

**EL PASO WATER
PURCHASING DEPARTMENT
1154 HAWKINS BLVD.
EL PASO, TEXAS 79925**

IT CONSULTING SERVICES

RFP74-23

ADDENDUM 1

September 14, 2023

Attention of all bidders is directed to the following addendum to this Bid Proposal:

- A. Remove and Discard the Checklist and replace with Checklist Addendum 1.**
- B. Remove and Discard the Table of Contents and replace with Table of Contents Addendum 1.**
- C. Remove and Discard Page 4 and replace with Page 4 Addendum 1.**
- D. Insert Pages 45 to 48 Mutual Non-Disclosure Agreement to this solicitation.**
- E. Response(s) to Bidder's question(s):**

QUESTION 1

Is this a single award or multiple award contract?

This is a single award contract.

QUESTION 2

Is this a deliverable based contract?

See section 4.3 Discounts and section 6.5.2 Invoices and Payments.

This is a firm-fixed-price contract (see section 3.1.3).

QUESTION 3:

Is there an incumbent on the contract? If yes, could you please let us know the incumbent name and spending done on contract so far?

There is no previous contract. This is a new RFP.

[Continued on Next Page]

QUESTION 4

Could agencies elaborate more about the Established partnerships with major software/cloud vendors?

Collaboration with Microsoft, Oracle, AWS, established business partnerships or equivalent partnerships acceptable.

QUESTION 5

We have third-party partnerships, and will these experiences be counted for this project?

Include the details of the third-party partnerships. They will be part of the evaluation.

QUESTION 6

Please clarify is subcontracting mandatory for this project?

Subcontracting is not mandatory. If you propose any subcontractors, the terms and conditions will apply to them as well and must sign the Non-Disclosure Agreement.

QUESTION 7

Could the agency provide us with the "EXCEL Bid Form Worksheet" that is mentioned in the checklist, as we are unable to locate the sheet on the given website.

The excel bid form is not part of this solicitation.

QUESTION 8

What is the total number of man hours required for this project?

Bidders will propose the number of hours or deliverable based.

QUESTION 9

What is the anticipated timeline for this project?

The contract is for a term of one year. Upon mutual agreement, the contract may be extended under the same terms and conditions for four additional one-year optional years (see section 6.4.2)

QUESTION 10

What is the total number of resources which the client is expecting to work on this project? Please let us know their position name(s)?

Bidder's will propose the necessary resources to complete the work as described in the scope of work.

Provide a list of potential employees/individuals to be assigned, their roles from previous engagements, and a brief professional biography of their relevant experience. Established partnerships with major software/cloud vendors. (See section 3.2.1)

[Continued on Next Page]

QUESTION 11

If one resource is unavailable post award, can we still go ahead with an alternate resource?

For any personnel changes, provide a list of potential employees/individuals to be assigned, their roles from previous engagements, and a brief professional biography of their relevant experience before they are engaged. Established partnerships with major software/cloud vendors. (See section 3.2.1)

QUESTION 12

Could you please share the job descriptions for each position needed to be staffed by vendors?

Please review the Specifications (Section 2.1)

QUESTION 13

Is there any budget allocated for this contract? If yes, can you please let us know the same?

The cost proposal submitted is a determining factor for the selection. Please see the Evaluation Factors (section 3.2.3).

QUESTION 14

What is the maximum budget we can propose for this project?

The cost proposal submitted is a determining factor for the selection. Please see the Evaluation Factors (section 3.2.3).

QUESTION 15

Are hourly rate(s) acceptable for proposed personnel?

The Cost Proposal is to include a firm-fixed-price (see section 3.1.3)

QUESTION 16

What is the maximum hourly rate we can propose for this project?

The cost proposal submitted is a determining factor for the selection. Please see the Evaluation Factors (section 3.2.3)

QUESTION 17

Is the work entirely onsite or can it be done remotely to some extent?

This is at the discretion of the Utility dependent on the work that is required. Hybrid, remote, and on-premises work is acceptable at the . Travel must be included in the price proposal.

[Continued on Next Page]

QUESTION 18

Will the client allow candidates to perform work 100% remotely?

Hybrid, remote, and on-premises work is acceptable at the discretion of EPWater. Include travel expenses in the proposal.

QUESTION 19

How many people are currently working onsite and offsite for this project?

This is a new RFP. There is no previous contract.

QUESTION 20

Will there be interviews post evaluation?

There will be no interviews.

QUESTION 21

If interviews are scheduled, will it be for the resource personnel only or for a team from the company including a company representative?

There will be no interviews.

QUESTION 23

Could the client tell us when the project will be awarded, when it will start, and when the interviews will take place?

The project is tentatively scheduled to be awarded in September 2023

QUESTION 24

Could the client please clarify whether the post-vendor selection interview will be conducted in person or remotely?

There will be no interviews.

QUESTION 25

If in-person interviews are scheduled, can the client allow us to participate virtually?

There will be no interviews.

QUESTION 26

Considering the current COVID-19 pandemic situation, if the proposed candidates are not available at the time of award, will the agency allow us to provide replacement personnel with similar or more skill sets?

Provide a list of potential individuals to be assigned, their roles from previous engagements, and a brief professional biography of their relevant experience. Established partnerships with major software/cloud vendors. (See section 3.2.1)

QUESTION 27

If we are shortlisted for an interview and if our proposed personnel are not available at that time, can we propose alternate resources for the interview?

There will be no interviews.

QUESTION 28

What percentage of this work would be expected to be performed on-site as opposed to remote?

Hybrid, remote, and on-premises work is acceptable at the discretion of EPWater. Include travel expenses in the proposal.

QUESTION 29

The RFP for IT Consulting mentions an Excel Bid Form Worksheet. I did not see the file in the solicitation announcement.

The excel bid form is not part of this solicitation and has been removed.

QUESTION 30

Currently, the required Excel Bid Form Worksheet does not appear to be attached to the solicitation download or available via separate download on the website. Will this be available later?

The excel bid form is not part of this solicitation and has been removed.

QUESTION 31

According to section 1.2 Proposal Format, offerors must complete the information required by section 3.2 Evaluation Criteria. In addition to the forms and documents, cost and past relationships, are the only qualifications you require the “list of potential individuals to be assigned, their roles from previous engagements, and a brief professional biography of their relevant experience. Established partnerships with major software/cloud vendors?” (1. Experience and Qualifications (maximum points - 40)) Or, will you be needing other standard qualifications that are not currently listed, such as the firm history and qualifications, references, engagement technical approach, etc.?

Yes. Section 3.2 must be complete with the proposal.

QUESTION 32

Is this a new initiative? If not, please provide the names of the current vendor(s) providing the services.

This is a new RFP. There is no previous contract.

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QUESTION 33

Can you please let us know the previous spending of this contract?

This is a new RFP. There is no previous contract.

QUESTION 34

Please confirm if we can get the proposals or pricing of the incumbent(s).

This is a new RFP. There is no previous contract.

QUESTION 35

Are there any pain points or issues with the current vendor(s)?

This is a new RFP. There is no previous contract.

QUESTION 36

Please confirm the anticipated number of awards.

The contract will be awarded to one vendor.

QUESTION 37

I cannot locate excel sheet for pricing. Please share location where I can download.

The excel bid form is not part of this solicitation and has been removed.

QUESTION 38

Are we required to register for this RFP and is there another spreadsheet that is available or only the pdf at this time?

You are not required to register for this RFP. The registration is a consent to receive email communications when new bids are published and released. The excel bid form is not part of this solicitation and has been removed.

Bidder shall acknowledge receipt of this addendum and submit this acknowledgment with their bid submittal. Failure to acknowledge addendum(s), may result in rejection of bid.



Barbara Logan
Procurement Analyst



Mirtha Solis
Senior Purchasing Agent

BIDDER'S ACKNOWLEDGEMENT OF RECEIPT

*The signature of the Procurement Analyst and Senior Purchasing Agent certifies only that this document shall become part of the Contract Documents for the referenced project and is NOT a representation that the content of this document is technically correct.

EL PASO WATER PUBLIC SERVICE BOARD (EPWater)

1154 Hawkins Blvd, El Paso, Texas 79925, 1st Floor Purchasing and Contracts
Solicitation Check List

IT Consulting Services

Bid No. RFP74-23

WE HAVE PROVIDED THIS CHECKLIST FOR YOUR CONVENIENCE

Before turning in your proposal, did you do the following?

- _____ Did you check our website, www.epwater.org, for any addenda?
(Failure to sign and include the addenda with the proposal may deem the bidder's submission non-responsive.)
- _____ Did you complete the Conflict-of-Interest Questionnaire?
- _____ Did you complete the Statement of Residency?
- _____ Did you complete the Statement of Nondivestment from Israel?
- _____ Did you complete the Non-Disclosure Agreement?
- _____ Did you REVIEW the process associated with the Texas Ethics Commission form 1295?
(Form is required and must be completed by the awardee on the Friday before Public Service Board Meeting)
- _____ Did you provide one (1) hard copy proposal signed in blue ink?
- _____ Did you electronically save your signed proposal as a PDF on a USB drive?
Please Label the USB Drive with the Bid number and Company name.
- _____ Is your bid in a sealed envelope marked with the **Bid Number** and **Company name**?
Deliver your Proposal to EPWater Purchasing Department
(See Schedule of Events).

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PART 2 – GENERAL CONDITIONS AND SPECIFICATIONS

2.1 SPECIFICATIONS

EPWater needs the following services:

1. IT/Executive alignment – An executive consultant is required to establish alignment among senior executives, the strategic plan, and IT.
2. Develop a plan and assist in implementing a Project Management Office to align IT projects with the utility's strategy and objectives through measurable results. Must include modern project management methodologies, for example, agile, scrum, etc.
3. Recommend the modernization of EPWater's IT Staffing to align with the business objectives and assist with recruitment and employee retention. Must include job titles, descriptions, and salary ranges.
4. Assess the help desk/service desk and recommend/implement modern IT service delivery methodologies and applications.
5. Review current data management policies and practices and assist with the implementation of modern enterprise-level data management systems. It may include cloud solutions.

Deliverables for each line item (not all may apply to each line item):

1. Analysis of company's IT system and infrastructure and identification of the issues, inefficiencies, weaknesses, strengths, opportunities, and security concerns. Templated or experienced-based approach with industry standards and best practices are preferred.
2. Deployment plan with milestones, deadlines, and success measures.
3. Implementation of technological/procedural/staffing solutions to meet the Utility needs.
4. Implementation guidance for affected departments, plan modifications, and hands-on training/mentoring as needed.
5. A suggested future work document. Each future work document will be developed with EPWater staff during the engagement and will be procured separately.

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PART 9 MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made as of the Effective Date between **EPWater** and **Vendor**. The parties wish to explore a business and/or technical opportunity of mutual interest (FURTHER DESCRIBE HERE) (the "**Purpose**") and in connection with this Purpose, each party (referred to as the "**Disclosing Party**") may disclose or has already disclosed to the other certain (referred to as the "**Receiving Party**") confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

1. **Definition of Confidential Information.** For purposes of this Agreement, "**Confidential Information**" means technical and non-technical information, relating to Disclosing Party, including without limitation, software which relates to equipment, related configurations, and related data, algorithms, methodology, product plans, designs, financial information, marketing plans, business opportunities, research, experimental work, specifications, personnel information, confidential information related to computer network, security or infrastructure exempt from disclosure under §552.139 of the Texas Government Code.

2. Non-Disclosure and Non-Use of Confidential Information.

a) The Receiving Party shall not, without the prior written approval of the Disclosing Party in each instance, use for its own benefit, publish or otherwise disclose to others, or permit others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information. Without limiting the generality of the foregoing, the Receiving Party shall not use the Confidential Information for any purpose other than the Purpose. To the extent allowable by law; the Receiving Party shall carefully restrict access to the Confidential Information to those of its employees who clearly need such access in order to participate on behalf of the Receiving Party in evaluating or carrying out the Purpose and all of such employees shall be bound by written confidentiality agreements containing obligations at least equivalent to those in this Agreement and that protect third party information. The Receiving Party may disclose Confidential Information if required by any judicial or governmental requirement or order; provided that the Receiving Party will give the Disclosing Party sufficient prior notice of such request for the Disclosing Party to contest such requirement or order or to obtain confidential treatment of the Confidential Information by the court or government, as applicable.

b) If a Receiving Party discovers that the Disclosing Party's Confidential Information has been used, disseminated or published in violation of this Agreement, the Receiving Party will immediately: (i) notify Disclosing Party; (ii) take all reasonable action to minimize the impact of the use, dissemination or publication; and (iii) take any necessary steps to prevent a further disclosure of any Confidential Information.

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c) If a Receiving Party is required by judicial or other governmental or regulatory requirement to disclose the Receiving Party's Confidential Information, Receiving Party will: (i) promptly notify Disclosing Party; (ii) not make the disclosure without first allowing Disclosing Party the opportunity to oppose the action at the Disclosing Party's sole expense; (iii) reasonably cooperate with Disclosing Party in opposing and limiting the scope of the disclosure; (iv) continue to protect Confidential Information not otherwise made public by the court or governmental body; and (v) be released from its obligations under this Agreement to the extent, but only to the extent, of the compelled disclosure.

d) Each Party agrees that, except as required by law, it will not disclose to any third party the fact that Confidential Information has been made available hereunder or, that discussions, talks, or negotiations are occurring between the Parties concerning a possible business relationship, without the prior written consent of the other.

e) **Subcontractors.** All responsibilities under this Agreement shall apply to the vendor's subcontractors. Vendor shall be responsible for subcontractor's compliance with the terms and conditions of this Agreement.

f) **Texas Public Information Act.**

- a. EPWater, as a component of the City of El Paso, is subject to the Texas Public Information Act, Chapter 552, Texas Government Code (the "Act"). Most information collected, assembled, or maintained by the City and/or EPWater in connection with the transaction of official business is public information subject to disclosure upon written request. The Act exempts certain categories of information from required public disclosure. The Office of the Attorney General determines whether information may be withheld, not the City or EPWater.
- b. All information provided to EPWater will be handled in accordance with the Act and the requirements of the Texas Public Information Act while in the EPWater's possession. All documents provided to EPWater should be regarded as public records and subject to disclosure; provided however, such documents will be held in confidence by EPWater as required by the Act.
- c. **PRIVATE ENTITIES ARE CAUTIONED THAT ONCE A DOCUMENT IS PROVIDED TO EPWATER, ALL INFORMATION CONTAINED THEREIN WILL BE AVAILABLE TO THE PUBLIC UNLESS THE INFORMATION IS EXCEPTED FROM THE REQUIREMENTS OF THE PUBLIC INFORMATION ACT.**
- d. Private Entities who claim that information provided to EPWater should be protected from public disclosure may be asked to support such claim if the City or EPWater

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receives an Open Records request for the information and requests a determination by the Attorney General.

3. No Modification. For the purpose of protecting trade secrets, the Receiving Party agrees that it will not modify, reverse engineer or create other works from any software programs contained in the Confidential Information or decompile or disassemble any such software programs or attempt to do any of the foregoing.

4. Ownership of Confidential Information. All Confidential Information and all intellectual property rights therein remain the property of the Disclosing Party, and no license or right to Confidential Information is granted or implied hereby, other than the limited right to use the Confidential Information for the Purpose under the terms of this Agreement. The Disclosing Party does not warrant or guarantee the accuracy or completeness of any information disclosed pursuant to this Agreement.

5. Term. The term of this Agreement shall extend from its Effective Date to the date that written notice of termination is given by the Disclosing Party or five years from the Effective Date, whichever first occurs. The Receiving Party's duty to protect the Confidential Information shall survive expiration or termination of this Agreement for a period of 20 years.

6. Injunctive Relief. In the event a disclosure or misappropriation of any of the Confidential Information, in violation of this Agreement, may occur; the parties agrees that, to the extent allowable by law, the Disclosing Party shall have the right to apply to a court of competent jurisdiction for equitable relief restraining any such further disclosure or misappropriation, such right of the Disclosing Party may be in addition to the remedies otherwise available to the Disclosing Party at law or in equity.

7. Return of Confidential Information. The Receiving Party shall immediately return to the Disclosing Party, or certify in writing to the Disclosing Party that it has destroyed, all tangible Confidential Information of the Disclosing Party and any and all records, notes and other written, printed, magnetic or other tangible materials pertaining to such Confidential Information upon receipt of a written request from the Disclosing Party and in any event promptly after expiration or other termination of this Agreement. Notwithstanding the foregoing, the Receiving Party may retain one copy of any of Disclosing Party's Confidential Information to comply with Receiving Party's legal or regulatory requirements.

8. Binding on Successors. Except as otherwise provided herein, this Agreement and the Receiving Party's obligations hereunder shall be binding upon the representatives, assigns and successors of the Receiving Party and shall inure to the benefit of the assigns and successors of the Disclosing Party. The Receiving Party shall not transfer the Confidential Information, or any rights or

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obligations hereunder, to any third party without the prior written consent of the Disclosing Party, which may be granted or withheld in the Disclosing Party's sole and absolute discretion.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the laws of the State of Texas without reference to its conflicts of laws provisions. Venue shall be in the courts of El Paso County, Texas.

10. Attorneys' Fees. In any action or proceeding to enforce or interpret any part of this Agreement and to the extent allowable by law, the prevailing party shall be entitled to recover its reasonable attorneys' fees (including fees on any appeal).

11. Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes any and all prior or contemporaneous agreements, representations, and promises, written or oral, between the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except in a writing signed by both of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Vendor/Contractor Name

E-mail Address

Name, Authorized Representative/Designee

Telephone Number

Title

Signature

Date