RESILIENCE
AUTHORITY
Annapolis and Anne Arundel County

Request for Proposals

Main Street/West Street Corridor Electric Streetcar Feasibility Study

Released February 11, 2026 ~ Proposals Due ~~March 31, 2026~~ May 29, 2026

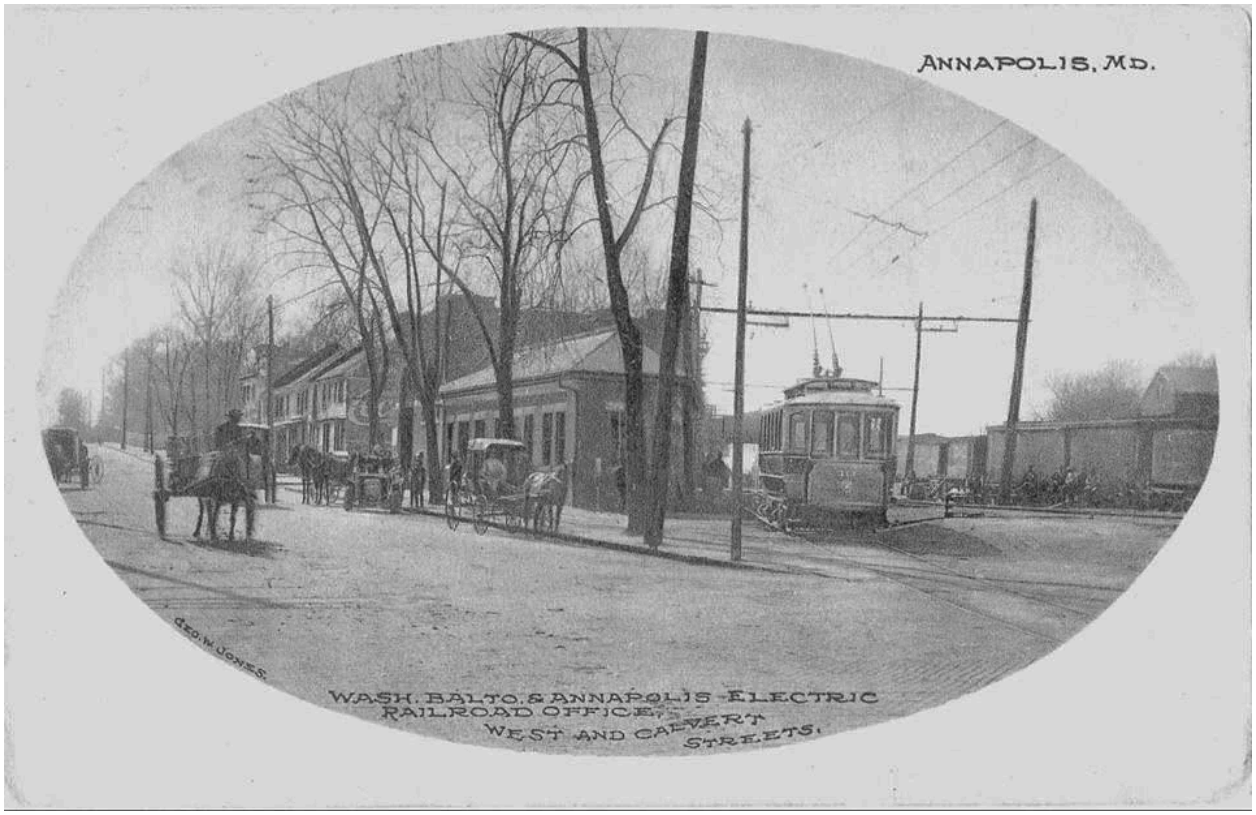

Photo Credit: Annapolis Railroad History
(https://images.squarespace-cdn.com/content/v1/5a0f606949fc2b0aece0afc3/1517193476126-XF3DP62KRCZ82XM1OZ4N/Washington-Baltimore-and-Annapolis-Railroad-West-Street-Station-33322.jpg?format=2500w)

IN PARTNERSHIP WITH THE CITY OF ANNAPOLIS, ANNE ARUNDEL COUNTY, AND THE DENKER FOUNDATION,
THE RESILIENCE AUTHORITY OF ANNAPOLIS AND ANNE ARUNDEL COUNTY REQUESTS PROPOSALS FOR A FEASIBILITY STUDY FOR AN ELECTRIC STREETCAR SYSTEM IN THE MAIN STREET/WEST STREET CORRIDOR IN ANNAPOLIS, MARYLAND.

PROPOSALS DUE by 5:00 PM (EST) ~~MARCH 31, 2026~~ MAY 29, 2026

ORGANIZATIONAL INFORMATION:

Name: The Resilience Authority of Annapolis and Anne Arundel County, Inc.
Address: 44 Calvert Street, Annapolis, Maryland 21401
Contact Person(s): Kristina Alexander, Director of Operations
Phone: (410) 222-1442 **Email**: exalex23@aacounty.org

1. Introduction:

1.1. Statement of Purpose:

1.1.1. The Resilience Authority of Annapolis and Anne Arundel County (Resilience Authority) invites proposals from experienced firms for a feasibility study to install an electric streetcar system for the Main Street/West Street Corridor with a preference for a fixed rail historic replica system. This initiative aims to expand mass transit in the region, facilitate equitable and restorative transit-oriented redevelopment, including affordable housing, foster economic growth and tourism, and provide connectivity within Annapolis, Anne Arundel County, and the surrounding region. An overarching goal is to provide a clean transportation choice and viable alternative to automobile travel that mitigates the impacts of climate change by reducing greenhouse gas emissions.

1.1.2. The study shall also include an alternatives analysis of alternative modes of transportation in the Main Street/West Street Corridor (e.g., pedestrian and bike trails, Bus Rapid Transit).

1.1.3. This project will require demonstrated expertise in planning, engineering, project implementation, economic analysis, environmental review, data collection and analysis, stakeholder engagement, and other necessary tasks associated with developing a feasibility study for a streetcar system powered by battery systems and possibly catenary systems on West Street with a preference for a fixed rail historic system.

1.1.4. Organizations are advised that the Resilience Authority will not pay for any information or administrative costs incurred in response to this RFP. All costs associated with responding to this RFP will be solely at the organization's expense.

1.2. Background:

1.2.1. Annapolis has a historic legacy of streetcar service that once connected downtown along West Street and Main Street. The system was an important part of the City's transportation network and community identity in the early 20th century. This feasibility study seeks to explore whether a modern electric streetcar, inspired by that historic legacy, could once again serve as both a functional mobility option, an economic development tool, and a resilient cultural asset for the City.

1.2.2. In July 2021, Anne Arundel County and Annapolis, MD passed legislation to establish the Country's first multi-jurisdictional climate resilience financing authority. The Resilience Authority of Annapolis and Anne Arundel County will finance projects that support resilience efforts within the County and the City. The Authority's investments and activities will support those projects that directly mitigate climate threats.

1.2.3. In 2009, the City of Annapolis commissioned a major study to analyze mass transit in the Annapolis area and recommend improvements. That study, the *2009 West Street Transit Study*, was performed by Kittelson & Associates and The Faux Group, in partnership with the Maryland Transportation Authority, Maryland State Highway Administration, Annapolis Transit and Anne Arundel County. It identified the Main-West St. corridor, from City Dock to Parole, as the primary thoroughfare and best candidate for high-quality transit development. Most of the study is devoted to comparing bus service improvements to a streetcar system for that route. While acknowledging the advantages of streetcars, the study concluded that, based on the housing unit density, Annapolis lacked the density and ridership to justify the cost of rail in 2009, but recommended that streetcars be reconsidered in the future. The study recommended that the project stakeholders should develop a detailed plan to make permanent investments in West Street transit, informed by the mode-specific decisions coming from the *Outer West*

Street Plan and the *Transit Feasibility Assessment & Investment Strategy*, and any Parole plan updates refining the scale of development and supporting transportation system. Study authors specifically recommended assessing an upgrade of the West Street route to fixed-rail.

1.2.4. In addition to addressing local mobility needs, the study should consider the potential for an electric fixed-rail streetcar system in Annapolis to serve as a future connection point within Maryland's broader transit network. While the immediate focus is on feasibility within the City, long-term opportunities for integration with regional systems—such as the Washington Metro, MARC, Baltimore Light Rail, and potential regional ferry service—are important to explore. Positioning Annapolis as a node within the state's transportation framework could enhance ridership potential, strengthen funding opportunities, and ensure the system contributes to a more interconnected regional transit landscape.

1.2.5. The focus area of the study should begin in downtown Annapolis in the City Dock area, traversing Main Street and West Street and examine potential termination points and the establishment of an operations and maintenance facility near Park Place (approximately 1 mile) or continuing up West Street with termination at the Parole Transit Center (approximately 3 miles) where a transportation hub is planned. The focus area traverses the Annapolis Historic District, the Annapolis Arts & Entertainment District, and numerous diverse established neighborhoods. Annapolis is experiencing shifting development patterns that may influence the feasibility of an electric streetcar system. Main and West Street are marked by stretches of retail, restaurants, professional offices, and residential areas, including some affordable housing. The Parole area is designated for increased density and mixed-use growth, positioning it as a potential anchor for future ridership and transit-oriented redevelopment. In addition, the City is exploring restorative redevelopment opportunities in historically disinvested neighborhoods, such as the Old Fourth Ward, with a focus on equitable outcomes. These redevelopment efforts are expected to include the addition of new housing units—particularly more affordable housing. Aligning transit feasibility with land use, density, and equitable housing strategies will be critical to ensuring that an electric streetcar system supports both mobility and community resilience.

1.2.6. This feasibility study is being undertaken within the broader context of Annapolis' and Anne Arundel County's resilience goals. As the City and County face challenges from climate change, sea level rise, and infrastructure vulnerability, transportation planning must be aligned with long-term resilience strategies. An electric streetcar system has the potential to contribute to these goals by reducing dependence on single-occupancy

vehicles, supporting compact and transit-oriented redevelopment, and providing a reliable, low-emission mobility option. The study should therefore evaluate the system's role in advancing resilience—considering lifecycle environmental impacts, electrification options (including non-catenary systems where required), and strategies to ensure operational and financial sustainability under future climate and economic conditions.

2. Project Overview:

2.1. Project Goals :

2.1.1. **Enhance Public Transit Options**: Evaluate and recommend viable transit solutions that are clean, quiet, reliable, and appealing, as well as improve connectivity and accessibility for residents and visitors within the Main Street/West Street Corridor and potentially serve as a trigger for development of a greater regional system.

2.1.2. **Support Economic Development**: Identify transportation options that encourage economic growth and development, particularly of low to moderate income housing in underdeveloped or underserved areas. Assess potential for increased commercial activities and property values along the transit corridor.

2.1.3. **Restorative Redevelopment**: Enable Restorative redevelopment of historically marginalized communities (such as the Old Fourth Ward), redevelopment of under-utilized property in the vicinity of the corridor into a mixed use transportation center, and revitalization/transformation of the West Street corridor to include more housing choices.

2.1.4. **Improve Multi-Modal Connectivity**: Develop strategies for integrating a streetcar system with existing transit services, including the planned Parole Transit Center, pedestrian pathways, and active transportation such as bicycle and sidewalk infrastructure, creating a seamless transit network. Provide transportation choice along the corridor by transforming the street into a multi-modal complete street with bike lanes, fixed rail, improved sidewalks, and car lanes.

2.1.5. **Maximize Ridership**: Assess potential for maximizing ridership on fixed rail and non-automobile mobility options and optimize transit efficiency along this route by developing ways to achieve behavior change and generate needed ridership, outlining necessary components for reliability and dependability to ensure efficient and sustainable operations.

2.1.6. **Sustain Environmental and Community Goals**: Align the project with local and regional environmental goals, contributing to reduced traffic congestion and lower vehicle emissions. Incorporate sustainable and resilient design practices in transit infrastructure development.

2.1.7. **Engage Stakeholders**: Gather input from community leaders, local businesses, and other stakeholders in the planning and decision-making processes.

2.1.8. **Assess Financial Feasibility and Identify Funding**: Prepare detailed financial models and identify potential funding sources, including federal, state, local, and private funds, as well as redevelopment-driven mechanisms such as Tax Increment Financing (TIFs) and community benefit agreements. The analysis should evaluate whether anticipated zoning changes and redevelopment density are sufficient to generate the incremental tax base needed to support implementation of a project of this scale (e.g., an electric streetcar system).

2.1.9. **Integrate Complete Streets Improvements**: In conjunction with evaluating fixed rail feasibility, assess opportunities to reconstruct the roadway as a Complete Street. This should include consideration of enhanced sidewalks, bicycle and active mobility facilities, traffic calming or road diet strategies, and other multimodal improvements to maximize community benefit during implementation of the project.

2.1.10. **Assessment of Single-Track System**: Given the limited right-of-way along portions of the corridor and the need to minimize traffic impacts, the study should evaluate a single-track system with strategically placed sidings and stations. The analysis should consider operational feasibility, safety, and cost implications of this approach, as well as potential impacts on roadway function and adjacent land uses.

2.1.11. **Evaluate Propulsion and Power Options**: The feasibility study shall assess both catenary (overhead wire) and non-catenary (battery or other on-board electric) propulsion systems. Due to legal restrictions, overhead wires are not permitted along Main Street; therefore, the analysis must determine the feasibility of a non-catenary system for this segment. Conversely, catenary systems may be considered along other corridors, such as Outer West Street, where overhead wires are permissible. The study should compare operational, financial, and maintenance implications of each option.

2.1.12. **Identify Operations and Maintenance Requirements**: As part of the feasibility study, evaluate potential locations for a streetcar operations and maintenance facility,

considering land availability, zoning, access, and compatibility with surrounding uses. The analysis should also project ongoing operations and maintenance costs, and assess strategies to ensure long-term financial and environmental sustainability. This should include consideration of funding mechanisms, energy efficiency, workforce needs, and opportunities to integrate the facility into broader community or redevelopment plans.

2.1.13. **Develop a Comprehensive Implementation Strategy**: Create a detailed roadmap for project implementation, including phased construction, timelines, and regulatory processes.

2.1.14. **Enhance Quality of Life**: Propose transit improvements that contribute positively to the community's quality of life by providing reliable, clean, quiet, appealing, convenient, and safe transportation options.

2.1.15. **Conduct and Alternatives Analysis**: As part of the feasibility study, the consultant shall conduct a high-level screening of alternative transit modes (e.g., pedestrian and bike trails such as the West East Express Trail, Electric BRT) to demonstrate due diligence and provide a comparative baseline. This screening should be limited to identifying key differences in cost, ROW requirements, ridership potential, and ability to meet Annapolis and Anne Arundel County's resilience, redevelopment, and historic preservation goals. The primary focus of the study shall remain on evaluating the feasibility of an electric streetcar system, preferably fixed-rail and historic in nature.

2.2. Scope of Work:

2.2.1. Project Background and Setting:

2.2.1.1. Evaluate historical context and current transit environment

2.2.1.2. Identify economic, demographic, and geographic project settings

2.2.1.3. Inventory current transportation projects and initiatives, both within the City and and the broader region.

2.2.1.4. Assess redevelopment and land use trends, including increased density in Parole, potential redevelopment of under-utilized property for transit operations, and restorative redevelopment opportunities in and around the Old Fourth Ward, with attention to affordable housing production and equity outcomes

2.2.1.5. Assess demographic patterns along the corridor using Census data to illustrate the potential market for the service.

2.2.1.6. Prepare base maps and street sections with relevant existing conditions data to communicate the existing context and for use in applying recommendations from subsequent tasks.

2.2.2. Technology and Alignment Screening:

2.2.2.1. Review existing transit options and service overlaps

2.2.2.2. Provide screening-level acknowledgment of other modes (e.g., pedestrian, bike, BRT)

2.2.2.3. Evaluate fixed-rail streetcar technology, alignments, and vehicles

2.2.2.4. Assess availability and suitability of replica streetcar vehicles (historic-style), including domestic and international suppliers

2.2.2.5. Assess single-track feasibility with sidings/stations

2.2.2.6. Analyze propulsion options (catenary and non-catenary)

2.2.2.7. Identify Complete Streets integration opportunities

2.2.2.8. Gather relevant precedents from comparable cities.

2.2.3. Feasibility Study Components:

2.2.3.1. Infrastructure assessment and necessary improvements

2.2.3.2. Ridership projection and revenue evaluation

2.2.3.3. Analysis of the economic benefits of development along the alignment and affordability benefits

2.2.3.4. Identify potential streetcar operations and maintenance facility sites

2.2.3.5. Project long-term O&M costs and sustainability strategies, including a cost/benefit analysis

2.2.3.6. Evaluate lifecycle environmental impacts and resilience benefits

2.2.3.7. Identify **major risks and barriers** (political, financial, technical, community opposition) and propose mitigation strategies

2.2.3.8. System integration analysis and operational plan development including recommendations for connecting to the planned Anne Arundel County transit center in Parole.

2.2.3.9. Road safety and traffic impact study with proposed mitigation strategies

2.2.3.10. Active transportation interfaces and accessibility analysis

2.2.3.11. Assess potential utility conflicts and barriers

2.2.3.12. Identify opportunities to repurpose buried or legacy rail infrastructure

2.2.3.13. Evaluate operational implications of replica streetcar vehicles (capacity, maintenance, ADA compliance, lifecycle costs)

2.2.3.14. Prepare conceptual plans and street sections to illustrate integration of the new service and application of complete street improvements.

2.2.4. Funding and Implementation Strategy:

- 2.2.4.1. Develop funding strategies, identifying potential local, state, and federal sources
- 2.2.4.2. Outline necessary regulatory and policy changes, including zoning changes
- 2.2.4.3. Evaluate redevelopment-driven funding mechanisms (e.g., TIFs, community benefit agreements)
- 2.2.4.4. Assess redevelopment density and housing growth (including affordable and market rate housing) as a funding base
- 2.2.4.5. Propose phasing and implementation strategies
- 2.2.4.6. Consider long-term regional connectivity opportunities
- 2.2.4.7. Provide an implementation roadmap outlining recommended next steps if the project advances, including sequencing of environmental review, funding applications, governance setup, and preliminary engineering

2.2.5. Stakeholder Engagement and Reporting:

- 2.2.5.1. Use phased engagement: early outreach exploratory, deeper engagement if feasibility is positive
- 2.2.5.2. Conduct one or more focus group with stakeholders
- 2.2.5.3. Develop a public outreach strategy
- 2.2.5.4. Provide project updates, reports, and final feasibility study documentation
- 2.2.5.5. Develop framework for ridership promotion and behavior change, including potential branding, themed streetcars, and outreach campaigns to generate excitement and long-term adoption

2.2.6. Governance and Oversight Options

- 2.2.6.1. Evaluate potential management structures (e.g., City-run, nonprofit, public-private partnership, authority, or hybrid model)
- 2.2.6.2. Assess long-term oversight, accountability, and financial sustainability under each option
- 2.2.6.3. Recommend governance approaches that align with resilience, redevelopment, and community goals
- 2.2.6.4. Coordinate with the Annapolis Historic Preservation Commission on any oversight requirements and/or approvals necessary to implement the project

2.3. Timeline:

2.3.1. The project is targeted for completion by December 2026. Proposals should include timelines that align with project goals and demonstrate prospective firm's capacity to meet deadlines.

3. <u>Deliverables</u> - The consultant shall provide the following deliverables to the Resilience Authority

3.1. **Project management plan and schedule -** outlining tasks, milestones, and reporting cadence

3.2. **Utility conflict inventory and mitigation framework -** identifying major utility barriers and strategies for coordination

3.3. **Vehicle technology and procurement options memo -** evaluating replica streetcar vehicle availability, procurement pathways, and operational implications

3.4. **Infrastructure and Alignment Assessment Report** – documenting ROW constraints, buried rail reuse opportunities, and required improvements

3.5. **Ridership and revenue forecast report -** including projections, sensitivity testing, and revenue evaluation

3.6. **Operations and maintenance cost model -** lifecycle costs, staffing needs, and facility requirements

3.7. **Funding and implementation strategy report -** identifying local, state, federal, and redevelopment-driven funding mechanisms, with phasing recommendations

3.8. **Governance and oversight options memo -** comparing nonprofit, authority, and government-run models for long-term management

3.9. **Conceptual Plan and Conceptual Street Section Exhibits -** showing recommended alignment

3.10. **Draft feasibility study report -** comprehensive synthesis of all analyses, for City, County, and stakeholder review

3.11. **Final feasibility study report and executive summary -** incorporating feedback, suitable for public release and funding applications

3.12. **Public outreach framework and ridership promotion toolkit**

4. <u>Considerations and Cancellations</u>:

4.1. The Resilience Authority reserves the right to accept or reject proposals based on the assessments of materials submitted and how best they meet the ranking criteria as listed below in the request for proposals (RFP).

4.2. The Resilience Authority reserves the right to select the best and most responsive firm based on similar project experience and budget. Selection of the best qualified firm does not imply or guarantee that any contract will be awarded.

4.3. The Resilience Authority also reserves the right to re-advertise this RFP if proposals submitted do not meet the criteria for the project scope.

4.4. The Resilience Authority is an equal opportunity employer. As such, its programs, activities, and employment opportunities are available to all people regardless of race, color, religion, sex, age, disability, national origin or political affiliation.

INSTRUCTIONS FOR SUBMITTING THE PROPOSALS FOR THE MAIN STREET/WEST STREET CORRIDOR ELECTRIC STREETCAR FEASIBILITY STUDY

Proposal Requirements

1. **GENERAL:** This Request for Proposals (RFP) invites qualified contractors to submit qualifications, experience and a priced proposal for the specific services described in this RFP. Identify the general experience and qualifications of the firm in conducting similar transportation feasibility studies.

2. **PREPARATION OF THE RFP RESPONSE:** The preparation of the RFP Response shall be at the expense of the prospective consultant. It is the sole responsibility of the prospective consultants to fully examine the RFP criteria and referenced documents. Questions shall be addressed to Kristina Alexander via email to resilienceauthority@aacounty.org. All such questions will be responded to in the form of written addenda to the RFP and these addenda will be electronically available to all parties.

3. **RFP RESPONSE FORMAT:** Proposals should be prepared simply, providing a straightforward description of the prospective consultants ability, experience and qualifications to conduct the feasibility study. Emphasis should be on completeness and clarity for contents. The Resilience Authority assumes no responsibility and no liability for costs incurred relevant to the preparation and submission of the RFP by prospective consultants, or any other costs prior to issuance of a contract. The Resilience Authority may reject any RFP Responses that do not meet these requirements.

4. **RFP RESPONSE CONTENTS:** The prospective contractor's RFP Response shall contain the following information under the indicated headings:

   4.1. *Letter of Transmittal:* The prospective contractor's response shall include a letter of transmittal not to exceed one (1) page, signed by an individual(s) authorized to represent the prospective firm contractually. The transmittal letter shall include the name, title, address, telephone number and email of one or more individuals who can respond to requests for additional information and of one or more individuals who are authorized to negotiate and execute a contract on the prospective firm's behalf, if applicable.

   4.2. *Scope of Work:* Should be no more than ten (10) pages in length. The proposal must describe the prospective contractor's general understanding of the project Scope of Work and the key issues associated with performing the required consulting services in the specific disciplines involved.

Please provide a detailed description of the approach to the project Scope of Work, including key tasks.

4.3. *Budget and Schedule:* Provide a project schedule and costs per activity in the formats provided in Attachment A.

4.4. *Qualifications, Recent Projects and References:* Please provide a detailed description of the history, experience and qualifications (include the relevant technical and functional expertise and experience) of the individual/firm and any proposed subcontractors to perform the Scope of Work. Proposals should indicate general and specific qualifications of the prospective firm in planning, engineering, project implementation, environmental review, disciplines appropriate to this project, and specifically convey the role of the prospective firm in each case cited. An emphasis and priority in evaluation will be placed on firms with qualifications and experience that have resulted in successful implementation (engineering, construction, and operations) of comparable systems. A brief narrative (three pages maximum) may also be included regarding the firm's capabilities to carry out the Scope of Work, including special assets, areas of expertise, analytical tools, and data sources, etc. to which the firm may have access. Please provide:

4.4.1. Resumes of all principals assigned to the project;
4.4.2. A brief description of 3-5 similar projects;
4.4.3. Proof of Insurance. Insurance must cover the project and all parties related to the project.

4.5. *Ability to Perform:*

4.5.1. Provide a description of how your firm will strive to maintain positive working relationships with the relevant agencies associated with this project.
4.5.2. Describe any experience your firm has working with local regulatory bodies / agencies relevant to this project.
4.5.3. Provide the total number of personnel in your firm that have transportation consulting services experience in the transit industry.
4.5.4. Explain how your firm can assist, if necessary, in managing community relationships and public communications.
4.5.5. A list of references, with contact information of the agencies/community.

5. SELECTION PROCESS: The contractor selected will enter into a contract with the Resilience Authority for the completion of all work necessary to meet the requirements outlined in the Scope of Work. The selection of the firm will be based upon the professional qualifications, past performance records in similar projects, the content of the proposal and consideration of the Project Team's overall needs in terms of the project as

well as the ability to provide deliverables within the deadline required by the contract and the ability to work with the Project Team and permitting agencies. Respondents are reminded that it shall be the responsibility of the prospective firm to be current with any professional registration or certification as required by Maryland law and that only firms able to provide the services in the State of Maryland are eligible for selection.

6. **SUBMISSION OF RFP RESPONSES:** Please provide one PDF electronic version of your RFP response by 5 pm EST on ~~March 31, 2026~~ MAY 29, 2026. Please email the electronic version to resilienceauthority@aacounty.org. The submitted proposals shall be concise, not to exceed the pages limits stated herein, 8.5' X 11" format.

7. **PROJECTED SCHEDULE OF EVENTS**

Event and Action	**To Be Completed By**
Request for Proposal Released	February 11, 2026
Deadline for submitting questions	March 6, 2026
Proposal Due Date	~~March 31, 2026~~ May 29, 2026
Bid Selection (tentative)	~~April 17, 2026~~ June 17, 2026
Contract Executed	~~May 22, 2026~~ July 22, 2026

ATTACHMENT A:
SCHEDULE OF THE MAJOR ACTIVITIES AND BUDGET FORMAT

Activity Description	Associated Deliverables	Responsible Parties	Completion Month and Year

Category	Est. Cost	Total
Activity 1	$0.00	$0.00
Activity 2	$0.00	$0.00
Activity 3	$0.00	$0.00
Other	$0.00	$0.00
Total	$0.00	$0.00

####

ATTACHMENT B:
SERVICE AGREEMENT TEMPLATE

Any modifications to the terms included in this Service Agreement Template must be included in a redline version accompanying the Application.

THE RESILIENCE AUTHORITY OF ANNAPOLIS AND ANNE ARUNDEL COUNTY
SERVICE CONTRACT
REV. 11/25

(I.D. No.: ___RA_____)

THIS AGREEMENT, made this ____ day of _____, 20___, by and between THE RESILIENCE AUTHORITY OF ANNAPOLIS AND ANNE ARUNDEL COUNTY, INC., (the "Authority") and _____(the "Contractor").

WHEREAS, the Authority is desirous of having the Contractor perform certain work, as herein provided; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Authority and the Contractor agree as follows:

1. Services. The Contractor shall perform certain services related to [**brief description**] ("Services"). The specific tasks, deliverables, and requirements for the Services are set forth in Exhibit A (Scope of Work), which is attached and incorporated into this Agreement. The Contractor shall perform the Services in accordance with Exhibit A and the other terms of this Agreement.

2. Work Product and Reports.

a. As part of the Services, the Contractor shall furnish reports to the Authority from time to time as requested and in the form and manner as may be requested by the Authority.

b. All reports, documents, data, drawings, specifications, deliverables, and other materials prepared by the Contractor in performing the Services (collectively, the "Work Product") shall be the property of the Authority. The Contractor shall not use the Work Product for any purpose other than performing the Services without the written consent of the Authority.

c. The Contractor retains ownership of its standard instruments of service, designs, methodologies, software tools, and other pre-existing or proprietary materials used in performing the Services, but grants to the Authority a perpetual, irrevocable, royalty-free, non-exclusive license to use, reproduce, distribute, display, and create derivative works from such materials to the extent they are incorporated into the Work Product.

3. Time for Performance.

a. Commencement; Standard of Performance. Upon execution of this Agreement by both Parties, the Authority authorizes the Contractor to proceed with the Services. The Contractor shall perform the Services diligently, in a timely manner, and in accordance with the schedule, milestones, and requirements set forth in EXHIBIT A.

b. The parties acknowledge that certain aspects of the Services may depend on information, approvals, or actions of third parties who are not retained or controlled by either the Contractor or the Authority. Accordingly, the time for performance will be extended as reasonably necessary to accommodate delays attributable to such third parties or to *force majeure* events. No extension shall apply to delays that are within the control of either party to this Agreement or of any third parties for whom either party is responsible.

c. Optional Additional Services (Design, Construction, or Monitoring). If Exhibit A includes or the Authority later elects to add design, construction-related, or monitoring services, the parties may amend this Agreement to specify the scope, schedule, and compensation for such services. Such services shall not be deemed included in the Services unless expressly set forth in an executed amendment.

d. Completion of Services. The Services shall be deemed complete when the Contractor has finished the tasks and delivered the deliverables identified in **Exhibit A**, and such deliverables have been accepted by the Authority in writing.

4. Payment. The Authority shall pay up to _____ Dollars ($___.00) for the Services to be performed in accordance with the Scope of Work. Such funds are to be used solely and exclusively for tasks performed and materials required in accordance with this Agreement. Such funds shall be expended in accordance with the budget that is attached hereto as EXHIBIT B, which is expressly incorporated into and made a part of this Agreement. All invoices submitted in accordance with this provision are to be paid in full within 30 days of receipt, except in the event that the Authority, through no fault on its part, has not received reimbursement from a prior invoice from the Funder(s) for this Agreement within 30 days of submitting the reimbursement request. In such case, payment shall not be due until seven (7) days after the Authority actually receives payment on the prior reimbursement from the Funder(s). The Authority will notify the Contractor within seven (7) business days of receipt of an invoice if payment will be delayed. If the invoice includes any reimbursable expenses, all documentation of the expenses shall be included with the invoice. Invoices shall be sent no more frequently than monthly to:

Kristina Alexander, Director of Operations
The Resilience Authority of Annapolis and AACO

exalex23@aacounty.org
Arundel Center, Anne Arundel County
44 Calvert Street
Annapolis, Maryland 21401

5. Independent Contractor Status. In the performance of this Agreement, the Contractor, including its employees, agents, and subcontractors, shall act solely as an independent contractor, and nothing contained in or implied by this Agreement shall be construed at any time to create any other relationship between the Authority and the Contractor, including employer and employee, partnership, principal and agent, or joint venturer. In its capacity as an independent contractor, Contractor agrees and represents: Contractor has the right to perform services for others during the term of this Agreement; Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed; neither Contractor nor Contractor's employees or personnel shall receive any training from the Authority in the professional skills necessary to perform the services required by this Agreement; and neither the Contractor nor Contractor's employees or personnel shall be required by the Authority to devote full-time to the performance of the Services required by this Agreement.

6. Assignment or Substitution. The Authority and the Contractor bind themselves, their partners, successors, assignees, and legal representatives to this Agreement. Neither the Authority nor the Contractor shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other. In the event that death or other cause necessitates substitution by the Authority of another party in place of the Contractor to complete services under this Agreement, the Authority shall determine the division of the fee between such substitute party and the Contractor based on which party actually performed the work.

7. Business Licenses, Permits, and Certificates. The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

8. Federal and State Taxes. The Authority shall not be responsible for: withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Authority's payments to the Contractor; making federal or state unemployment compensation contributions on the Contractor's behalf; or the payment of any taxes incurred related to or while performing the Services under this Agreement, including any applicable income taxes and, if the Contractor is not a corporation, any applicable self-employment taxes. Upon demand, the Contractor shall provide the Authority with proof that such payments have been made.

9. Benefits of Contractor's Employees. The Contractor understands and agrees that it is solely responsible and liable for any benefits provided to its employees including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

10. Unemployment Compensation. The Contractor shall be solely responsible for any unemployment compensation payments on behalf of its employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

11. Workers' Compensation. The Contractor shall be responsible for providing all workers' compensation insurance on behalf of its employees. If the Contractor hires employees to perform any Services under this Agreement, the Contractor agrees to provide workers' compensation coverage to the extent required by law. Upon request by the Authority, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Services.

12. Liability Insurance. The Contractor agrees to purchase and maintain during the term of this Agreement comprehensive general liability insurance, comprehensive automobile liability insurance and such other insurance as required by the Authority at levels and for the duration identified in EXHIBIT C hereto, and to provide the Authority with certificates of insurance evidencing the required coverages. All policies shall evidence insurance written by carriers authorized to conduct business in the State of Maryland and rated at least "A" in A.M. Bests Key Rating Guide. The Contractor shall provide the Authority with at least 30 days written notice of any cancellation or intent not to renew or any material change in coverages.

13. Indemnification.

a. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Authority and its officers, employees, board members, and representatives from and against any and all third-party claims, damages, losses, liabilities, and reasonable costs (including reasonable attorneys' fees) to the extent caused by the negligent acts or omissions of the Contractor, its employees, agents, or subcontractors in the performance of the Services. The Contractor's duty to defend arises upon the assertion of a claim alleging negligence of the Contractor.

b. Survival.

This Section 13 shall survive termination or expiration of this Agreement.

14. Termination of Agreement. The Authority may terminate this Agreement at any time, with or without cause.

a. The Contractor shall be provided 30 days notice of any termination not for cause and shall only perform such work during the 30 day notice period that is authorized in writing by the Authority.

b. The Contractor shall be provided 7 days' notice of any termination for cause, which shall include the Contractor's failure to substantially perform in accordance with the terms of this Agreement through no fault of the Authority. During the 7-day period, the Contractor shall only perform such work as is authorized in writing by the Authority.

c. This Agreement may be terminated by the Authority upon at least 7 days' notice to the Contractor in the event that: (1) the Services are permanently abandoned by the Authority; (2) continued performance of Services is deemed by the Authority, in its sole discretion, not to be in the best interests of the Authority; or (3) funds are no longer available for the Services being performed or to be performed under this Agreement.

d. In the event that this Agreement is terminated in accordance with this Agreement, the Contractor shall be compensated for all Services properly performed to the termination date, together with reimbursable expenses then due.

15. Confidentiality. The Authority and the Contractor acknowledge that it will be necessary for the parties to disclose certain confidential and proprietary information to each other in order for the Contractor to perform their duties under this Agreement. The parties acknowledge that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the disclosing party. Accordingly, the parties will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information without the disclosing party's prior written permission except to the extent necessary to perform the Services.

"Proprietary or confidential information" includes, but is not limited to:

a. the written, printed, graphic, or electronically recorded materials furnished by either party for the other party's use;

b. any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that the parties make reasonable efforts to maintain the secrecy of, business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and

c. information belonging to customers and suppliers of either party about whom the other party gained knowledge because of the Contractor's services to the Authority.

The parties acknowledge that any breach or threatened breach of confidentiality of this Agreement will result in irreparable harm for which damages would be an inadequate remedy. Therefore, the parties shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the party's rights and remedies otherwise available at law.

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

16. No Partnership. This Agreement does not create a partnership relationship between the Authority and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on Authority's behalf or represent the Authority in any manner.

17. Governing Law. This Agreement shall be governed under the laws in the State of Maryland.

18. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

19. Breach Waiver. Any waiver by the Authority of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

20. Non-Discrimination. The Contractor shall not discriminate against any person in any of its activities with regard to membership policies, employment practices, or in the provision of services on the basis of race, color, national origin, religion, ancestry, sex, age, or disability, consistent with the Civil Rights Act of 1964, as amended, and with other applicable federal laws, executive orders, and regulations as they may be amended, rescinded, or

superseded from time to time. The Contractor shall further comply with any applicable State or local nondiscrimination laws or policies that provide additional protections, provided such requirements are not inconsistent with federal law. As a condition of entering into this Agreement, Contractor also represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under State Finance and Procurement Article, Title 19, Annotated Code of Maryland. As part of this compliance, Grantee may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Grantee retaliate against any person for reporting instances of such discrimination. Grantee shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Grantee understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Grantee from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

21. Incorporation of Grant Agreement Requirements. The parties acknowledge that the Services provided under this Agreement may be funded in whole or in part by one or more grant awards made to the Authority (each a "Grant Agreement" and collectively, the "Grant Agreements"). Copies of any applicable Grant Agreements will be attached hereto collectively as Exhibit D and are incorporated by reference. The Contractor shall comply, and shall cause its subcontractors to comply, with all applicable terms, conditions, and requirements of each Grant Agreement, including but not limited to those relating to performance, reporting, recordkeeping, nondiscrimination, audits, inspections, procurement, and any other obligations identified therein. The Contractor shall include in all subcontracts provisions sufficient to bind subcontractors to the applicable requirements of the Grant Agreements. In the event of any inconsistency among the Grant Agreements, or between this Agreement and any Grant Agreement, the Authority will provide the Contractor with written direction identifying which requirement(s) shall control for purposes of the Services. The Contractor shall be entitled to rely upon and shall comply with such written direction, which shall be binding on the parties.

22. Incorporation of RFP and Proposal; Order of Precedence.

a. RFP Incorporated. The Services were procured under the Authority's Request for Proposals identified as [Project Title], released on [Date] (the "RFP"). A complete copy of the RFP, including all mandatory requirements, but excluding attachments, is attached as Exhibit E and is incorporated herein. The RFP establishes procurement conditions and any mandatory terms applicable to the Agreement.

b. Contractor's Proposal Incorporated in a Limited Manner. The Contractor's proposal submitted in response to the RFP, dated [date], is attached as Exhibit F and is incorporated only for the purpose of describing the Contractor's approach, methodology, staffing, and representations during the procurement process. If any term or description in Exhibit F conflicts with Exhibit A (Scope of Work), Exhibit A shall govern.

c. Order of Precedence. In the event of any conflict among the documents comprising this Agreement, the following order applies:

1. Applicable Grant Agreements (Exhibit D), including written direction issued under Section 21;
2. This Agreement (exclusive of exhibits);
3. Exhibit A (Scope of Work);
4. Exhibit E (RFP), but only with respect to mandatory requirements;
5. Other exhibits (excluding Exhibit F);
6. Exhibit F (Contractor's Proposal), incorporated only as provided in Section 22.b.

23. Authority of Signatories. Each individual executing this Agreement on behalf of an entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of such entity and that this Agreement is a legal, valid, and binding obligation of that entity, enforceable in accordance with its terms.

24. Entire Agreement. This Agreement, along with any exhibits, attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Authority and Contractor. If any term of this Agreement conflicts with any term of any exhibit to this Agreement, then the term of the exhibit shall control.

WITNESS	THE RESILIENCE AUTHORITY OF ANNAPOLIS AND ANNE ARUNDEL COUNTY
By:_____(Signature)	By:_____(Signature)
Date:_____	Date:_____
Print Name: Kristina Alexander	Print Name: Matthew Fleming
Title: Director of Operations	Title: Director

WITNESS

By:_____(Signature)
Date:_____

Print Name:
Title:

CONTRACTOR

By:_____(Signature)
Date:_____

Print Name:
Title:

Approved for legal sufficiency this ___day of _____, 20___.

_____(Signature)
By: Jennifer Wazenski
Watershed Legal Counsel
Attorney for Resilience Authority of
Annapolis and Anne Arundel County

EXHIBIT C

Insurance and Bonding Requirements

Pursuant to Section 12 of the Agreement, the Contractor shall maintain insurance coverage and provide bonds as set forth below. All policies shall be issued by insurers lawfully authorized to do business in the State of Maryland and shall comply with the requirements of the Agreement.

Coverage Type	Minimum Limits	Duration / Notes
Commercial General Liability (CGL)	$[*] per occurrence / $[*] aggregate	Coverage to include bodily injury, property damage, products/completed operations, contractual liability. Authority and County to be named additional insureds.
Automobile Liability	$[_____] combined single limit	Applies to owned, hired, and non-owned vehicles.
Workers' Compensation	Statutory (Maryland law)	To remain in force for all employees engaged in the Work.
Employers' Liability	$[*] each accident / $[*] disease policy limit / $[_____] disease each employee	
Professional Liability / Errors & Omissions	$[*] per claim / $[*] aggregate	Required for design/engineering services. Maintain for [__] years after completion or provide extended reporting coverage.
Pollution Liability	$[*] per claim / $[*] aggregate	Required if Work includes site disturbance, hazardous materials, or fuel/battery handling.
Excess / Umbrella Liability	$[*] per occurrence / $[*] aggregate	Must follow form over CGL, Auto, and Employers' Liability.
Cyber Security/Data Breach	$[] per occurrence / $[] aggregate	Required when a third party will be using, storing or accessing private, confidential or protected information. Maintain for [__] years after completion or provide extended reporting coverage.
Builder's Risk / Installation Floater	Replacement cost of Work	Required for construction phase; to include Authority and County as loss payees.
Performance Bond	100% of Contract Price (if required)	To guarantee faithful performance of the Work.
Payment Bond	100% of Contract Price (if required)	To guarantee payment to subcontractors and suppliers.

Notes:
Insert "N/A" where coverage is not applicable for the Project.
Limits may be satisfied through a combination of primary and excess coverage.

Contractor shall provide certificates of insurance and bond forms acceptable to the Authority prior to commencing Work.

TIERED INSURANCE REQUIREMENTS TABLE

(Tiered Requirements by Contract Value)

Contract Value Range	**CGL (Per Occurrence / Aggregate)**	**Auto Liability**	**WC / Employers' Liability**	**Professional Liability**	**Umbrella / Excess**
≤ $50,000	$500K / $1M	$500K CSL	Statutory / $500K	$250K / $500K	Not required
$50K – $100K	$1M / $2M	$1M CSL	Statutory / $1M	$500K / $1M	Not required
$100K – $500K	$1M / $2M	$1M CSL	Statutory / $1M	$1M / $1M	Consider $1M excess if high visibility
$500K – $1M	$1M / $2M	$1M CSL	Statutory / $1M	$1M / $2M	$1–2M
> $1M – $5M	$2M / $4M	$1M–$2 M	Statutory / $1M	$2M / $4M	$5M excess
> $5M	$5M / $10M	$2M+	Statutory / $2M	$5M / $10M	$10M+ excess zone