

September 15, 2026

RFP 26-4972 – REAL TIME FLOOD FORECASTING SOFTWARE SOLUTION

ADDENDUM #2
(Acknowledgment is Required)

The Respondent shall acknowledge its review and receipt of this Addendum by signing below and including a signed copy of this Addendum with its bid submittal. Failure to do so could result in disqualification of the bid.

Please note that double underlined information (example) is added wording and stricken information (~~example~~) is deleted wording.

I. CLARIFICATIONS:

1. Section 1.7.7, **Cost/Fee Schedule**, of the RFP is hereby amended as follows:

1.7.7 **Cost/Fee Schedule**. The Respondent must submit all pricing information requested in SECTION 3.3, **ANNUAL RATE**, as a separate file from all non-price proposal documents. Additional paid-for system features must be described on the price list, include associated prices, and be clearly identified as optional features. All Cost/Fees submitted will be evaluated based on the terms outlined in Section 5.4, Evaluation Method and Criteria.

2. Paragraph 6 of the Sample Agreement, **OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS** is hereby amended as follows:

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, along with any associated intellectual property and rights, purchased with DISTRICT funds or developed specifically under this Agreement shall be and remain the property of the DISTRICT. This provision does not apply to proprietary software or tools that are licensed to the DISTRICT under separate terms and not developed or purchased exclusively for the DISTRICT under this Agreement. The CONSULTANT shall retain ownership and property interest in its pre-existing intellectual property and pre-existing work products, including any enhancements made to the Vendor's SaaS platform software for use by the DISTRICT.

3. Paragraph 10 of the Sample Agreement, **TERMINATION WITHOUT CAUSE**, is hereby amended as follows:

This Agreement may be terminated by the DISTRICT without cause upon ~~ten~~ 30 days written notice to the CONSULTANT. Termination is effective upon the ~~tenth~~ 30TH day as counted from the date of the written notice. In the event of termination under this paragraph, a) the CONSULTANT shall reimburse the DISTRICT for advance fees paid within 14 days of the termination of this Agreement; and b) the CONSULTANT will be entitled to compensation for all services provided up to the date of termination on a pro-rated basis and which are within the Statement of Work, are documented in the budget, and are allowed under this Agreement.

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4. Paragraph 6 of Section 1.8, **PROPOSAL OPENING**, is hereby replaced in its entirety as follows:

Microsoft Teams meeting
Join on your computer or mobile app
[Join the meeting now.](#)
Meeting ID: 273 807 755 893 981
Passcode: 3jC6hv6q
<https://bit.ly/4xiR6QI>
Dial in by phone
[+1 786-749-6127,,915822239#](#) United States, Miami
Phone conference ID: 915 822 239#

5. Paragraph 3.1, **PROJECT OBJECTIVES**, is hereby amended as follows:

The Southwest Florida Water Management District (District) is soliciting proposals from qualified software providers for a configurable Software as a Service (SaaS) based Real Time Flood Forecasting (RTFF) solution. The RTFF system will support predictive flood analysis by integrating forecasted rainfall, water level data, and current hydrologic conditions to anticipate potential flooding scenarios.

The proposed hosted system must already exist (it will not need to be built); however, it must incorporate the District's configuration requirements and use the District's existing data and watershed models to perform predictive analysis, as required by this solicitation. In other words, the proposed solution must integrate with the District's existing models.

The District currently uses and maintains licenses for StormWise, Storm Water Management Model (SWMM), and Hydrologic Engineering Center River Analysis Software (HEC RAS) for watershed modeling. The RTFF solution will be procured under a new license agreement, and the District does not intend to acquire additional watershed modeling software or convert existing watershed models into a new modeling platform as part of this procurement. Any requirement for additional modeling software licenses beyond StormWise and the RTFF solution is not desired.

Accordingly, while the RTFF solution must operate as a secure, internet based platform capable of extending and interacting with the District's existing StormWise (formerly ICPR) hydrologic and hydraulic models, the District reserves the right to reject any proposed modeling software or model conversion requirement that would impose additional licensing, platform changes, or re modeling obligations.

The solution must enable District staff to perform "what if" simulations based on changing weather inputs, operational conditions, and hydrology across the District's sixteen county service area, using the District's existing watershed models without requiring conversion to a new modeling system.

All District data, including but not limited to hydrologic, hydraulic, operational, and meteorological datasets, must be stored, hosted, transmitted, and processed exclusively within the continental United States. The Respondent's proposed solution, associated infrastructure, backup systems, and support processes must ensure full U.S. data residency throughout the term of the resulting agreement.

If the proposed solution uses AI or machine learning, it must do so transparently, with explainable outputs and clearly identified data practices.

Implementation requirements may vary based on the specific product type proposed. As such, implementation may or may not be required depending on the characteristics, capabilities, and deployment model of the proposed solution.

The awarded Respondent will be responsible for providing the following based on the nature of the proposed solution:

- Implementation and configuration services, as applicable.
- User training for District staff.
- Ongoing software technical support.

Note: Software technical support must be available, at minimum, during the District's core business hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time.

- Hosting, operation, and performance of the solution within a SaaS environment.
- Appropriate system backup and disaster recovery practices to ensure a fully resilient system.
- Included Functional and Technical Product Enhancements

Engineering services related to the development, calibration, or modification of the RTFF models themselves will be procured separately and are not part of this solicitation.

The District will assess the technical feasibility of each proposed solution and reserves the right to request additional documentation or clarification during the evaluation process.

The District does not have existing RTFF models. However, the District maintains more than 100 watershed models that respondents may use to independently run simulations and evaluate typical model performance, including run times.

6. Section 3.2.1.3, Ability to integrate data from outside sources is hereby amended as follows:

- The proposed solution must be able to integrate District gage data, United States Geological Survey (USGS) gage data, National Oceanic and Atmospheric Administration (NOAA) rainfall forecasts and NOAA coastal ocean forecasts for real-time calculations.
- The proposed solution must have an application programming interface (API) or other methodology to obtain data from other platforms
- District gage data is available 24/7 through a Kisters WISKI API.
- Gate-operation data will be provided hourly via CSV through FTP/SFTP with unique identifiers for each structure.

II. QUESTIONS AND ANSWERS:

1. **Question:** Section 9.9 requires Technical Liability (Errors & Omissions) coverage of \$2,000,000 per claim / \$2,000,000 aggregate. Would the District consider proposals from Respondents whose standard E&O coverage differs from this exact figure (e.g., is achievable through excess/umbrella coverage), or is \$2,000,000/\$2,000,000 a strict minimum with no flexibility?

Answer: Yes. Limits may be achieved through Umbrella or Excess policies.

2. **Question:** Section 18 (Attorney Fees) and Section 8 (Indemnification) of the Sample Agreement do not appear to include a limitation on the Consultant's overall liability under the Agreement. Would the District be willing to consider a liability cap — for example, an amount equal to one to two times (1–2x) the total contract value — for liability arising other than from indemnification obligations, gross negligence, or willful misconduct? If so, could the District clarify whether such a cap could be incorporated into the final negotiated agreement?

Answer: The District reserves the right to negotiate an appropriate limitation of liability provision proposed by a Respondent pursuant to section 1.7.8, Software Terms and Conditions Requirement, of the RFP, during contract negotiations, including consideration of a reasonable cap on the Consultant's liability, subject to any applicable exceptions and the final agreement of the parties.

3. **Question:** Section 10 of the Sample Agreement allows the District to terminate without cause on ten (10) days' written notice. For a SaaS-based solution with committed annual licensing and hosting costs, would the District consider a longer notice period (e.g., 30 or 60 days) to allow for orderly transition and data migration, or is the 10-day period fixed?

Answer: Yes. See Clarification 3 above.

4. **Question:** Would it be acceptable to add a termination of convenience for both parties?

Answer: No.

5. **Question:** Sections 6 and 7 of the Sample Agreement state that documents and materials "purchased with District funds or developed specifically under this Agreement" become District property, and that "no material prepared in connection with the Project will be subject to copyright by the Consultant," while also noting this does not apply to "proprietary software or tools... licensed to the District under separate terms." Could the District confirm that this exception is intended to preserve the Respondent's ownership of its core, pre-existing SaaS platform/software (as opposed to District-specific configurations, reports, or deliverables), consistent with a standard SaaS licensing model?

Answer: Yes. See Clarification 2 above.

6. **Question:** Use of existing hydrologic/hydraulic models. Section 3.1 states that the RTFF solution must "use the District's existing data and watershed models" (StormWise/ICPR4, SWMM, HEC-RAS) without requiring conversion to a new modeling platform. Could the District confirm:

- Whether the District considers its existing StormWise, SWMM, and HEC-RAS models to be fully usable "as-is" within a new RTFF platform, or whether some degree of reconfiguration, recalibration, or reformatting of these models is anticipated as part of implementation?
- Whether any new or supplementary models (e.g., for real-time data assimilation or forecast-specific computations) would be required, and if so, whether development of such models falls within or outside the scope of this RFP (noting Section 3.1's statement that "engineering services related to the development, calibration, or modification of the RTFF models themselves will be procured separately")

Answer: Some degree of reconfiguration, recalibration or reformatting of existing StormWise, SWMM and HEC-RAS models is anticipated as part of the RTFF model development.

Development of new RTFF models is outside the scope of this RFP. This RFP is only for the underlying software platform.

7. **Question:** Please clarify the District's definition of 'Implementation'. Is this referring to the post-model setup once the system is operational?

Answer: Implementation would include establishing the District's RTFF software platform as applicable. The software may already be fully implemented, and no additional services are needed. It would be independent of the specific RTFF model and that service would be covered under the RTFF model development.

8. **Question:** Does the implementation team include operation and maintenance team members after the system is operational?

Answer: No, the implementation team would not include ongoing operation and maintenance team members. Those team members would be part of the support team.

9. **Question:** Does the District require staff review and approval at each stage of implementation? The level of District staff resource needs will be dependent upon the review/approval schedule anticipated by the District.

Answer: No. The implementation referenced in the RFP is only implementation of the software platform. The implementation of the District's RTFF models is outside the scope of this RFP.

10. **Question:** How often does the District plan to update the underlying H&H model network for maintenance?

Answer: There is not a defined maintenance schedule. Significant changes in the watershed may warrant a model update.

11. **Question:** Does this exclude future paid-for system features that are not part of the functional and technical enhancements included in the original agreement?

Answer: No. See Clarification 1 above.

12. **Question:** Please confirm whether the District's real-time gage data required for RTFF computations will be available to the awarded vendor 24 hours per day, 7 days per week through an API or similar access.

Answer: See Clarification 6 above.

13. **Question:** Please confirm whether actual gate-operation data for the corresponding water-control structures will be provided to the awarded vendor at a minimum hourly cadence. Specifically, will this information be delivered through the District's API or similar integration method? If an API is not available, please specify the method that will be utilized for the gate data integration. Please confirm that each record will contain a unique identifier sufficient to associate the reported gate position with the corresponding structure and individual gate.

Answer: Yes. See Clarification 5 above.

14. **Question:** Given the rapidly evolving nature of the real-time flood prediction and decision support marketplace, and the limited number of deployments that fully reflect the District's anticipated scale and complexity, would the District consider evaluating references based on demonstrated technical capability, successful operational outcomes, and platform adaptability, rather than requiring direct experience with implementations of similar size and scope? Such an approach may help ensure

the District evaluates solutions that can continue to evolve alongside advances in forecasting, predictive analytics, and decision support technologies.

Answer: No.

15. **Question:** Would using the existing models to train a surrogate model meet the requirement to incorporate the existing StormWise, SWMM, and HEC-RAS models?

Answer: No.

16. **Question:** Would incorporating the hydrology and hydraulics of the existing models into a single flood model, using a different software meet the requirements of using the existing models? No additional modeling software licensing would be required by the District through this approach.

Answer: No.

17. **Question:** Can you provide example typical existing model simulation times for different duration rainfall events? For example, how long do the existing models take to simulate for a 3-hr, 6-hr, and 12-hr event?

Answer: Yes. See Clarification 5. The link to access the information is as follows:
<https://watermatters.sharefile.com/share/view/s8c9019e00fd243908654e733a6b2016c/fo6947e0-2ea9-43f1-85cd-326223524dd1>

III. **ATTACHMENTS:**

None:

Chamanda Burris
Senior Procurement Specialist
cc: Project Manager

ACKNOWLEDGEMENT OF ADDENDUM #1

BY: _____
DATE

(TYPE/PRINT NAME AND TITLE)

COMPANY NAME

END OF
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