Director



Garrett Trails Inc.  
PO Box 62  
McHenry, Maryland 21541

2.5.2 An optional pre-bid meeting to discuss the project scope of work will be held at 1:00 pm on Thursday, November 29, 2018 at the following location:

Garrett County Chamber of Commerce  
15 Visitors Center Dr.  
McHenry, MD 21541

2.5.3 The deadline for the receipt of questions on this RFP is Thursday, December 6, 2018.

2.5.4 Responses will be issued as an addendum to the RFP and will be delivered or mailed to all parties that requested an RFP.

## **2.6 Proposal Bond Requirements**

2.6.1 A Proposal Bond or alternative security will not be required.

## **2.7 Bidder's Responsibility**

2.7.1 At the time of opening of proposals, it will be presumed that each bidder has read and is thoroughly familiar with the scope of services to be performed under this RFP, the terms and conditions of this RFP, and any other documents included in this RFP. The failure or omission of any bidder to examine any form, instrument, or document contained in this RFP shall not relieve the bidder from any obligation in respect to the proposal submitted.

2.7.2 The bidder agrees that, if a contract is executed with Garrett Trails Inc., the bidder shall make no claim against the organization, county, or chamber because of any estimate or statement made by any employees, agents, or consultants of the organization, county, or chamber which may prove to be erroneous in any respect.

## **2.8 Basis of Procurement**

2.8.1 This RFP and any contract(s) that may result shall be in accordance with appropriate laws, ordinances, and regulations of the United States Government and the County of Garrett.

2.8.2 During this RFP process and to the extent that Garrett Trails Inc. determines to proceed with a contract for services as a result of this RFP, the organization will conform and comply with appropriate provisions of the MHAA, ARC, and the County of Garrett.

## **SECTION 3: SCOPE OF WORK**





The Garrett County Department of Planning and Management Office will provide all available and appropriate GIS data sets needed for completion of this project. Datasets include standard base layers from the county, government agencies, and layers developed for the Recreation and Eastern Continental Divide Loop Trail. The Department of Planning and Management can offer aerial orthophotography tiles [in tif or sid format and/or a single county-wide mosaic sid or ecw image]. All requested vector data will be best provided in its native shp or file geodatabase format but can also be converted to a dwg file. All Garrett County Department of Planning and Management vector data is in “MD State Plane (FIPS 1900) in units of Feet (NAD 1983)” and the imagery is provided in the same coordinate system but can alternately be used with units of meters.

For questions or reference please contact J.B. Churchill at the Garrett County Department of Planning and Management Office at [jchurchill@garrettcounty.org](mailto:jchurchill@garrettcounty.org)

### **3.1 Background and Intent of Project**

The Trail Feasibility Study of the Casselman River (Jennings Brothers) Railroad project will identify the feasibility to bridge a gap between several miles of trails that create abundant recreational opportunities, increase economic development and growth within the county as seen on the Great Allegheny Passage, and promote as well as preserve an area of extreme historical presence.

November 2, 2018 - Garrett Trails, in conjunction with guidance from Garrett County purchasing department and the Garrett County Chamber of Commerce, will develop and issue a Request for Proposals (RFP) to solicit bids from qualified professional firms to perform a feasibility study on the Casselman River (Jennings Brothers Railroad). The qualified lowest bid will be announced and awarded. The firm will then begin the feasibility study conducting stakeholder sessions and presenting findings. The firm will conduct a field view of the conceptual trail. Informational sessions will be held throughout the process in conjunction with the county, town, and public. The firm will prepare the feasibility report and opinion of probable cost. The firm will present the findings in their entirety. The feasibility study will take place in Garrett County, Maryland.

The Casselman River (Jennings Brothers Railroad) feasibility study will identify whether the initial concept of the "Casselman River Rail-Trail) connecting at Meadow Mountain Trail System and proceeding north to eventually connect to the Great Allegheny Passage is achievable. The study will determine challenges, alternatives, and directives to fulfill the project in its entirety. The resulting data can shape the priority list, which impacts both the budget and timeline of future phases. The Casselman River feasibility study will contribute to the potential benefits and negative impacts of a trail system, environmental constraints, legal feasibility, and community input, as well as develop recommendations for facilities, uses and implementation. The outcome of the study will outline the area's potential as a multi-use trail, and determines the viability of the corridor non-motorized use.

Local support is a critical piece for developing the trail corridor, and only those sections with local support should be developed. The project will remain a catalyst to the future construction and connectivity of two major areas of interest, Casselman River Bridge State Park and Jennings Brothers Railroad.



### 3.2. Study Purpose:

Under this section of the project, the project team will be asked to provide a broad overview of the project, including the following key work items:

- 3.2.1 Describe why the study is being conducted.
- 3.2.2 Describe the right-of-way (ROW) under study.
- 3.2.3 Provide general mapping of the study area.
- 3.2.4 Identify the boundaries/limitations of the study.

The Casselman River (Jennings Brothers Railroad) feasibility study would address any environmental issues, such as wetlands, drainage, right-of-way, cultural, and utilities, study adjacent land uses and destinations that may affect route choice problems or opportunities the project will address, the overall connection to the larger trail network, development of adjacent land for parking and/or other services, examine relevant policies and regulations of the appropriate public agencies, engage stakeholders to provide input, identify any alternative, if needed, and finalize the preferred route based in most practical, cost-effective, and beneficial to the Grantsville, Maryland area along the Casselman River running into the historical Casselman River Bridge.

The project will be made public through all Garrett Trails outlets and available to the public once completed. The town of Grantsville representative, Robin Jones, serves on the Garrett Trails board and is aware of the current proposed project alongside business owners and county officials. Under the discretion of the organization, it will be encouraged to seek out the public for information relative to the area. People interested in information about the project may email Garrett Trails at [ed@garretttrails.org](mailto:ed@garretttrails.org) or call the office at 301.387.3013.

This project is consistent with regional, state, and local plans, to include the Garrett County Economic Development Strategic Plan, stating, "As a growing, thriving, rural community, Garrett County will have a world class trail system," and "Support planning and implementation for the Continental Divide Loop Trail System." referenced on file pages 10 and 17 at <https://www.garrettcountry.org/economic-development/files/strategicplanfeb2011.pdf>

The Casselman River (Jennings Brothers Railroad) feasibility study falls directly in line with the goals and objectives of the Mountain Maryland Gateway to the West Heritage Area. As specified in the heritage plan for Garrett County, the feasibility study would act as a catalyst in furthering the significance of the project in eventually demonstrating awareness regarding the area's history, culture, and resources all while increasing economic development. The Garrett County heritage plan speaks of the late 19th Century as Garrett County's most important historical period, being an "unprecedented" time of growth in the County all in relation to the railroad industry, industrialization, and the rise of resort industries (Garrett County Heritage Plan, p.10). This study will create a worthwhile initiative to increase tourism in



Garret County by utilizing the historical attributes of the Jennings Brothers Railroad and the connectivity to the nationally recognized Casselman River Bridge.

Garrett Trails Inc. is continually creating and exhibiting their integral position within the county by the growing relationship they hold with Garrett County Government, planning and management departments, local businesses, county health department, state parks and forests, and town officials. This project will identify the feasibility to bridge a gap between several miles of trails that create abundant recreational opportunities, increase economic development and growth within the county as seen on the Great Allegheny Passage, and promote as well as preserve an area of extreme historical presence.

### **3.3. Legal Feasibility:**

Under this section of the project, the project team will determine if it is feasible to obtain free and clear title to the proposed ROW. The key work tasks include:

- 3.3.1 Perform a title search to determine the ownership status of the ROW.
- 3.3.2 Identify property owners and those adjoining the ROW and contact them, if appropriate, to describe the project and determine the level of interest in supporting the project.
- 3.3.3 Evaluate acquisition and/or easement agreement options.

### **3.4. Demand for and Potential Use of Trail:**

This section of the study will: (1) determine the anticipated level of usage of the trail should it be constructed, (2) consider the compatibility of the trail with the landscape; and (3) further define the key connections/linkages that the trail could make in the host areas. The key work tasks under this item include the following:

- 3.4.1 Provide the general demographics of potential trail users.
  - a. Describe the community character (rural, urban centers, suburbs, industrial zones, etc.).
  - b. Compile population information and project demographic patterns (current and projected).
  - c. Develop a profile of potential users (cyclists, pedestrians, equestrians, cross-country skiers, etc.)
  - d. Examine handicap accessibility
- 3.4.2 Analyze potential demand and use of the area.
  - a. Estimate initial usage levels.
  - b. Project future usage levels.
- 3.4.3 Identify and evaluate potential trail linkages/connections, including possible;
  - a. Connection to the state park and forest system.



- b. Connections to existing and proposed local and regional park lands, historic and cultural resources (where appropriate) and other key community facilities.
- c. Connections to the other projects defined in the Garrett County Comprehensive Plan.
- d. Connections to existing or proposed trail systems outside of Garrett County, including the potential to be connected to the Great Allegheny Passage in Meyersdale, PA.

3.4.4 Determine compatibility of trail development with the adjacent land uses. These include the state forest and park systems, agricultural, scattered residential, businesses, schools and churches.

### **3.5. Physical Inventory and Assessment of the ROW:**

- 3.5.1 Detailed mapping of the proposed trail alignment(s) at an appropriate scale.
- 3.5.2 Office and field research to delineate major areas of concern.
- 3.5.3 Physiological Analysis – identify and map:
  - a. The length, dimensions and boundaries of ROW
  - b. Steep slopes
  - c. Topography (use of topographical information on USGS maps is acceptable)
  - d. Composition of the railroad bed (materials and integrity)
  - e. Surrounding land use
  - f. Erosion and drainage problems along the trail.
- 3.5.4 Natural Features Inventory – identify and map:
  - a. Adjacent and intersecting streams;
  - b. Significant natural features (bodies of water, rock outcroppings, wetlands, floodplains, etc.)
  - c. Existing vegetation and wildlife analysis (Identify any species of concern or sensitive habitat areas in the project area and/or the existence of aggressive, weedy species/major invasive plants.)
- 3.5.5 Wildlife Analysis within the Area of Study:
  - a. Identify and map existing wildlife crossings.
  - b. Detail any wildlife that may be harmful to trail users
  - c. Detail habitat that would be negatively impacted
- 3.5.6 Structures within the Corridor
  - a. Provide an assessment of necessary stream crossings with engineering and safety assessment
  - b. Identify potential and/or obvious trail encroachments
- 3.5.7 Infrastructure and Utilities:



- a. Identify and map the location of utilities and local roads in relationship to trail and alternative trail locations (water, sanitary sewers, electrical and gas lines, telephone, etc.)
- b. Determine potential of the these utilities to serve trail development
- c. Determine instances where the physical location of these utilities may be an impediment to trail development.

**3.5.8 Intersections and Access Points:**

- a. Identify and map existing road crossings, active rail lines, driveways, farm access and/or livestock crossing areas, etc.
- b. Inventory access points located within the corridor for possible vehicular and pedestrian access to and through the corridor.

**3.5.9 Environmental Concerns:**

- a. Based on preliminary assessments, determine the need for environmental assessment studies relative to toxic waste disposal and other environmental hazards.

**3.5.10 Historic Features Inventory:** Using published historic documents, railroad history specific to the town of Jennings, Jennings Brotherrails Railroad, oral history (if applicable), and the County of Garrett, identify and map:

- a. adjacent and nearby significant historic resources that could contribute to the rail-trail experience and generate additional interest for tourism and economic development.

**3.6 Trail Concept Plan:**

**3.6.1 Develop a trail concept plan incorporating all data obtained and conclusions.**

**3.6.2 Identify the following on the plan map:**

- a. Trail location and any alternative routes within the area.
- b. Proposed location of trailheads and related facilities (restrooms, water, emergency telephone, lighting, parking, maintenance, etc.)
- c. Areas with single and/or double tread pathways
- d. Areas for trail barriers and emergency access
- e. Areas needing natural buffers and/or screening
- f. Proposed linkages to parks, schools, neighborhoods, historic resources, and other trail systems within or outside of Garrett County, Maryland
- g. Possible handicap access and required facilities
- h. Crossings for adjoining agricultural activities.
- i. Conceptual locations for possible interpretive signage for nearby historic resources.

**3.6.3 Develop conceptual designs for mitigating potential conflicts between pedestrians and other proposed trail users (bicyclists, horseback riders, etc)**



3.6.4 Identify auxiliary facilities necessary to operate the trail and provide conceptual designs for these areas such as rest areas, parking facilities, fencing or buffer systems, drainage systems, emergency vehicle access, facilities to meet the needs of persons with disabilities. The American with Disabilities Act (ADA) Standards for Accessible Design are available at the United States Department of Justice website at:  
<http://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm>.

3.6.5 Identify and prepare conceptual designs for facilities required to restrict use of the path.

3.6.6 Prepare a phased implementation plan for future trail.

### **3.7 Trail Operation, Maintenance and Security:**

3.7.1 Determine ownership/maintenance/management options for involved entities.

3.7.2 Identify potential roles of public and non-public agencies.

3.7.3 Identify areas for in-kind contributions from involved entities.

3.7.4 Propose the appropriate organizational structure to provide trail maintenance, operation and security.

3.7.5 Identify typical trail maintenance tasks, both routine and periodic.

3.7.6 Work with involved parties to propose individuals or groups responsible for maintenance tasks.

### **3.8 Financial Feasibility:**

3.8.1 Provide a cost estimate for any required land acquisition or purchase of easements.

3.8.2 Prepare cost estimates for developing the trail and for proposed facilities.

3.8.3 Prepare cost estimates for the phased implementation plan

3.8.4 Provide typical management and maintenance budgets from similar trails.

3.8.5 Develop a sample budget for staffing and maintenance, including all anticipated cost categories with projections of operating expenses and revenues per project phase.

3.8.6 Identify potential sources for capital and operating revenues such as, but not limited to, grants, direct municipal contributions, user fees, private sector support, etc. Evaluate which are the most likely funding sources.

### **3.9 Public Participation:**



3.9.1 Grantee task – Formation of Study Committee – establish a well-rounded and representative study committee and discuss its involvement in the planning process.

3.9.2 Shared task – Co-facilitate study committee meetings.

3.9.3 Consultant task – Facilitate up to two (2) public meetings during the study. The initial meeting will be held to determine the public interest and concerns; with the second meeting held as public work sessions to modify the plan to accommodate the public needs. Any additional meetings will be held in reserve, if needed for additional public comment.

3.9.4 Consultant task – Conduct other public participation techniques like key interviews with adjacent property owners, local business leaders, neighborhood and community groups, etc., as needed.

3.9.5 Consultant task – Document, in a written summary, the public participation results.

### **3.10 Executive Summary:**

3.10.1 Provide an executive summary of the study findings and recommendations.

### **3.11 Final Product(s):**

3.11.1 Prepare a draft report (10 copies) that describes the study methodology, findings, and recommendations and provides required mapping. The organization must approve the draft and may request revisions to the draft before a final plan is prepared.

3.11.2 Submit twenty (20) bound copies of the final narrative report to the municipality(s)/owner(s) and two (2) to the county; and one electronic copy of the final report to each of the following: Garrett Trails Inc. and Garrett County Department of Planning. Three (3) written, bound copies and one (1) electronic copy of the final report must be submitted to Garrett Trails Inc. to submit to the grantors. Total bound copies = 25; total electronic copies = 3

## **SECTION 4: CONSULTING TEAM QUALIFICATIONS**

4.1 Experience developing and implementing public participation techniques such as holding public and study committee meetings, conducting key person interviews, developing citizen surveys, etc.

4.2 At least one member of the consulting team shall have prior experience conducting trail feasibility studies and master planning projects. This member should be the project leader and assume overall project coordination between the organization and the consulting team.



- 4.3 Experience developing and recommending policies and procedures related to feasibility studies, recreation master planning, trail planning and design, planning, and land acquisition expertise.
- 4.4 Experience setting goals, analyzing complex problems, generating alternative solutions, and providing recommendations and implementation strategies.
- 4.5 Documented expertise in trail design and construction.
- 4.6 Familiarity with railroad operations and the legal aspects of rail corridor use.
- 4.7 At least one member of the consulting team should have experience as a practitioner with recreation trail development and management.
- 4.8 At least one member of the consulting team should be from the following disciplines: registered landscape architect, architect or engineer.
- 4.9 The project team shall have prior experience with rails with trails, or rails to trails projects including feasibility analysis, planning, design and construction.

## **SECTION 5: PROPOSAL SUBMITTAL REQUIREMENTS**

### **5.1 General Format and Organization**

- 5.1.1 To facilitate comparison and evaluation of bid proposals, all bidders are requested to follow the format outlined in this section.
- 5.1.2 Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of both the capabilities of the bidder, and the characteristics and benefits of the services being proposed.
- 5.1.3 Legibility, clarity, and completeness are essential.
- 5.1.4 An 8 ½" x 11" format is required for submissions.
- 5.1.5 Proposals, completed proposal forms, and other documents shall be bound with numbered/lettered tab dividers corresponding to the requirements contained in the balance of this section. It is the bidder's responsibility to ensure that all information in the proposal is easily readable by Garrett Trail Inc.
- 5.1.6 Proposals are to be organized in the following sequence:
  - a. Letter of Transmittal
  - b. Title Page
  - c. Table of Contents





- d. Confidentiality Statement (If necessary)
- e. Explanation of the Work to be performed
- f. Work Schedule
- g. Cost Summary Form
- h. Detailed Full-Cost Information
- i. Conditions of Offer
- j. Appendices

## 5.2 Letter of Transmittal

5.2.1 This letter should include:

- a. Name of the company submitting the proposal
- b. Statement indicating your understanding of the work to be performed
- c. An affirmation of the firm's qualifications for professionally and expertly conducting the work as understood
- d. The firm's contact person concerning the proposal and a telephone number where that person can be reached
- e. A clear statement of the firm's, and/or the principals of the firm, relationship(s) with, or knowledge of any officials or employees of Garrett Trails and the nature of this relationship or knowledge
- f. Legal structure of company; e.g. corporation, joint venture, etc.
- g. A clear statement indicating that the attached proposal constitutes a firm and binding offer by the bidder to Garrett Trails Inc. considering the terms and conditions outlined in this RFP

FAILURE TO CLEARLY STATE AND FULLY DISCLOSE ANY OF THE INFORMATION REQUIRED IN THE LETTER OF TRANSMITTAL SHALL BE GROUNDS FOR THE GARRETT TRAILS INC. TO REJECT THE BIDDER'S PROPOSAL AND WILL BE GROUNDS FOR IMMEDIATE CANCELLATION OF ANY CONTRACT ENTERED INTO BETWEEN THE ORGANIZATION AND THE FIRM WITHOUT PAYMENT OF WORK COMPLETED.

## 5.3 Title Page

5.3.1 The Title page shall contain the following:

- a. Name of this RFP
- b. Name, address, telephone number, email and facsimile number of the bidder
- c. Name and title of person authorized to commit the bidder to contractual arrangements

## 5.4 Table of Contents

5.4.1 Proposals shall contain a detailed table of contents listing major sections and subsections that correspond to the requirements of this RFP.



5.4.2 Table of contents shall also list all tables, figures, exhibits, and appendices contained in the proposal.

## 5.5 Confidentiality Statement

5.5.1 Proposals submitted in response to this RFP may contain technical, financial, or other data of which public disclosure may cause injury to the bidder's competitive position or constitute a trade secret. To protect this data from disclosure to the extent allowed by statute, bidders shall specifically identify the pages of the proposal that contain such information by properly marking the applicable pages and inserting the following notice in front of its proposal:

"The data on pages\_\_\_\_\_of this proposal stamped "confidential" contain technical or financial information which are trade secrets, and/or disclosure may cause injury to the bidder's competitive position. The bidder requests that such data be used only for the evaluation of its proposal, but understands that nondisclosure will be limited only to the extent that the Garrett Trails Inc. determines is proper under applicable laws."

5.5.2 Garrett Trails Inc., its staff, and its consultants/professional advisors assume no responsibility for disclosure or use of unmarked data for any purpose. In the event properly marked data are requested to be disclosed, the bidder will be advised of the request and may expeditiously submit to Garrett Trails Inc. a detailed statement indicating the reasons it has for believing the information is exempt from disclosure under applicable laws.

Garrett Trails Inc., its staff, and its consultants/professional advisors will exercise care in applying this confidentiality standard, but will not be held liable for any damage or injury which may result from any disclosure, accidental or otherwise, that may occur.

## 5.6 Profile of Firm

5.6.1 Location of the firm's office and that of all sub consultants providing the proposed services.

5.6.2 Organization chart for firm, including all sub consultants.

5.6.3 Documentation of registration to do business in State of Maryland; or documentation of application for registration.

5.6.4 Information illustrating special experience or techniques which are directly relevant to this project, maximum of one (1) page for lead firm and one (1) page for each sub-consultant.

5.6.5 Resumes of individual consultants or employees, including sub consultants, proposed to conduct the work, and the specific duties of each consultant, employee, or sub-consultant relative to the project. Resumes should be limited to no more than two (2) pages for each individual. Pages in excess of two (2) will be discarded.



5.6.6 Demonstration that one individual on the project team is capable of sealing the final plan as a licensed landscape architect, or professional engineer registered to practice in the State of Maryland.

5.6.7 Brief reference list of other organizations served by the firm and sub-consultants for similar projects, include telephone numbers and names of contact persons.

## **5.7 Explanation of Methods and Approach for Work to be Performed**

5.7.1 The proposal must include a detailed description of the procedures and methods the bidder proposes to use to complete the work requested by Garrett Trails Inc. in this RFP. This is important because the methods and procedures proposed will receive consideration in evaluating your proposal. Examples of similar work may be included.

5.7.2 Under each major work element (i.e. public participation, implementation plan) the bidder shall explain how they envision carrying out the tasks.

## **5.8 Work Schedule**

5.8.1 A project work schedule should be provided that includes time frames for the completion of each major work element, target dates for public meetings, and dates for completion of draft and final documents.

The contract period shall begin with the date of initiation of service on February 1, 2019 and continue through May 31, 2019 (120 days) unless earlier completion of the plan or the contract is terminated earlier.

## **5.9 Cost**

5.9.1 Full cost information should be provided that shows the minimum number of hours to be provided by each person assigned to the proposed work by the firm's organizational levels.

5.9.2 The proposed hourly rate for billing shall be included for each person.

5.9.3 The hours of work and cost shall be itemized for each major work element of the proposal.

5.9.4 An itemized estimate of reimbursable expenses must be included.

5.9.5 The total amount of maximum payment must be stated.

5.9.6 The cost shall be based on the hours of work provided and "out-of-pocket expenses" and shall not exceed the maximum cost proposed.



5.9.7 Your method of billing must be indicated. The preferred practice of Garrett Trails Inc. is to pay for this type of consulting service upon completion of the work and receipt of the required report; however, the organization will consider paying on a periodic basis as substantial portions of the work are performed, but no more than one time per month.

5.9.8 Regardless of the billing method used, ten (10%) percent of the total contract price will be withheld until the MHAA, ARC, and Garrett Trails Inc. approve the final product.

5.9.9 A cost summary form shall be completed and submitted.

## **SECTION 6: EVALUATION CRITERIA**

### **6.1 Evaluation Criteria**

6.1.1 Bid proposals shall first be examined for completeness in meeting the terms and conditions of this RFP. Bids that are determined to meet said requirements will be given further consideration.

6.1.2 All proposals will be evaluated based on the technical and professional expertise and the experience of the firm, the proposed method and the procedures for completion of the work, cost of the proposal, and the distribution of work elements among the project team members. The apparent ability of the firm to be independent and objective in performing the requested work will also be considered.

6.1.3 Bid proposals will be evaluated on the technical and professional expertise and experience of the firm based upon the qualifications submitted in accordance with Sections 4.6 and 4.7 of this RFP.

6.1.4 The methods and procedures proposed to be utilized to conduct the work requested as they relate to thoroughness and objectiveness will be considered in evaluating proposals. This includes evaluation of the soundness of the approach relative to the techniques for collecting and analyzing data, public participation, sequence and relationship of major steps, and methods for managing the work to ensure timely and orderly completion.

6.1.5 The cost will be weighed in relation to the other proposals received and shall be evaluated relative to the number of hours of professional consulting services to be received by Garrett Trails Inc. and the overall level of expertise of the specific bidder's personnel proposed to do the work for the organization.

6.1.6 Information derived from reference checks and reviews of other documents completed by the consultant will be considered in the evaluation.

6.1.7 All or a short list of bidders submitting proposals may be invited to attend a screening interview and to provide an oral presentation explaining their proposal.



6.1.8 All analyses undertaken by or on behalf of Garrett Trails Inc. in connection with this procurement shall be so undertaken and made pursuant to the exercise by the organization of its sole and absolute discretion.

6.1.9 Garrett Trails Inc. shall retain all evaluation data as confidential information. The organization will not honor any request for information relative to the evaluated data or procedures for the same.

## **SECTION 7: SELECTION AND CONTRACT NEGOTIATIONS**

### **7.1 Selection**

7.1.1 Once Garrett Trails Inc. has reviewed all proposals; selection of the successful bidder will be made.

7.1.2 A written notice from the Garrett Trails Inc. will be sent to the successful bidder notifying him/her/it that they have been selected for contract negotiation.

7.1.3 Unsuccessful bidders will also be notified in writing.

### **7.2 Contract Negotiations**

7.2.1 In negotiation of the contract, the successful bidder shall have the following obligations:

- a. negotiate the contract in good faith
- b. provide in a timely manner all clarifications and/or additional information requested by Garrett Trails Inc. during negotiations
- c. supply the Garrett Trails Inc. any required current insurance certificates as may be required by the contract

7.2.2 In negotiation of the contract, Garrett Trails Inc. may require the bidder to certify the following:

- a. nondiscrimination and equal employment opportunity
- b. affirmative action
- c. non-segregated facilities

7.2.3 If contract negotiations are not proceeding in a manner that is satisfactory to Garrett Trails Inc., the organization may end negotiations and initiate negotiations with other bidders or reject all remaining proposals at its discretion.

### **7.3 Draft Contract**

7.3.1 If a contract is awarded resulting from this RFP, the successful bidder would be expected to enter into an agreement with a format utilized by Garrett Trails Inc. If the bidder feels an alternative agreement is more suitable, it may be submitted as part of the bidder's proposal for consideration; however, Garrett Trails Inc. reserves the right to enter into the



enclosed agreement with the successful bidder or to negotiate the exact terms and conditions of a professional services contract.

### SAMPLE CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Garrett Trails Inc., Garrett County, Maryland ("Garrett Trails Incorporated") and \_\_\_\_\_ ("Consulting Firm").

WHEREAS, Garrett Trails Inc. desires to have certain one-time professional consulting work performed involving certain professional services (consulting work) relating to the preparation of a feasibility study on a former rail line and other property throughout Garrett County, Maryland and neighboring trail systems.

WHEREAS, Garrett Trails Inc. desires to enter into a contract for this work pursuant to a Request for Proposals ("RFP") issued by Garrett Trails Inc.

WHEREAS, the Consulting Firm desires to perform the work in accordance with the proposal it submitted in response to the RFP;

WHEREAS, the Consulting Firm is equipped and staffed to perform the work;

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

#### THE CONSULTING FIRM WILL:

1. Provide professional consulting services in accordance with the RFP, its proposal in response to the RFP, and the Nondiscrimination/Sexual Harassment Clause, which is attached hereto and incorporated herein as Appendix A. **Garrett Trails Inc. may add other appendices as appropriate.**
2. Obtain approval from Garrett Trails Inc. of any changes to the staffing stated in its proposal. However, approval will not be denied if the staff replacement is determined by the organization to be of equal ability or experience to the predecessor.

#### THE Garrett Trails Inc. WILL:

1. Compensate the Consulting Firm based on the actual hours worked and actual reimbursable expenses for a total amount not to exceed \$\_\_\_\_\_.
2. Provide the Consulting Firm with reasonable access to Garrett Trails Inc. personnel, facilities, and information necessary to properly perform the work required under this Contract.
3. Except as provided in item 4 below, make payment to the Consulting Firm within 30 days after receipt of a properly prepared invoice for work satisfactorily performed. [Revise this provision to reflect actual payment arrangement agreed to.]



4. Make final payment of 10% of the funds available to the Consulting Firm under this Contract within 30 days after final product approval by the MHAA, ARC, and Garrett Trails Inc.

IT IS FURTHER AGREED THAT:

1. All copyright interests in work created under this Contract are solely and exclusively the property of Garrett Trails Inc. The work shall be considered work made for hire under copyright law; alternatively, if the work cannot be considered work made for hire, the Consulting Firm agrees to assign and, upon the creation of the work, expressly and automatically assigns, all copyright interests in the work to Garrett Trails Inc.

2. In the performance of services under this Contract, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.

In witness thereof, the parties hereto have executed this Contract on the day and date set forth above.

WITNESS:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

FOR THE GARRETT TRAILS INC.:

\_\_\_\_\_

TITLE: \_\_\_\_\_

FOR THE CONSULTING FIRM:

\_\_\_\_\_

TITLE: \_\_\_\_\_

**APPENDIX A NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

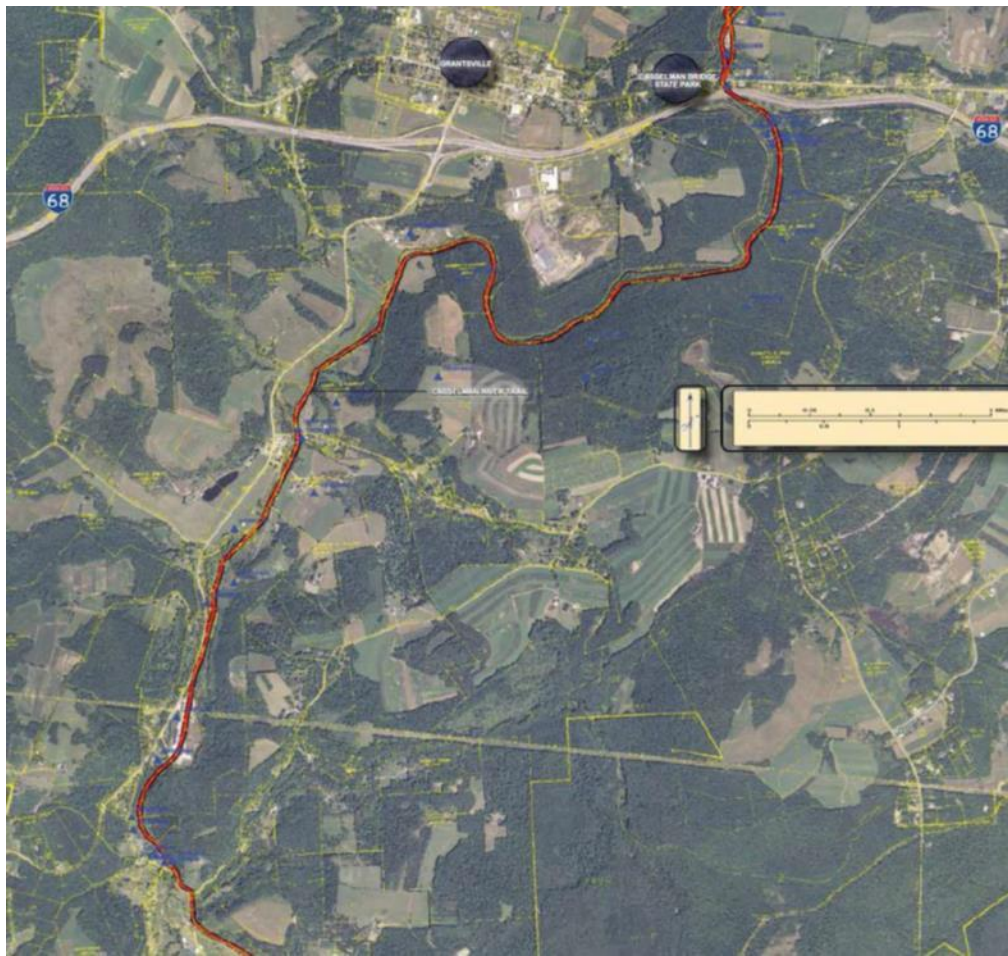
During the term of this GRANT AGREEMENT, the GRANTEE agrees as follows:

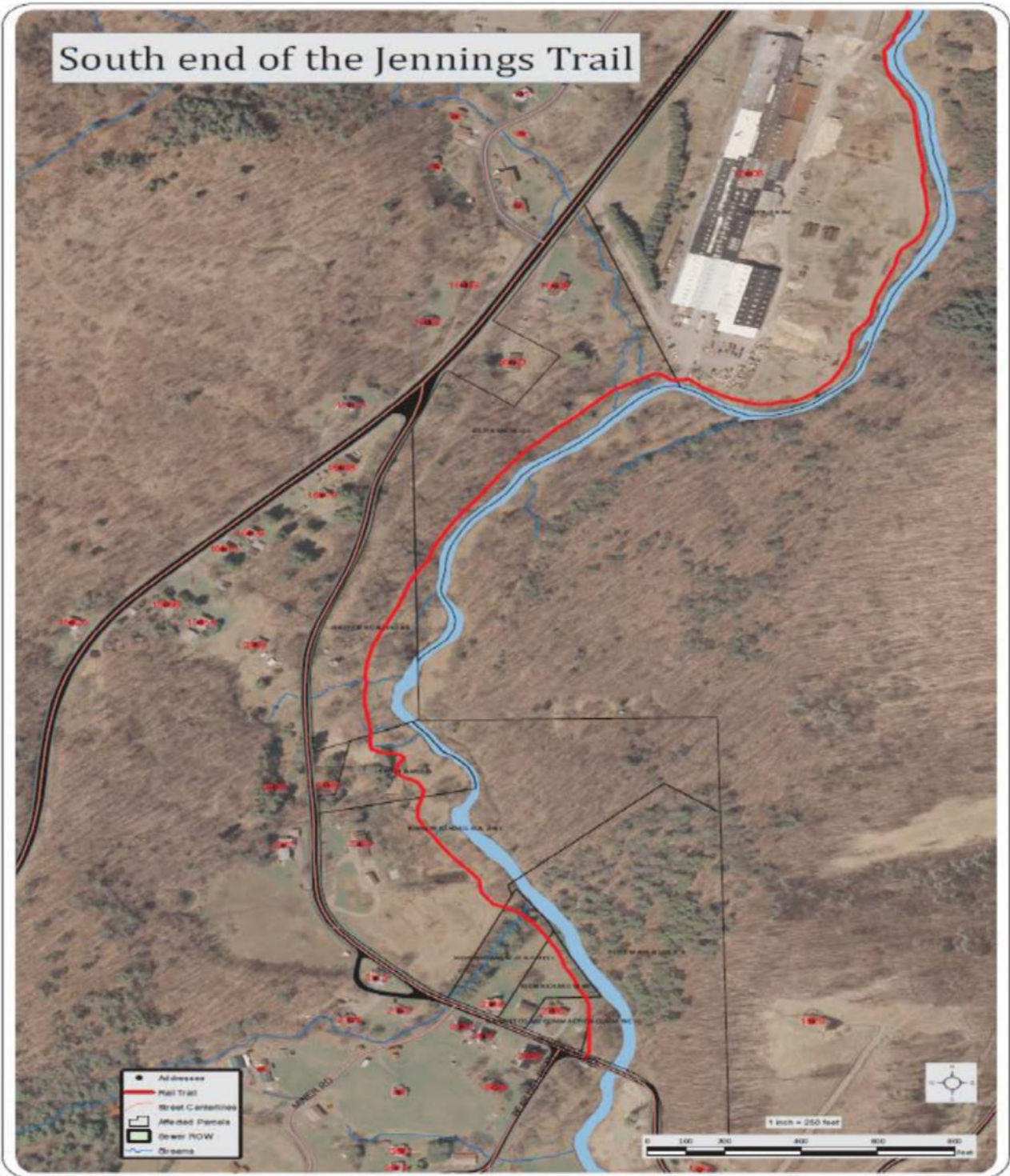


1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the GRANT AGREEMENT or any subcontract, the GRANTEE, subcontractor, or any person acting on behalf of the GRANTEE or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen who is qualified and available to perform the work to which the employment relates.
2. Neither the GRANTEE nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the GRANT AGREEMENT on account of gender, race, creed, or color.
3. The GRANTEE and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The GRANTEE shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the GRANT AGREEMENT relates.
5. The GRANTEE and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the DEPARTMENT for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the GRANTEE or any subcontractor does not possess documents or records reflecting the necessary information requested, the GRANTEE or subcontractor shall furnish such information on reporting forms supplied by the DEPARTMENT or DGS.
6. The DEPARTMENT shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
7. The DEPARTMENT may cancel or terminate the GRANT AGREEMENT and all money due or to become due under the GRANT AGREEMENT may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the DEPARTMENT may proceed with debarment or suspension and may place the GRANTEE in the Contractor Responsibility File.

## **APPENDIX B. MAPPING (DRAFT AREA ALIGNMENT MAPS)**







## Insurance Requirements

**General Liability Insurance:** Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations and, if necessary, **Commercial Umbrella Insurance.**

### Minimum Limits

\$1,000,000	Each Occurrence
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal Injury and Advertising Injury
\$2,000,000	Annual Aggregate
\$1,000,000	Fire Damage
\$5,000	Medical Expense Each Person
\$100,000	Medical Expense Each Occurrence

**Automobile Liability Insurance:** Coverage sufficient to cover owned, hired and non-owned coverage, including bodily injury, per person and occurrence and property damage per occurrence.\*

### Minimum Limits

\$1,000,000	Combined Single Limit
-------------	-----------------------

*\*Required for all contracts EXCEPT architectural design, review and/or engineering services and planning, research and/or policy projects.*

**Statutory Workers Compensation and Employer's Liability Insurance:** Workers Compensation Coverage shall meet statutory limits as required by the State of Maryland or other applicable laws and Employers' Liability Insurance as follows.\*

### Minimum Limits

\$500,000	Each accident for bodily injury by accident
\$500,000	Policy limit for bodily injury by disease and
\$500,000	Each employee for bodily injury by disease

*\*Workers' Compensation and Employer's Liability Insurance is required for all contracts who has employees or subcontractors.*

**Professional Liability Insurance:** Coverage for errors, omissions, and negligent acts per claim and aggregate, with one year discovery period.\*

### Minimum Limits

\$1,000,000	Each Occurrence
\$5,000	Deductible

*\*Required for all Professional Service Contracts ONLY including but not limited to architectural design, review and/or engineering services.*

**Pollution Liability Insurance:** Coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions.\*

### Minimum Limits

\$1,000,000	Each Occurrence
\$1,000,000	Aggregate

*\*Required for contracts with remedial hazardous material operations.*

**Builders Risk Insurance:** Coverage equal to the full value of project•

*\*Required for all property construction projects*

**Pollution Liability Insurance:** Coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions.\*

**Minimum Limits**

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

*\*Required jr1r contracts 1dth remedial hazardous material operations.*

**Builders Risk Insurance:** Coverage equal to the full value of project\*

*\*Required for all property construction projects*

