

***Request for Proposals
for
Electrical Vehicle (EV) Readiness Plan***

February 10, 2023

City of Sioux Falls, South Dakota

Proposal Request No. 23-0034



PUBLISH: February 10, February 17, 2023

REQUEST NO. 23-0034

REQUEST FOR PROPOSALS

The City of Sioux Falls, SD, requests proposals for the Sioux Falls Electric Vehicle (EV) Readiness Plan.

Proposals shall be received on ground floor, City Hall, 224 W. 9th St., P.O. Box 7402, Sioux Falls, SD 57117-7402, not later than 2 p.m., March 2, 2023. **Proposals shall be publicly opened in City Hall, 1st Floor, at 3 p.m.**

The RFP is available online at <http://siouxfalls.org> or from Purchasing at the above address. Cite Bid Request No. 23-0034.

The City of Sioux Falls reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of Sioux Falls, SD.

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Request for Proposals for Sioux Falls Electric Vehicle (EV) Readiness Plan

Section 1 Introduction and Instructions

1.01 Purpose of the RFP

The City of Sioux Falls, hereafter referred to as the “City,” is soliciting proposals for professional consulting services for the evaluation of the City’s Electrical Vehicle (EV) Readiness Plan that will prepare the city and community for electric vehicle market growth and support their use as a mode of clean transportation. The City reserves the right to reject any or all proposals, waive technicalities, resolicit, or award contracts as deemed to be in the best interest of the City.

1.02 Contact Person, Telephone, Fax Number, and Email

Cherri Hanson, Purchasing Specialist, Finance Department, is the point of contact for this RFP. Unauthorized contact regarding the RFP with other City employees may result in the vendor being disqualified.

Cherri Hanson, Purchasing Specialist, Finance Department

Phone: 605-367-8868

Fax: 605-367-8016

Email: chanson@siouxfalls.org

1.03 RFP Schedule of Events

This schedule of events represents the City’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP issued: February 10, 2023.
- Deadline for questions: February 24, 2023, 2 p.m.
- Proposals due: March 2, 2023, 2 p.m.
- Review of proposals: March 15 through March 17, 2023.
- Interview: March 20 through March 24, 2023.
- Contract intent to award: April 5, 2023.
- Execute contract: April, 2023.

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Firms must submit one (1) original hard copy (marked “Original”) and one (1) thumb drive with the proposal saved as one file to the thumb drive in a sealed envelope or package.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

City of Sioux Falls Purchasing Office
Attention: Cherri Hanson
Sioux Falls Electric Vehicle Readiness Plan
RFP No. 23-0034
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

Proposals must be received by the Purchasing Office at the location specified no later than **2 p.m., Central standard time, on March 2, 2023**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Firms assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. A Firm's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05 Questions and Addenda

Questions regarding this RFP shall be submitted to Cherri Hanson, Purchasing Specialist, at chanson@siouxfalls.org. Answers to questions will be posted to the City's website. The deadline for questions is 2 p.m., Central standard time, Friday, February 24, 2023.

If deemed necessary, addenda to the RFP will be issued and will be emailed to the proposers. No addenda will be issued after 5 p.m., Monday, February 27, 2023.

Responding Firms are prohibited from communicating in any other manner about this project with any other City employee from the date of issuance of this proposal until the final selection, unless otherwise directed by the Purchasing Specialist. Other means of communications or contact may disqualify the submitting Firm.

Section 2 Objectives, Background, and Scope of Services

2.01 Objectives

A. Electric Vehicle Readiness Plan Objectives.

The primary objectives in the Electric Vehicle Readiness Plan include the ability to:

1. Address immediate needs as well as long-term planning.
2. Prepare for the growing electric vehicle market and support electrical vehicle use as a means to support cleaner air, public health, and economic growth.

3. The plan will describe the Sioux Falls metro area, status of EVs and charging infrastructure in the area, identify opportunities, and provide strategies to reduce and resolve barriers to the adoption of EVs and deployment of EV infrastructure.
4. Elements expected to be included in the plan include:
 - a. Stakeholder outreach across a variety of sectors.
 - b. Existing and expected future conditions regarding number of EVs, adoption, infrastructure, and services.
 - c. Assessment and Gap Analysis.
 - d. Recommendations.
 - e. Implementation (strategies, roles/responsibilities, timeline, and cost estimates).

2.02 Background

A. Background Information.

The City of Sioux Falls has been a leader on sustainability in the state of South Dakota for more than a decade and is currently in the process of developing its next sustainability plan that will serve as a roadmap for the community for the next five years. One focus area in the draft plan is Transportation and Land Use, which notes electric vehicles as one pathway for cleaner transportation that improves air quality and public health. Goals and actions in the draft sustainability plan support increasing clean transportation, including electric vehicles, yet this emerging transportation brings numerous questions on policies, programs, infrastructure, role of public and private sectors, and more. Concurrently, consumer interest and EV adoption across the country are increasing and projected to continue to grow, and these trends will have implications locally.

Recognizing local government plays a key role in transportation infrastructure and planning, the City is soliciting the Sioux Falls EV Readiness Plan in order for local government staff, local stakeholders, and residents to better understand emerging transportation technology and position Sioux Falls to be aligned with the growing EV market that supports clean air, a healthier community, economic development, and tourism.

The Sioux Falls EV Readiness Plan will build upon electric vehicle transportation planning and efforts occurring at the State and Federal levels. In August 2022, the State of South Dakota released the South Dakota Electric Vehicle Infrastructure Deployment Plan. This plan details how the State will use its allocation of funding (\$29 million over the next five years) from the Federal government's National Electric Vehicle Infrastructure (NEVI) Formula Program. The State plan sets forth a pathway to become "EV Corridor Ready" and focuses on interstate travel. The Sioux Falls EV Readiness Plan will be able to build upon the State's planning efforts to support EV readiness and infrastructure at the community level.

2.03 Scope of Services

A. Electric Vehicle Readiness Plan—Project Objective.

The City anticipates a project scope that includes the activities outlined below; however, applicants should detail a clear project approach that will effectively assess the needs of the City and meet the City's purpose of creating a plan, which is to prepare the City for electric vehicle use and support their use as a mode of clean transportation. Specific elements of interest are called out within the anticipated tasks below and should be addressed within the proposal. City staff will work with the successful consultant to incorporate a mutually agreeable project scope into the contract. Regular, ongoing communication with City staff will be expected throughout the project to coordinate efforts, including monthly check-in calls. City staff will be available to assist the consultant with parts of the project, including with scheduling and logistics. The consultant should also expect meetings with stakeholders and a final presentation before Sioux Falls MPO and the Sioux Falls City Council.

1. EV Readiness Plan Development

Development of a relevant, comprehensive strategic plan that addresses the immediate needs as well as long-term planning objectives for the City to prepare for the growing EV market and support EV use as a means to support cleaner air, public health, and economic growth. The plan will describe the Sioux Falls metro area, status of EVs and charging infrastructure in the area, identify opportunities, and provide strategies to reduce and resolve barriers to the adoption of EVs and deployment of EV infrastructure.

Elements expected to be included in the plan include:

- a. Stakeholder outreach across a variety of sectors.
- b. Existing and expected future conditions regarding number of EVs, adoption, infrastructure, and services.
- c. Assessment and Gap Analysis.
- d. Recommendations.
- e. Implementation (strategies, roles/responsibilities, timeline, and cost estimates).

2. Stakeholder Outreach

The consultant will conduct outreach with stakeholders to identify existing conditions as well as obstacles to, and opportunities for, increasing use of EVs and EV infrastructure. Initial stakeholder outreach may include interviews and/or meetings with City departments, transportation agencies, utilities, economic development and business stakeholders, local groups with EV interest and ownership, representatives of other stakeholder groups, and technical experts. Because Sioux Falls metro area is a regional hub for vehicular travel, it is expected the consultant will also look within Sioux Falls MPO to develop the plan. Surveys may be used to gather information from residents and businesses, if needed. To assist with this task, City staff will help identify stakeholders. The consultant should plan for two open houses on the plan to solicit input, or should propose an alternative for public outreach.

3. Assessment and Analysis

Assessment is needed to outline existing conditions; identify critical barriers and gaps, key needs, and potential programs and partnerships; and provide background for plan development. The contractor's EV expertise, including knowledge of EV infrastructure, trends, research, and local community best practices, is critical to informing this assessment.

This task shall include the review of pertinent local Sioux Falls and regional plans to provide a community context and description of how the plan aligns with, or connects to, other community goals, plans, and priorities. State plans and goals should also be incorporated.

This task shall also include evaluation of existing conditions in Sioux Falls, including the collection and assessment of existing EV data and forecasts. It shall also include identification and description of current EV charging infrastructure and services, available technologies, relevant policies and programs, and other items as applicable.

The consultant will perform needs and gaps research to identify barriers to EV usage, including barriers in the areas of policy, infrastructure, services, zoning, parking, building and development codes, permitting and inspection, procurement, training and education, coordination, funding, and other items.

The consultant shall identify opportunities to support EV usage, including partnerships, procurement, incentives, electric rate structures, non-financial public sector incentives and programs, outreach to local businesses and residents, funding, and market based and other approaches.

This task shall also include a cost-benefit discussion of EVs and EV infrastructure that includes the environmental, social, and economic costs and benefits, including greenhouse gas emissions, for Sioux Falls.

4. Equitable Access

The consultant shall assess equitable access to EV infrastructure and services. Opportunities to increase equitable access to such infrastructure and services for residents who have been traditionally underserved, such as multifamily housing residents, renters, low-income residents, and non-native English speakers, must be included in the analysis and plan.

5. Identification of Needed Infrastructure

The consultant shall develop a Sioux Falls EV charging infrastructure plan that recommends upgrades; compiles and analyzes data and opportunities for EV charging station locations based on current demand, anticipated demand growth, and existing infrastructure; distinguishes between public and private roles, opportunities, and ownership; determines appropriate equipment types for each recommended location, i.e., Level 2 and/or Level 3 (DC fast chargers); and provides cost estimates for recommended improvements. The infrastructure plan should provide analysis of the potential grid impacts of EVs, address electricity rate and payment structures, identify options needed to manage demand charge, and summarize predominant concerns and issues as well as preferred alternatives.

6. Identification of Needed Services

The consultant shall identify needed services, such as local EV sales and servicing, among other desirable services, to support EV usage and recommend methods to address, partner to provide, or incentivize solutions to ensure development of any missing key services.

7. Identification of Needed Programs and Policies

The consultant shall identify barriers to and methods of increasing EV usage by residents and in public and private fleets; identify opportunities such as smart charging, renewable energy, and battery storage to optimize grid capacity; analyze innovative charging options and their applicability in Sioux Falls; and investigate opportunities to partner with neighboring communities and regional entities to increase EV usage and opportunities.

8. Strategy and Recommendations

The consultant shall make recommendations for implementation options by key stakeholders (such as state and local government entities, public-private partnerships, private entities) and other actions to further develop readiness and support for current and future implementation. Recommendations need to advance EV usage; leverage existing plans, efforts, and data sources; and lead to increased deployment of EV infrastructure. Specific recommendations are expected in the areas of infrastructure, services, education and outreach, policies, programs (including incentives), partnerships, City leading by example, and funding guidance.

9. Funding Guidance

The consultant shall identify existing and potential funding opportunities, incentives, and rebates, including grants and funding sources for EV usage and EV Readiness Plan implementation. This may include local funds, private and public grants, and other funding mechanisms.

The consultant shall also research and recommend utility payment methods for EV customer usage of public charger ports to recover costs and generate revenue. This includes developing guidance regarding implementation of EV related codes and ordinances. The consultant shall identify cost-effective strategies for the City to support EV charging on municipal property and the public right-of-way for fleet and/or public use, analyzing factors such as ownership models, parking and charging fees, infrastructure costs, operations and maintenance costs, Low Carbon Fuel Standard credits, utility demand charges, synergies with other alternative transportation efforts, and new or complementary technologies including renewable energy systems, battery storage, and more.

10. Implementation Plan

The consultant shall develop timelines, estimated costs, and opportunities for funding, and identify roles and responsibilities for the City, stakeholders, potential partners, and the community, and metrics and/or performance targets to track performance.

11. Complete Draft of EV Readiness Plan

The consultant shall submit to City staff a complete draft of the plan, which will be a comprehensive, organized document that addresses the elements listed above. The draft plan will be presented to various City departments for comment. The consultant should also plan to solicit the public for feedback.

12. Final EV Readiness Plan

Once the draft plan has been refined based on feedback, a final version of the plan will be prepared and presented to the City of Sioux Falls City Council and the Sioux Falls MPO. Any changes directed by the City Council will be incorporated into the final plan. In addition to being substantively strong, the City expects that the final plan will be an attractive and graphically rich document. It should be visually appealing and written in a clear, accessible manner. City staff will be provided with electronic copies of the final version (both Word and PDF formats), including tables in Excel format and maps in GIS file format (as applicable).

Section 3 Proposal Format and Content

3.01 Submittal Requirements

Each submittal must contain the following information:

1. **Cover Letter.** Provide name and address of the Firm and contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the project. Indicate your acceptance of the requirements of this RFP. Provide a one-page summary of the benefits you believe the City would receive from selecting your Firm.

The cover letter **must be signed** by a duly authorized official of the Firm. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team. The Firm offer must be good for 90 days.

2. **Firm Experience Qualifications.** Provide a listing of information for each person in your Firm participating in this project. State the educational background of each individual, years of experience, length of employment with your Firm, and experience providing an Electric Vehicle Readiness Plan.
3. **Provide Answers to Questions as part of response.** Please provide separate responses to each of the following items:
 - A. Provide a description of how your Firm will achieve the Scope of Services set forth in Section 2.03 of this request.
 - B. Provide a proposed timeline your Firm would follow in completing this project.
 - C. Describe what your Firm would require of City staff to assist you in completing this project, including staff time, technical resources, documents, and data, etc.
 - D. Provide a description of proposed fees and expenses your Firm would charge to provide the services described in your response to this request. Please show an approximate breakdown of the proposed fees and expenses based on the different project elements.
4. **References.** The Firm shall provide a list with contact information of clients that have requested your services.

5. **Experiences.** The Firm shall supply any recent examples of similar services provided to governmental agencies.

Section 4

Review of Proposals and Selection of Finalists for Interviews

4.01 Selection Criteria

Upon receipt of the proposals, an evaluation team will determine the best proposal deemed most qualified based on the following criteria:

The evaluation team will rely on the qualitative information contained and presented in the proposals, the reference checks made, and the ability to work well with other project team members in making the decision to select the most qualified Firm to provide services for the City. Selection criteria will be based on:

Evaluation Criteria (100-Point Potential Score)

- Understanding of the project and ability to provide the City with an Electrical Vehicle Readiness Plan35 points
- Experience of the Firm’s project team25 points
- Timeline, references, and experience20 points
- Project cost20 points

Upon review of the proposals, the City will score the proposals and may short-list and may interview the highest ranking Firms. Upon completion of the interviews, the highest ranking Firm may be asked to enter into contract negotiations with the City of Sioux Falls. If an agreement cannot be reached with the highest ranked Firm, the City may move to the next highest ranked Firm. The same process will be repeated with the other ranked Firms if no such agreement can be reached. The City of Sioux Falls reserves the right to not select a Firm as part of this process if an agreement cannot be reached or for any other reason.

4.02 Contract Award

It is the City’s intent to enter into a contract with a Firm who best demonstrates the ability to provide an Electric Vehicle Readiness Plan. After review of the proposals, if the City decides to not enter into contract, the City will notify all Firms in writing.

4.03 Special Conditions

Excluding proprietary information, the successful Firm’s proposal and contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a “Register of Proposals for this Contract,” which shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract; however, the proposals of the submitting Firms not awarded the contract are nonpublic records and will remain confidential.

Section 5

General Proposal Information

5.01 Authorized Signature

An individual authorized to bind the Firm to the provisions of the RFP must sign all proposals.

5.02 City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

5.03 Conflict of Interest

Firms must disclose any instances where the Firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Firm's proposal. The City's determination regarding any questions of conflict of interest is final.

5.04 Firm's Certification

By signature on the proposal, the Firm certifies that it complies with:

- The laws of the state of South Dakota.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the Firm and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City).

If any Firm fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

5.05 No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your Firm from this procurement.

5.06 Indemnification

To the fullest extent permitted by law, the provider, its subcontractors, agents, servants, officers, or employees, shall indemnify and hold harmless the City of Sioux Falls, including, but not limited to, its elected and appointed officials, officers, employees, and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the

Firm's performance of the agreement or any other agreements of the Firm, entered into by reason thereof. The Firm shall indemnify and defend the City of Sioux Falls, including, but not limited to, its elected and appointed officials, officers, employees, and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the Firm, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damaged awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The Firm agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

5.07 Insurance Requirements

The Firm shall secure the insurance specified below. All insurance secured by the Firm under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this Agreement.

1. Workers' compensation insurance providing the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease—policy limits. The required limit may be met by excess liability (umbrella) coverage.
2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall by separate endorsement name the City and its representative as additional insureds. If "occurrence form" insurance is not available, "claims-made" insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement.
3. Professional liability insurance providing occurrence basis coverage for any claim arising from the errors, omissions, failure to render a service, or the negligent rendering of the service by the Firm in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. If occurrence form insurance is not available, claims-made coverage shall be maintained for two years after final completion of the services. The City does not represent that the above coverages and limits are adequate to protect the Firm and assumes no responsibility therefor.
4. Loss or breach of data liability coverage/cyber liability insurance covering third-party (including City employees) privacy liability claims resulting from theft, loss, or unauthorized display/use of confidential information, such as confidential third-party corporate and/or personally identifiable information in its care, custody, or control (electronically, on paper, or on a laptop). Such insurance must include coverage for a Firm employee causing the loss or breach. Coverage shall also be provided for liability arising from any confidential information that will be transferred or any transactions that will occur over the Internet (including breach of confidentiality or credit injury to any City customer or vendor arising out of these Internet activities). The aggregate limit shall be \$1,000,000. If coverage is written on a claims-made basis, Firm warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this agreement; and that continuous coverage will be maintained or an extended discovery period will be purchased for a period of one (1) year beginning when the services under the contract are completed. The City shall be named as an additional insured.

The Firm will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Firm agrees to hold the City harmless from any liability, including additional premium due, because of the Firm's failure to maintain the coverage limits required.

The City's approval or acceptance of certificates of insurance does not constitute the City's assumption of responsibility for the validity of any insurance policies, nor does the City represent that the above coverages are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

The Firm will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Firm agrees to hold the City harmless from any liability, including additional premiums due because of the Firm's failure to maintain the coverage limits required.

The City's approval or acceptance of certificates of insurance does not constitute the City's assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

5.08 Civil Rights

The contractor shall be subject to the provisions of Chapter 98 of the Code of Ordinances of Sioux Falls, SD. It is declared to be discrimination for the contractor because of race, color, sex, creed, religion, ancestry, national origin, or disability, to fail or refuse to hire, to discharge an employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, discharge, or any term or condition of employment.

If the contractor is guilty of discrimination, this agreement may be terminated in whole or in part by the City, and the contractor may be liable for any costs or expenses incurred by the City in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the agreement so terminated or canceled.

The contractor will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Sioux Falls Commission on Human Relations, its agents or representatives, to ascertain compliance with the above provision.

5.09 Independent Contractor

The parties agree that the contractor operates an independent business and is contracting to do work according to its own methods, without being subject to the control of the City, except as to the product or result of the work. The relationship between the City and the contractor shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the contractor is inclusive of any use, excise, income, or any other tax arising out of this agreement.

In the event funds are not budgeted or appropriated for the fiscal year for services provided by the terms of this agreement and due for the then current fiscal year, this agreement shall impose no obligation on the City as to such current year or succeeding year and shall become null and void except as to the annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the contractor, its successors or assignees, for any further payments.

5.10 Special Conditions

The City reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and contractor that, in the City's sole discretion, are in the best interests of the City.

The City reserves the right to:

- a. Amend, modify, or withdraw this RFP.
- b. Revise any requirements under this RFP.
- c. Require supplemental statements of information from any responding party.
- d. Extend the deadline for submission of responses hereto.
- e. Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
- f. Waive any nonconformity with this RFP.
- g. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
- h. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
- i. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Firm.
- j. Not award a contract as a part of, or result of, this RFP process.

The City may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.