

REQUEST FOR PROPOSALS

CISCO PBX PHONE SYSTEM TO MICROSOFT TEAMS PHONE SOLUTION MIGRATION PROJECT

District's Primary Point of Contact for this RFP:	Kris Duffe Procurement Specialist duffek@cleanwaterservices.org
Issue Date:	July 17, 2026
Pre-Proposal Conference:	Thursday, July 30, 2026 @ 10:00 a.m. (Pacific Time)(Held over Microsoft Teams; see section 1.6 below)
Deadline for Questions and Protest of Specifications:	No later than 2:00 PM (Pacific): Monday, July 27, 2026
Proposal Due Date and Time:	No later than 2:00 PM (Pacific): Monday, August 17, 2026
Proposal Submission:	Submit proposals electronically on the Equity Hub's Bid Locker, Clean Water Services' e-procurement site, at https://bidlocker.us/details/5851_Rfp_Cisco_Pbx_Phone_System_To_Microsoft_Teams Neither hard copy proposals nor late proposals will be accepted.
Contract Start Date:	October 21, 2026 (tentative)

Request for Proposals ("RFP") Availability:

This RFP is available electronically at the following:

https://bidlocker.us/details/5851_Rfp_Cisco_Pbx_Phone_System_To_Microsoft_Teams. You will need to set up your profile by going to <https://bidlocker.us/Home/bidlocker.us>. Registration is free, and vendors do not need to pay for a subscription to access Clean Water Services' RFPs and other contracting opportunities.

**CLEAN WATER SERVICES
REQUEST FOR PROPOSALS
CISCO PBX PHONE SYSTEM TO MICROSOFT TEAMS PHONE SOLUTION
MIGRATION PROJECT**

TABLE OF CONTENTS

1 INTRODUCTION	3
2 STATEMENT OF WORK	5
3 PROPOSAL FORMAT, CONTENT, AND SUBMISSION	11
4 METHOD OF EVALUATION	15
5 SOLICITATION TERMS AND CONDITIONS	18
6 PROTEST OF SOLICITATION OR AWARD	21
7 CONTRACT TERMS AND CONDITIONS	22
ATTACHMENTS	
A. Attachment A: District's Contract Form	
B. Attachment B: Certifications and Representations Form	
C. Attachment C: Cost Proposal Form (Fillable PDF posted on Bid Locker)	

1. Introduction

Through this Request for Proposals (this “RFP”), Clean Water Services (“The District” or “CWS”) seeks to enter into a contract with a qualified firm that can demonstrate competency and experience in performing a migration from Cisco Call Manager 14.5 to Microsoft Teams phone.

1.1 Contract Term

The contract term will be up to three (3) years with two optional one-year renewals. The District intends to award a single contract as a result of this RFP.

1.2 Estimated Spend

The District expects to spend approximately \$100,000 to \$150,000 annually for subscription and maintenance services and a one-time fee of approximately \$50,000 to \$100,000 in implementation services and training.

1.3 Background

1.3.1 About the Clean Water Services

Everything we do at Clean Water Services aims to protect public health, while enhancing the natural environment of the Tualatin River Watershed.

In conjunction with 12 partner cities, the District, a county service district, provides sewer and surface water management to over 600,000 people in the urban areas of the Tualatin River Watershed (PDF), which closely follows the urban growth boundary.

1.3.2 Project/Contract Background

The District is seeking a qualified vendor to work with its Digital Solutions staff to implement a Microsoft Teams Phone solution as a replacement for its current Cisco Call Manager 14.5, Cisco Unity Voicemail, and Cisco IM and presence via Jabber solution. The proposed solution must be capable of handling the District’s incoming and outgoing phone calls, voicemail, call announcement /voice messages, and all other communication needs. All key features need to be native to the identified solution environments.

Vendors must demonstrate expertise in gathering information, designing, sourcing equipment, implementing, and supporting a reliable Microsoft Teams Phone solution, while maintaining the highest security and resiliency requirements possible.

1.4 Respectful Workplace

Vendor will foster a professional, respectful, and safe work environment free from discrimination, harassment, bullying, and unsafe conduct. This includes workplace practices that support employee well-being, belonging and retention,

and that ensure workers and the public are treated with dignity and respect in the workplace and on the work site.

1.5 RFP Questions, Clarifications, and Changes

Any Proposer requesting clarification of any information provided in this RFP must submit their questions or comments by email to the Contact shown on page 1 of this document. The deadline for submitting such questions is also shown on page 1 of this document.

If the District determines that additional information or clarification to the RFP is necessary, or if changes are made to the RFP, such information will be supplied in addenda, posted as specified on page 1 of this RFP. Addenda shall have the same binding effect as though contained in this RFP. The District shall issue all addenda at least five (5) calendar days prior to the proposal due date.

A voluntary pre-proposal meeting for this RFP will be held at the date and time listed on page 1. The meeting will be held over Microsoft Teams. See log-in instructions below.

1.6 Pre-Proposal Meeting

A voluntary pre-proposal meeting for this RFP will be held at the date and time listed on page 1. The meeting will be held over Microsoft Teams. See log-in instructions below.

Join on your computer or mobile device:

[Join the meeting now](#)

Meeting ID: 277 528 701 319 713

Passcode: 4bcQCe

Dial in by phone

[+1 503-388-9893,,243745114#](#) United States,

Los Angeles [Find a local number](#)

Phone conference ID: 243 745 114#

This RFP, the Project, and the District's procurement and contracting process will be explained at the meeting. Attendees will also be given the opportunity to ask questions to help clarify the District's expectations of the Project.

Verbal comments or responses given by District staff are not binding and will not serve to modify any portion of this RFP unless later confirmed by a written addendum to this RFP. The District may request that particularly detailed or technical questions, or those that require additional consideration and research, be submitted in writing (see Section 1.5). Proposers are responsible

for all costs associated with attending this meeting.

2. Statement of Work

2.1 Overview/Project Goals

The District is seeking a vendor that has experience migrating from a traditional PBX phone/voice system to a Microsoft Teams Phone environment. The District is currently utilizing Teams for collaboration, online meetings and in conference rooms throughout the District. The selected vendor will need to evaluate the current environment and propose a solution that best meets the District's needs, ensuring that best practices are followed and that security, reliability, and resiliency are factored into the provided solution.

2.1.1 Project Goals

1. Replace Cisco Call Manager 14.5 phone system with a Microsoft Teams calling and cloud-based system providing dial tone.
2. Migrate existing voicemail and replace Cisco Unity Voicemail system to Microsoft Teams Phone and Voicemail.
3. Migrate existing phone numbers and CTI Route Point installations into Microsoft Teams
4. Provide backup calling and voicemail access methods should cloud services or internet become unavailable
 - a. For emergency purposes, provide the ability to forward calls to external numbers, with the option to initiate forwarding at the central office.
5. Ensure calls are always routed to the correct department or service 24/7
6. Provide recommendations and implement tools (e.g., hunt groups and ACD), call attendants, and calling trees to meet customer needs
7. Offer detailed performance metrics and reporting tools to monitor system usage and performance
 - a. Ensure that phone call history, day and time of call, call duration, and voicemail can be always accessed
8. Provide training material and train a range of end users on how to utilize system tools to meet department and individual calling needs
9. Provide training materials and train IT staff to support the new phone system
10. Provide a solution that meets all local, state, and federal laws with regard to E911
11. Provide a solution for analog lines as identified during the evaluation/discovery process
12. Seamless integration with Teams with no third-party software installations

13. Supplier must be the sole provider of customer service and dial tone.

14. Provide a growth path for adding additional lines in the future

2.1.2 Current Environment: Cisco Call Manager 14.5, Cisco Unity Voicemail, and Cisco IM and Presence via Jabber

1. Cisco Call Manager 14.5 – primary and secondary servers
 - a. Approximately 1100 extensions (900 Direct Inward Dialing numbers (DID)).
 - b. Cisco voice gateway with one T1 Media Gateway Control Protocol (MGCP) card connected to the PSTN – primary gateway.
 - c. Cisco voice gateway with one T1 MGCP cards connected to the Public Switched Telephone Network (PSTN) – secondary gateway.
 - d. Cisco Unified Communications Manager (CUCM) Publisher Virtual Machine – Primary
 - e. CUCM Subscriber Virtual Machine – Secondary
 - f. Server Cluster includes CUCM Publisher, CUCM Subscriber, and Cisco Unified Presence Server (CUPS)
2. Cisco Unity Voicemail server
 - a. 20 call processor mailboxes (approximately).
 - b. 700 subscriber voicemail boxes (approximately).
 - c. 23 CTI Route Point voicemail boxes (approximately) - for accounts that do not have an assigned DID or station but have an assigned virtual phone number with a voicemail. This also includes the TTY phone number.
 - d. One Unity Server integrated with Office 365
3. 911 Location Discovery Service (LDS) via 911Inform
 - a. 911inform Location Discovery Service (LDS) for location discovery of PBX endpoints
 - b. Routing to the correct PSAP (Public Safety Answering Point) in the event of a 911 call originating on the Private Branch Exchange (PBX)
4. Microsoft Office 365
 - a. The District's tenant is in the Microsoft Enterprise Commercial Cloud.
 - b. The District will acquire any required Microsoft licensing identified by the selected vendor through its current contract.

2.2 Statement of Work

2.2.1 Contractor Tasks and Deliverables

As part of your proposal, please provide the requested information or answers to the following questions.

1. A detailed project plan with a proposed schedule, tasks, and assigned resources to migrate each site from the Cisco platform to Microsoft Teams.
2. Provide a solution for analog lines as identified during the evaluation/discovery process.
3. Verify in a list provided by the District the locations where a physical phone is requested, i.e. front desk locations, workspaces, breakrooms.
4. Recommend certified Microsoft Teams phone options for areas where Teams client can't be utilized:
 - a. Basic phone (desk and wall mountable)
 - b. Office work phone – multiline (line extension module)
 - c. Executive phone
 - d. Side-car physical phone extension (where applicable)
5. Conduct an onsite audit at each location and identify all current telephone equipment and services in use.
 - a. This includes life safety and security systems requiring a phone connection.
6. Train and demonstrate successful installation and configuration of ATA boxes, physical phones and Microsoft Teams Calling integration for local team to implement.
7. Provide technical training for IT team and documentation for provisioning Teams calling users and how to perform moves, adds, and changes.
8. Provide end-user training and documentation.
9. Recommendations for Teams Calling physical phones, headsets, and calling accessories.
10. Migrate from existing PRI DIDs into Teams calling and port District-owned DID phone numbers.
11. Deliver a method to backup and restore system configurations for the proposed solution.
12. Ensure calls are always routed to the correct department or service 24/7.
13. Implement call attendants and calling trees when applicable to meet customer needs e.g., hunt groups and ACD.
14. Offer detailed performance metrics and reporting tools to monitor system usage and performance.
 - a. Ensure that phone call history, day and time of call, call duration, and voicemail can be always accessed.

15. Provide backup calling and voicemail access methods should cloud services or internet become unavailable.
 - a. For emergency purposes, provide the ability to forward calls to external numbers like forward at the central office.
 - b. For emergency purposes, provide the ability to forward calls to external numbers similar to forward at the central office.
16. Provide a list of each piece of equipment being proposed as part of the solution. The list should include the following information.
 - a. Is the equipment Microsoft Teams Phone certified?
 - b. Base cost of the item and the District's price to purchase.
 - c. Equipment's end of sale and end of support lifecycle.
 - d. Hardware and software warranty.
 - e. Equipment shipping and arrival schedule.
17. Should the vendor have optional features, services, configurations, equipment, integrations or enhancements they would like to propose in addition to what is to be included to successfully complete the Statement of Work herein, provide a list of additional options with pricing in Attachment D.
18. Provide the service level agreement for the scope requested.
19. The District prefers vendors propose Operator Connect as a design and solution, but welcomes alternate proposals if vendors wish to propose an alternative solution that meets the requirements outlined in this RFP. ***Vendors that wish to propose multiple solutions must provide a separate cost proposal form (Attachment D) for each solution being proposed.***

2.2.2 Performance/Delivery Schedule

Upon the District issuing a Notice of Intent to Award a contract and during contract negotiations, the awarded Proposer will be tasked with generating a detailed Statement of Work, including a list of deliverables and their respective owners, an agreed upon timeline for those deliverables, and acceptance criteria. The Statement of Work will be agreed upon by both parties prior to Contract execution.

2.2.3 District Responsibilities

The District will be responsible for providing the following:

1. The District will assign a project manager who will be the vendor's primary contact responsible for coordination and acceptance of work.
2. Number of physical phones required.

3. Please provide any additional resources required from the District in a list.

2.2.4 Background Checks

The District may conduct criminal, driver history, and all other requested background checks of vendor personnel who would perform services under this contract, or future support agreements, who have access to the District's information, data, facilities, or remote access to equipment in accordance with the District's current policies. Any officer, employee, or agent working on behalf of the vendor for the District that fails a background check must be replaced immediately for any reasonable cause not prohibited by law.

2.2.5 Customer Service

Vendor will provide a primary representative to work with the District staff on overall issues and questions while under contract. Vendor must be responsive and available by phone and email during standard business hours (7 AM -5 PM) during PST.

2.2.6 Delivery and Lead Times

Standard product lead times must not exceed three weeks for off-the-shelf items and deliveries of any/all goods shall be FOB destination. Communicate times exceeding this to the District project manager.

2.2.7 Vendor Performance Expectations

1. Reliability and Uptime:
 - a. Ensure high availability with minimal downtime.
 - b. Provide a reliable service with a strong Service Level Agreement (SLA), typically aiming for 99.95% or higher uptime.
2. Call Quality:
 - a. Maintain excellent call quality with minimal latency, jitter, and packet loss.
 - b. Utilize advanced technologies to optimize voice clarity and reduce echo or background noise.
3. Security and Compliance:
 - a. Implement industry best practices to ensure security measures are in place to protect against unauthorized access and data breaches.
 - b. Comply with industry standards and regulations such as PII and HIPAA.
 - c. Data stored must be held within the US or Canada.
 - d. Prefer solutions that support single sign-on (i.e., SAML).
 - e. Prefer use of HTTPS SSL/TLS 1.3 or greater.

4. Integration and Compatibility:
 - a. Ensure seamless integration with Microsoft Teams.
 - b. The installation of secondary software to enable Teams calling will not be accepted
5. Scalability:
 - a. Provide scalable solutions to accommodate business growth and fluctuating usage demands.
 - b. Provide multiple support channels including phone, email, and live chat.
6. Ease of Use:
 - a. Provide thorough documentation and training resources for users and administrators.
7. Support
 - a. Response times & resolution tracking must be provided
 - b. Supplier must be the sole provider of customer service and dial tone.
 - c. All work provided by a subcontractor must be supported and warranted
8. Performance Metrics and Reporting:
 - a. Offer detailed performance metrics and reporting tools to monitor system usage and performance.
 - b. Provide insights and analytics to help optimize communication strategies and operations.

2.2.8 Minimum Qualifications

Vendors responding to the RFP shall have a minimum of three (3) years of experience installing and supporting Microsoft Teams Phone in Operator Connect or hybrid model and migrating from Cisco Call Manager.

2.2.9 Pricing Proposals

Vendors responding must clearly identify the costs of all goods and services on the Cost Proposal Form (Attachment D) included in this RFP. All one-time and repetitive costs shall be clearly identified. Vendors must provide year 1, 2, and 3-year costs as part of their submission.

2.2.10 Billing

1. Invoices must include invoice date, description of work performed, dates of work performed, rate(s) charged for work, and the District's contract number.
2. Invoices must be accurate and timely.
3. Vendor must provide a contact for questions regarding invoicing and must be responsive to District calls regarding invoice questions. Vendor must strive to return all calls/emails within the same day.

4. Billing assistance must be available during standard business hours.

3. Proposal Format, Content, and Submission

3.1 District Proposal Standards

All proposals submitted in response to this RFP must:

1. Be submitted electronically (see Proposal Submission on page 1 for details).
2. Include all requested attachments.
3. Limit your proposal to not more than **fifteen (15)** pages (this page limit excludes the cover letter, pricing information, personnel information, copy of your SLA, Attachment B and any sample reports, etc.).
4. Address all evaluation criteria in the **order presented below**.
5. Be concise and directly answer the written submittal requirements without extraneous content.
6. Format your proposal for printing on 8.5" x 11" paper.

These standards are required. Proposals not conforming to these standards may receive lower scores if, for example, proposals are overly lengthy or responses to evaluation questions are not easily located within the proposal.

3.2 Responding to the Written Criteria

Provide a response to each of the criteria below. Address each criterion completely, and in the order provided. Some items require a narrative response, others will specify a form to complete.

Written Evaluation Criteria

1. **Cover Letter.** Provide a one to two-page cover letter that:
 - b. Summarizes your proposal and the work your firm proposes to provide;
 - c. Identifies the location where the work will be primarily delivered from;
 - d. Lists any subcontractors or subconsultants that will be working on the Project, including a brief description of their role; and,
 - e. Includes the name, mailing address, phone number, and email address of your primary point of contact for this RFP.
2. **Experience and Key Personnel.** Provide a description of your experience providing services similar to those described in this RFP. Also include (using your own form/format):
 - a. Number of years your firm has been in continuous operation, general scope of services provided, current principal area(s) of expertise, and current number of employees; and,
 - b. A short but complete profile of each key individual proposed to perform work under the Contract (the "Key Personnel"), including their professional qualifications and certifications (please limit one page per

person). Key Personnel are expected to be available for the duration of the Contract term. Removal, substitution, or addition of the Key Personnel will be subject to the District's written approval.

3. **Previous Related Projects.** Provide a list of three to five (3 – 5) past projects similar to the scope your firm proposes to provide. At least one government or utility project is required. For each, include the following (using your own form/format):
 - a. A short summary of the project, highlighting scope, and other similarities;
 - b. Key personnel involved and their responsibilities;
 - c. Types of work products generated;
 - d. Approximate project budget;
 - e. Delivery timeline; and,
 - f. Any lessons learned that will be applied to the District's project.

No more than one (1) of the projects listed may be work performed for the District.

4. **Project References.** For at least three (3) of the projects listed in the preceding paragraph, supply reference information for the District to contact regarding the quality of your firm's work as well as cost, scope, and schedule control. For each reference, include the name of the client and a contact name with phone number and email address. References may or may not be contacted at the District's discretion.
5. **Approach and Methods.** Provide a clear and concise description of the approach and methods your firm proposes to complete the Statement of Work in Section 2 of this RFP, including the following (using your own form/format):
 - a. Proposed tasks and activities;
 - b. Specific personnel assigned to perform the tasks and activities;
 - c. Time frame estimated to complete each task;
 - d. Description of the proposed Work Product(s) that will result from each task or activity (if different than those identified in Section 2 of this RFP);
 - e. Any proposed deviations from the Statement of Work or Performance Schedule to improve that quality of the work, optimize costs and resources, or for other good cause;
 - f. Additionally, list any additional District resources (staff time, materials, etc.) that are necessary to complete any aspect of the project;
 - g. A sample high level network drawing representing the proposed solution. The drawing should show equipment model numbers being proposed by the vendor;

- h. Describe how you would migrate our existing PRI services to SIP services and minimize service interruptions;
 - i. Describe the quality assurance and testing strategies utilized when migrating from a Cisco PBX to Microsoft Teams phone;
 - j. Describe your communication and change management plan;
 - k. Provide your issue documentation and escalation procedure;
 - l. Describe how you meet the Security and Compliance requirements included herein; and
 - m. What is your proposed E911 solution? Describe how it meets local, state, and federal requirements. How is the system updated and maintained?
6. **Corporate Responsibility.** Contractor shall provide information about Contractor's business practices, policies, and efforts in the following categories:
- a. Promote a respectful workplace and jobsite culture: Describe steps Contractor has enacted to promote a workplace and jobsite culture that is safe from hate, racism, sexism, discrimination, harassment, and bullying for all workers. Steps may include but are not limited to: enactment of human resources policies, enactment of processes for reporting and investigating jobsite incidents, anti-harassment or jobsite culture training for all workers.
 - b. Good business practices: What business practices do you have that support the creating of a culture of belonging, safety, and employment retention, including in hiring practices?
 - c. Encouraging participation by employees across the workforce: How does your business encourage staff participation including trainings, mentorship and workforce development?
7. **Proposed Pricing.** Propose the estimated cost to effectively complete the Statement of Work in Section 2 of this RFP on a fixed price basis by completing the Cost Proposal Form (Attachment D). District posted Attachment D as a fillable PDF to Bid Locker. The total estimated cost should include:
- a. Cost of all equipment and services must be shown and roll up to one fixed dollar amount to complete the migration. Proposed equipment information should be on its own list, but the total cost of that equipment should be reflected in Attachment D;
 - b. Hourly rates of all personnel proposed to perform work under the Contract, by role and description of their responsibilities (Listing a range of hourly rates for any one position is not acceptable. Rates provided must be firm.);
 - c. Estimated number of hours each personnel will be expected to complete the project;

- d. Any direct or indirect reimbursable expenses, including travel expenses and those of subcontractors. Indicate whether reimbursable expenses will be billed at cost or at cost plus a mark-up percentage.
 - e. **General Pricing Instructions**
 - 1. **Fees will be paid by the District on a milestone basis** so proposed pricing must be broken out into a list of milestones or interim payments based on task completion and the amounts to be paid at these milestones (*use your own form/format for this list*).
 - 2. Pricing must include all wages/salaries, indirect costs, general, and administrative expenses (overhead), and profit.
 - 3. The maximum mark-up rate that can be applied to reimbursable expenses (including subcontractor costs) must not exceed 15%.
 - 4. All unspecified costs shall be borne by the Contractor.
 - 5. Proposed fee schedules will be compared to fee schedules proposed by competing firms and compared with information regarding current market costs for comparable services.
 - 6. On your price proposal, clearly identify all one-time costs and all on-going/subscription costs.
 - f. **Optional Features and Services.** Proposers may identify and price optional features, services, configurations, equipment, integrations, or enhancements that are not required to meet the Statement of Work. Optional items shall be priced separately from the Base Solution Cost and shall not be included in the Total Base Solution Cost. Optional items are provided for informational purposes only and will not be considered in the evaluation of cost proposals or in the determination of the award.
8. **Certifications and Representations Form.** Be sure to include a completed and signed copy of "Attachment B" the Certifications and Representations Form with your proposal.
9. **Service Level Agreement.** Provide a copy of your Service Level Agreement (SLA) in an appendix to your proposal. The SLA will not count toward the 15-page proposal limit. Contractor's proposed SLA is subject to District review, negotiation and approval. No SLA, online terms, click-through agreement, or other Contractor terms shall be binding on District unless expressly accepted in writing by District. In the event of any conflict, inconsistency, or discrepancy between Contractor's SLA and the District Contract, the District Contract shall govern and control.

3.3 Scoring of Written Proposals

Proposal evaluators will use the following scoring rubric to evaluate written proposals:

	Written Submittal Requirement	Maximum Points
A.	Cover Letter	Not scored
B.	Experience and Key Personnel	10 Points
C.	Previous Related Projects	10 Points
D.	Approach and Methods	40 Points
	Project Management	10 Points
	Technical	20 Points
	Suitability	5 Points
	Support	5 Points
E.	Corporate Responsibility	5 Points
F.	Proposed Pricing	30 Points
G.	Proposal completeness	5 Points
H.	Certifications and Representations Form	Not scored
	Total Points	100 Points

Technical	Rated from Written Evaluation Criteria, Section 3, D, bullets 4, 5, 7, 8, 9, 12. Emphasis will be placed on experience working with and migrating from Cisco Call Manager.
Project Management	Rated from Written Evaluation Criterial, Section 3, D, bullets 1, 2, 3, 6, 10, 11
Suitability	Technical staff will score the suitability of the proposed solution to our environment
Support	IT requested support and escalation. Factors considered are response time, business hours, and customer satisfaction (references could be provided).

The evaluation committee will calculate a consensus score for each criterion by averaging the individual scores submitted by evaluators.

3.4 Proposal Submission

Upload proposal to the District's e-procurement site listed on page 1 of this RFP. You must be registered on this platform to submit download this RFP and upload your proposal. Registration is free.

The District recommends allowing 30 minutes to upload your proposal. The system will not accept partially uploaded submissions. If you're in doubt as to whether your proposal was successfully uploaded, please reach out to the District's point of contact for this RFP prior to the date and time that proposals are due.

It is the Proposer's sole responsibility to ensure its proposal is fully uploaded prior to the date and time that proposals are due. Proposals not submitted to the District's e-procurement site by the due date and time will be considered late. Late proposals are ineligible for contract award. **The e-procurement site's clock will be used to determine timeliness.**

If you have questions about submitting, contact Bid Locker at 267-225-1407 or via email at help@bidlocker.us. If you have questions about the RFP, email the District's Procurement Contact listed on Page 1.

4. Method of Evaluation

4.1 The District will evaluate proposals and award the contract from this RFP using the following process. In summary, this process includes:

1. Step One: Determination of Responsiveness
2. Step Two: Evaluation of Written Proposals
3. Step Three: Announcement of the Finalist Proposer(s) **(Optional)**
4. Step Four: Interviews **(Optional)**
5. Step Five: Request for Best and Final Offers **(Optional)**
6. Step Six: Reference Checks **(Optional)**
7. Step Seven: Identification of the Apparent Successful Proposer

4.2 Step One: Determination of Responsiveness

The District's procurement staff will first review all proposals received by the proposal deadline to determine which proposals are responsive. The "responsive proposals" are those proposals that were received on time and substantially comply with all prescribed submittal procedures and requirements contained in this RFP.

4.3 Step Two: Evaluation of Written Proposals

An Evaluation Committee, consisting of not less than three (3) individuals, will evaluate the written proposals deemed responsive in Step One. Each evaluator will independently review and score proposals in accordance with the Evaluation Criteria and maximum points listed in Section 3 of this RFP. As part of the scoring process, evaluators may use any relevant information that the District subsequently requests or discovers. The District may assign certain evaluators specific Evaluation Criteria, in alignment with the evaluator's expertise. The District may appoint different evaluation committee members to each tier of the evaluation process.

Following the scoring of the written proposals, scores will be totaled to produce a preliminary ranking. The Evaluation Committee will then meet to discuss the proposals and determine next steps, which may include concluding the evaluation process at this step and awarding the contract to the highest-ranked responsive proposer. The District may also continue additional due diligence by completing any of the steps below.

4.4 **Step Three: Announcement of the Finalist Proposer(s) (Optional)**

Following the scoring of the written proposals in Step Two, the District may shortlist up to three (3) proposers the District deems best suited to perform the work (the “Finalist Proposer(s)”). The District will then post the ranking of proposals (within the “Competitive Range”) on its e-procurement website and identify the Finalist Proposer(s).

4.5 **Step Four: Interviews (Optional)**

At the District’s discretion, interviews with the Finalist Proposer(s) may be part of the evaluation process of this RFP. Interviews may be conducted in-person, over an online

meeting, or another mutually agreeable medium to clarify and elaborate on the Finalist Proposer(s) proposal(s). If requested, attendance at such an interview is mandatory. Interview Committee members will then score each interview up to the following number of points:

	Interview Scoring Criteria	Maximum Points
A.	Experience and Capability	20 Points
B.	Key Project Personnel	20 Points
C.	Project Approach and Schedule	40 Points
D.	Project Management	20 Points
	Total Interview Points	100 Points

If interviews are conducted, the District will consider the scoring of written proposals to be the basis of determining the Finalist Proposer(s) and will reset the scores so that no finalist has a numeric advantage going into this step. The District may elect to conduct more than one round of interviews with the Finalist Proposer(s).

4.6 **Step Five: Best and Final Offers (Optional)**

The District may initiate discussions with one or more of the Finalist Proposer(s) and request revised proposals (the “best and final offers”). If the District requests best and final offers, it will establish a common date and time when revised proposals are due.

The District may conduct discussions with any Finalist Proposer necessary to fulfill the purposes described in this section but need not conduct discussions with all Finalist Proposers nor conduct the same amount of discussion with each Finalist Proposer.

If best and final offers are requested and a Proposer does not submit a notice of withdrawal or a revised proposal, the original proposal will be considered their best and final offer. In accordance with ORS 279B.060(8)(c), the District will not disclose information derived from proposals submitted by competing proposers until after the evaluation process is complete and the District has issued its Notice of Intent to Award a contract or cancelled this RFP. Multiple rounds of best and final offers may be requested upon the District's finding that it is in the public interest to do so.

Upon receipt, the Evaluation Committee or Interview Committee will score the revised proposals in accordance with the Evaluation Criteria and Maximum Points listed in Section 3 of this RFP.

4.7 Step Five: Best and Final Offers (Optional)

The District reserves the right to investigate any Finalist Proposer(s)' references, including customers and clients not listed in a Proposer's proposal. This inquiry may include, without limitation, investigation of past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion, or delivery of a project on schedule, and its lawful payment of employees and subcontractors. If reference checks are conducted, the Evaluation or Interview Committee members may adjust their scores from any previous scoring round based on feedback provided on any proposer's past performance.

4.8 Step Seven: Identification of the Apparent Successful Proposer; Negotiations Notification of Intent to Award

The District shall notify Proposers of its Intent to Award a contract to an "Apparent Successful Proposer" by (a) posting such notification on the website specified on page 1 of this RFP. Identification of the Apparent Successful Proposer is procedural only and creates no right in the named proposer to the contract.

5. Solicitation Terms and Conditions

5.1 Applicable Rules

All proposals submitted in response to this RFP are subject to the conditions of this RFP. All matters not specifically addressed in this RFP or the Contract will be governed by the District's *Purchasing Rules* as well as applicable Oregon Revised Statutes (ORS) and other rules pertaining to procurement and contracting at the District.

5.2 Proposer Cost of Response Preparation

Proposers responding to this RFP do so at their own expense, and the District will not reimburse any expenses incurred by Proposers in the preparation or submission of a proposal to this RFP; including costs associated with any meeting, demonstration, interview, or subsequent negotiations that the District may request or require.

5.3 Submitted Materials are District Property

All materials submitted for any proportion of a Proposal in response to this RFP, or during any tier of this solicitation, will become the property of the District and will not be returned to proposers.

5.4 Proposer Offer, Withdrawal, and Modification

By submitting a proposal in response to this RFP, each Proposer agrees their proposal is a binding offer to the District to perform the work described in this RFP for a period of **ninety (90)** calendar days from the Proposal Due Date. This period may be extended upon the mutual agreement between the District and a Proposer.

Proposers may withdraw their Proposal, revise and resubmit it at any time before the Proposal Due Date. After the Proposal Deadline, Proposers will need to submit a written request for the withdrawal of their proposal to the District's Representative identified on Page 1 of the RFP. A duly authorized representative of the proposer's firm must execute the request. The District will not consider withdrawals after the Proposal Due Date except as permitted under the District's Purchasing Rules.

5.5 RFP Cancellation; Rejection of a Proposal or All Proposals

The District may cancel this RFP or reject any or all Proposals in accordance with ORS 279B.100.

The District is not liable to any Proposer for any loss or expense caused by or resulting from the cancellation of this RFP or rejection of a Proposal.

5.6 Disputes

In case of any doubt or difference of opinion as to the items or service to be furnished under this RFP, or the interpretation of any provision of this RFP, the decision of the District will be final and binding upon all parties.

5.7 Publicity

News releases relating to this RFP will not be made without prior approval by, and in coordination with, the District's Communications and Community Engagement Department.

5.8 Public Records and Disclosure

- 5.8.1 All proposals submitted in response to this RFP will become the property of the District and subject to disclosure pursuant to the Oregon Public Records Law (ORS 192), except those portions of a proposal that a Proposer requests exemption from disclosure consistent with ORS 192.
- 5.8.2 Any portion of a proposal that a Proposer claims to constitute a “trade secret” must meet the requirements of ORS 192.345(2) and be easily separable from the proposal in a separate, conspicuously marked file to facilitate review of the non-confidential portion of the proposal. All such sections in a proposal must be CLEARLY AND CONSPICUOUSLY marked with the following:
- “This information constitutes a trade secret under ORS 192.345(2) and shall not be disclosed except in accordance with Oregon’s Public Records Law, ORS 192.”*
- 5.8.3 If a Proposer marks every page or includes a blanket statement that the entire proposal is “Confidential,” or “Proprietary,” or some similar marking, the statutory requirement is not met and any proposal marked that way will not be deemed to have been submitted in confidence. Upon request, the entirety of such a proposal will be disclosed.
- 5.8.4 The District will take reasonable measures to hold in confidence all proposal contents marked in the way described above but shall not be liable for the release of any information when required by law or court order, whether pursuant to ORS 192 or otherwise.
- 5.8.5 Notwithstanding the above procedures, District reserves the right to disclose information that District determines, in its sole discretion, is not exempt from disclosure or that District is directed to disclose by CWS’ Attorney, the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, District will notify the Proposer. If the Proposer disagrees with District’s decision, the District may, but is not required to enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

6. Protest of Solicitation or Award

6.1 General

District has adopted its own public contracting rules and is not subject to the Attorney General's Model Public Contracting Rules. District's Purchasing Rules have opportunities for proposers to protest at various stages in the procurement process. This section only contains a brief summary of the deadlines, conditions required to file a protest and the information required to be included. Copies of District rules containing

the protest process may be obtained by contacting the District Representative identified on Page 1 of the RFP.

6.2 Solicitation Protest

Under District's rules, prospective vendors may submit a written protest of anything in the RFP, including but not limited to the RFP process, the Contract and its exhibits. This is a prospective vendor's only opportunity to protest the provisions of the RFP, except that proposers may protest the award as provided below. Prospective vendors must submit a written email protest to District not less than ten calendar days prior to the due date for proposals. The written protest must:

- a. Be delivered to the District Representative identified on Page 1.
- b. Reference the title of the RFP.
- c. Identify the prospective vendor's name and contact information.
- d. Be signed by an authorized representative.
- e. State the reason or the grounds for the protest, including:
 - i. The grounds that demonstrate how the procurement process is contrary to law or unnecessarily restrictive, is legally flawed or improperly specifies a brand name.
 - ii. Evidence or documentation that supports the grounds on which the protest is based.
- f. Relief sought.
- g. State the desired changes to the procurement process or the RFP provisions that the prospective vendor believes will remedy the conditions that were the basis of the protest.
- h. Be received by the District Representative within ten calendar days prior to the due date for proposals. District will not consider a prospective vendor's protest of the solicitation process if it is submitted after the established time period.

6.3 Specification Protest Process

A prospective vendor must submit a written email protest of specifications to District in writing no later than ten calendar days prior to the due date for proposals. The written protest must:

- a. Be delivered to the District Representative identified on Page 1 of the RFP.
- b. Reference the title of the RFP.
- c. Identify the prospective vendor's name and contact information.
- d. Be signed by an authorized representative.
- e. State the reason or the grounds for the protest, including:
- f. A detailed statement of the legal and factual grounds for the request or protest;

- i. A description of the resulting prejudice to the vendor; and
 - ii. A statement of the form of relief requested or any proposed changes to the Specifications.
- g. Be received by the District Representative within ten calendar days prior to the due date for proposals. District will not consider a prospective vendor's protest of the specifications if it is submitted after the established time period.

6.4 Protest of Exclusion from Competitive Range

Under District's rules, proposers have the opportunity to protest their exclusion from the group of proposers to be included in the Competitive Range and moved to Step 2 only if the proposer is responsible, submitted a responsive proposal, and but for District's mistake in evaluating the protesting proposer's proposal or other proposers' proposals, would have been eligible to participate in the demonstration step. Protesting proposers must submit a written protest to District not less than five calendar days after the date of District's Notice identifying the proposers found to be in the Competitive Range (Notice) and posted on Bid Locker. The written protest must:

- a. Be delivered to the District Representative identified on Page 1 of the RFP.
- b. Reference the title of the RFP.
- c. Identify the prospective vendor's name and contact information.
- d. Be signed by an authorized representative.
- e. State the reason or the grounds for the protest.
- f. Be received by the District Representative within five calendar days after the date of District's Notice posted on Bid Locker. District will not consider a proposer's protest of its exclusion from the Competitive Range if it is submitted after the established time period.

6.5 Award Protest

Affected or aggrieved proposers will also have an opportunity to protest District's conditional Notice of Intent to Award that District will post on Bid Locker. A proposer is adversely affected or aggrieved if the proposer is eligible for award of the Contract as the responsible proposer next in line for award assuming the protest was successful, and the protest is for one of the reasons specified in ORS 279B.410. The judgment used in scoring by individual evaluators is not grounds for protest. The written protest must:

- a. Be delivered by email to District's Representative identified on Page 1 of the RFP.
- b. Reference the title of the RFP.
- c. Identify the proposer's name and contact information.
- d. Be signed by an authorized representative.

- e. Specify the grounds for the protest.
- f. Be received by the District Representative within seven calendar days after issuance of the conditional Notice of Intent to Award. District will not consider a proposer's protest of the award if it is submitted after the established time period.

6.6 A vendor must exhaust all administrative remedies before seeking judicial review of District's vendor selection or contract award decision.

6.7 The award by District, or District's Board of Directors when required, of a contract will constitute a final decision of District to award a contract if no written protest of the award is filed.

7. Contract Terms and Conditions

7.1 District Contract Form

The Apparent Successful Proposer will be required to sign the Contract attached to this RFP as written. Except for terms that concern compensation, which will be placed in an exhibit to the Contract, the Contract is not negotiable. Submission of a proposal constitutes acceptance of the terms of the Contract. You do not need to submit a signed copy of the Contract with your proposal.

Any contract resulting from this RFP shall be based on the RFP documents and in compliance with District's Purchasing Rules and the Public Contracting Code.

7.2 Insurance

Proposers are advised to carefully review the insurance requirements contained in the sample standard contract.

Attachment A

CONTRACT FOR PURCHASE OF GOODS AND SERVICES

CISCO PBX PHONE SYSTEM TO MICROSOFT TEAMS PHONE SOLUTION MIGRATION PROJECT

Contract No. _____

This Contract (Contract), dated _____, is between Clean Water Services (District) and Contractor Name (Contractor). District and Contractor, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

1. Services to be Provided

Contractor will provide the goods and services described in the Statement of Work in Exhibit A. Contractor's services will be performed with the same degree of care, skill, diligence, competency, and knowledge that is ordinarily exhibited and possessed by other providers of such services in good standing in the same or similar field and community as Contractor. Contractor bears the risk in performing the services and the cost to correct any errors or mistakes.

In performing the services, Contractor will be an independent contractor and not an employee of District. District will have the right to verify that Contractor's performance meets the requirements of this Contract but will not have the right to control the manner of Contractor's or Contractor's subcontractors' performance.

No provision of this Contract will be construed to create a partnership, joint venture, employer-employee, landlord-tenant or principal-agent relationship.

2. Consideration

2.1 District will pay Contractor for the goods and services described in Exhibit A as specified in Exhibit B.

2.2 Interest will not begin to accrue on Contractor's invoices until after the due date for payment set forth herein.

2.3 If there is a dispute concerning the amount due under any invoice, District may withhold the disputed amount without incurring interest or other charges pending the outcome of the dispute.

2.4 District will have the right to examine Contractor's business records to verify the accuracy of Contractor's billing statements. The right of inspection will extend to all documents necessary to permit adequate evaluation of the billing data submitted.

2.5 Non-Performance: If Contractor is found to not be performing the work in accordance with Exhibit A or does not deliver the product detailed in the proposal and the specifications of the solicitation, the Contractor may be subject to the following penalties:

2.5.1. The District may withhold payments for the work or goods.

2.5.2. The District may require the Contractor to complete the work or repair the product without additional payment.

2.5.3 The Contractor may be found to be in default, and the District may terminate the Contract

3. Contract Term, Schedule/Delivery and Risk of Loss

3.1 The effective date is *to be determined*, or upon final signature, whichever is later.

3.2 The expiration date is:

☒ *to be determined*, unless otherwise amended. The parties may agree to two optional one-year renewals subject to written confirmation

☐ The Contract will be effective from the date in Section 3.1 and will expire on the date District accepts Consultant's work as complete and District makes final payment unless terminated earlier pursuant to the terms of the Contract.

3.3 Schedule/Delivery. Contractor will complete delivery of goods and performance of services in accordance with the schedule included in the Contract. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor, unless specified otherwise.

3.4 Risk of Loss. Contractor will be responsible and liable for loss or damage for goods supplied under this Contract until final inspection and acceptance when responsibility shall pass to the District, except as to latent defects, fraud and Contractor's warranty obligations.

4. Additional Documents and Exhibits

4.1 The following documents are incorporated into this Contract:

☒ Solicitation: Request for Proposals for Cisco PBX Phone System to Microsoft Teams Phone Solution Migration Project (RFP)

4.2 The following Exhibits are incorporated into and made a part of this Contract:

☒ Exhibit A – Statement of Work

☒ Exhibit B – Payment

☒ Exhibit C - Insurance Requirements Summary Form

☒ Exhibit D - Contractor's Proposal Response to RFP

☐ Exhibit Other – _____

4.3 If there is a conflict between the documents comprising this Contract, the following order of precedence will apply: the terms and conditions in the body of this Contract, as modified by Exhibit A, Exhibit B and Exhibit C; the Solicitation and Exhibit D.

5. Work Product

5.1 All work products of the Contractor which result from this Contract (“the Work Products”), except material previously and mutually identified as confidential or proprietary, shall be provided to District upon request and shall be considered the exclusive property of the District. In addition, if any of the Work Products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants the District a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so. Such Work Products include, but are not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the District or produced by Contractor under this Contract.

5.2 Exceptions. Software and specific intellectual property are exempted. However, software source codes should be provided or placed in an escrow account in case the Contractor ceases operations. Software source information will not be accessed as a result of Contract disagreements or in an attempt to operate the system separate of the Contractor.

5.3 Notwithstanding the foregoing, if in the course of completing the project implementation and management work set forth in Exhibit A, Contractor designs a new Work Product to facilitate the integration of the Work Product with District’s systems, Contractor hereby grants District a perpetual, royalty-free, fully paid, non-exclusive and irrevocable license to use, or re-use, in whole or in part, such new Work Product.

6. Interference with Performance

If at any time Contractor believes that District is in any way hindering, delaying or interfering with Contractor’s performance, Contractor will promptly inform District in writing and describe in detail the way in which Contractor believes that such hindrance, delay or interference is occurring. Contractor’s failure to promptly inform District in writing will operate as a waiver of Contractor’s right to assert claims or defenses based upon the hindrance, delay or interference. The terms of this paragraph will not apply to District’s suspension of the work pursuant to Paragraph 11.

7. Changes in Work

Subject to the requirements of this section, District will have the right to request work outside the scope of this Contract and to cancel a portion of the work at any time. District will pay Contractor an amount to be agreed upon by the parties for all additional work. District will pay Contractor a reduced amount to be agreed upon by the parties if District cancels work. District will not be liable for profits lost due to cancelled work.

Contractor will perform no work outside the scope of this Contract until the parties have signed an amendment that describes the work and contains the terms of payment. Contractor will not be entitled to payment for work outside the scope of this Contract unless the parties

signed such an amendment before Contractor performed the work. All work performed in the absence of such an amendment will be considered within the scope of the Contract.

8. Rejected Work

District has the right to reject Consultant's defective work. Consultant will promptly eliminate all defects free of charge. If Consultant fails to eliminate all defects within a reasonable time, District may eliminate the defects, or hire another consultant to eliminate the defects and charge the expense of eliminating the defects to Consultant. If District deems it inexpedient to correct a defect, District may reduce the fee payable to Consultant by an amount that in District's sole judgment reflects the diminished value of the work represented by the defect. District's rights under this paragraph will be in addition to and not in lieu of all rights District may otherwise have if Consultant produces defective work.

9. Time of Performance

Time is of the essence in the performance of this Contract. Contractor will complete all work in accordance with the schedule in Exhibit A.

10. Excusable Delays

Neither District nor Contractor will be responsible for or liable for damages resulting from delays due to causes beyond their reasonable control, including, but not limited to, acts of God, acts or omissions of governmental authorities, strikes, lockouts, acts of the public enemy, wars, blockades or civil disturbances. If there is a delay, the completion date for Contractor's services will be extended for a period equal to the length of the delay. Contractor will notify District in writing not more than ten days after the occurrence of any event that Contractor believes will result in such a delay. The failure of Contractor to provide such notice will result in a waiver of Contractor's right to claim that the delay is excusable.

11. Suspension of Work

District may suspend the work at any time by delivering written notice to Contractor. If District suspends the work for reasons that are not the fault of Contractor, Contractor will be allowed an increase in the amount payable to Contractor that is equal to the increase in Contractor's expenses resulting from the suspension. Such expenses must be reasonable, customary and actually incurred. District will not be liable for profits lost due to suspension of work.

12. Indemnification

To the fullest extent permitted by law, Contractor will indemnify, hold harmless, reimburse and defend District, its directors, officers, employees, agents and volunteers as additional insured from and against all claims, demands, penalties, and causes of action and costs of defense (including attorney fees at trial and on appeal) arising out of or resulting from Contractor's performance of the Contract. Contractor's obligations under this section apply only to the extent caused by Contractor's breach of the Contract or the negligent acts, errors or omissions of Contractor, its subcontractor, or any individual or entity directly or indirectly employed by any of them to perform any of the work described in the Contract or anyone for whose acts any of them may be liable. In addition, Contractor will indemnify and hold harmless

District in any action or proceeding alleging infringement of patent, trade secret, trademark or copyright rights arising from District's use of goods provided under this Contract.

13. Insurance

Neither Contractor nor any subcontractor will commence work under this Contract until Contractor has obtained all the insurance required herein and submitted a certificate of insurance to District. Contractor will maintain all required insurance and provide certificates of insurance for the duration of this Contract. Insurance is to be placed with insurers acceptable to District, with a current A.M. Best rating of no less than A: VII. Review of the insurance by District will not relieve or decrease the liability of Contractor. The insurance certificate shall provide for 30 days advance written notice to District prior to cancellation. Contractor will provide the insurance and limits described in Exhibit C, Insurance Requirements Summary Form.

14. Termination

District may terminate this Contract without cause at any time upon the delivery of written notice. If the Contract is terminated, District will pay Contractor for all work performed in accordance with the requirements of this Contract prior to the date of termination. District will not be liable for lost profits on uncompleted work or damages as a result of District's termination.

The termination of this Contract will not relieve or release Contractor from any liability to District for damages sustained by District by virtue of any breach of this Contract by Contractor or Contractor's negligence or other conduct, and District may withhold all or any part of any payment due to Contractor upon termination as a set-off against the amount of any such damages until such time as the exact amount of damages due District from Contractor is determined.

If the Contract is terminated for any reason allowed herein or allowed by law, Contractor will promptly deliver all work in progress to District. District will not be obligated to pay Contractor's final invoice until District has received the work in progress.

15. Arbitration

All disputes arising out of or relating to the Project or this Contract will be subject to arbitration in accordance with the American Arbitration Association rules then in effect. Written notice of demand for arbitration will be filed with the American Arbitration Association within a reasonable time after the dispute has arisen, but cannot be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable contractual provision or statute of limitations. The award rendered by the arbitrators will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

In any arbitration proceedings brought under this section or any legal proceedings arising out of or relating to this Contract, the prevailing party will be entitled to reasonable attorney fees, together with all reasonable investigation, expert and other costs incurred, in addition to any other relief to which any party may otherwise be entitled.

Contractor's agreement to arbitrate is not a waiver of its lien rights or bond claim rights otherwise provided by law, which rights are fully reserved.

16. Change Orders, Amendments, Waivers

This Contract, all change orders, modifications, amendments and any waiver of any portion of the Contract will not be effective unless in writing and approved by District's General Manager or the General Manager's designee and, when required by applicable District rules, District's Board of Directors.

17. Compliance With Applicable Laws

Contractor will keep itself fully informed of and comply with all federal, state and local laws, regulations and ordinances applicable to this Contract, as those laws, regulations and ordinances may be adopted or amended from time to time. These laws, regulations and ordinances including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, and 279B.270, are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be incorporated. All permits, licenses, and fees necessary to prosecute and complete the work will be secured and paid for by Contractor unless otherwise specified by District.

18. Tax Law Compliance

Contractor will pay all taxes, including federal, state, regional, county, and city taxes, and taxes of any other governmental entity, applicable to the services performed or materials provided under this Contract. Contractor represents, warrants and covenants that Contractor has complied with, and agrees that during the term of this Contract will comply with Oregon Tax Laws and applicable tax laws of political subdivisions of this State including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. Contractor's failure to comply with Oregon Tax Laws or the applicable tax laws of political subdivisions of this State for the six years prior to the date Contractor executes this Contract or the period of time Contractor has been in business, whichever is less, or during the term of the Contract is a default for which District may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

19. Third Party Beneficiaries

No provision of this Contract will in any way inure to the benefit of any third person so as to constitute any such person a third-party beneficiary of this Contract or of any one or more of the terms of this Contract, or otherwise give rise to any cause of action in any person not a party to this Contract.

20. No Contingent Fees

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor any fee or consideration of any kind, contingent upon or resulting from the award or making of this Contract. If Contractor breaches the warranty in this paragraph, District will have the right to deduct from the contract price or otherwise recover the full amount of such fee or consideration.

21. Waiver of OTCA Rights

Contractor hereby waives all indemnity rights Contractor may have under the Oregon Tort Claims Act which arise as a result of an agency or alleged agency relationship between the parties.

22. Assignment

Contractor will not assign Contractor's rights or duties pursuant to this Contract without first obtaining District's written consent.

23. Interpretation of Contract

This Contract will not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The paragraph headings in this Contract are for ease of reference only and will not be used in construing or interpreting this Contract.

24. Severability/Survival

If any of the provisions in this Contract are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest will survive the termination of this Contract for any cause.

25. Choice of Law/Venue

This Contract and all rights, obligations and disputes arising out of the Contract will be governed by Oregon law. All disputes and litigation arising out of this Contract will be decided by the state courts in Oregon. Venue for all disputes and litigation will be in Washington County, Oregon.

26. Integration

This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract will not be relevant to determine the meaning of this Contract and no waiver by a party of any right under this Contract will prejudice the waiving party's exercise of the right in the future.

27. Contractor's Express Warranty

27.1 Contractor warrants the work against defects in materials and workmanship for a period of one year from the date of District's acceptance. Any failure of the work to meet the requirements of this Contract will also be considered such a defect. If within the warranty period District discovers such a defect, Contractor will repair or replace the defective item or component free of charge. Contractor will commence all warranty work within five calendar days of receiving notice of the warranty claim. This warranty applies to all warranty repairs made by Contractor pursuant to this paragraph. This warranty will be in addition to and not in lieu of all manufacturers' warranties.

27.2 Additionally unless otherwise stated, all goods purchased or leased pursuant to this Contract shall be free and clear of any liens or encumbrances and shall be new (and, if applicable, the current model) and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material, design, and manufacture to be in compliance with the specifications set out in the Contract, including but not limited to quality, performance and health and safety specifications. All implied and express warranty provisions of the UCC are hereby incorporated by reference.

27.3. Contractor represents and warrants to District that:

27.3.1. Any goods, items, equipment, components, hardware, software, intellectual property rights delivered to or granted to the District under this Contract, and Contractor's services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the District free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

27.3.2. Products, Work Products, Contractor intellectual property, or third-party intellectual property provided under this Contract do not infringe or misappropriate the intellectual property rights of any third party. If as a result of any suit or proceeding alleging an infringement of any of the foregoing property rights, District's use of the equipment or software is enjoined, Contractor shall at no cost to District either obtain for District a license to use the goods or software or modify the goods or software so as to avoid the infringement without any degradation in performance. If Contractor cannot obtain such a license and cannot modify the equipment or software, Contractor shall promptly refund District the purchase price, less a reasonable amount of depreciation.

28. No Personal Liability of Public Officials

In carrying out any of the provisions hereof, and in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

29. Electronic Signature/ Authority to Enter Contract

This Contract, and all future change orders or amendments to the Contract, may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. An electronic signature will be considered an original. The individuals signing this Contract certify that they are authorized to execute this Contract, and all future change orders or amendments to the Contract, on behalf of Contractor and District, respectively.

CONTRACTOR NAME

CLEAN WATER SERVICES

By: _____

By: _____

Title: _____

General Manager or Designee

APPROVED AS TO FORM

District Counsel

EXHIBIT A STATEMENT OF WORK

I. PURCHASE DESCRIPTION

Contractor will provide all labor, equipment, materials and services to migrate District's current voice and telecommunications environment, including existing PBX infrastructure, carrier services, telephony devices, and related systems, to the Microsoft Teams Phone solution as specified herein and in Exhibit D.

II. SCOPE OF WORK

To be finalized through negotiations between the District and Contractor following issuance of the Notice of Intent to Award and prior to execution of the Contract.

The final Statement of Work shall be based on the requirements set forth in the Request for Proposals (RFP) and Contractor's Proposal (Exhibit D) and, upon execution by both parties, shall supersede any preliminary scope, schedule, or implementation assumptions contained in Contractor's Proposal to the extent of any conflict.

III. SCHEDULE

Contractor shall complete delivery of the goods and performance of services in accordance with the Performance and Delivery Schedule contained in the final Statement of Work included herein.

IV. OTHER TERMS AND CONDITIONS

A. Data Protection and Privacy

Contractor shall implement and maintain technical and organizational measures to protect the confidentiality, integrity, and availability of all data processed under this Contract. This includes, but is not limited to:

1. Encryption of sensitive data at rest and in transit using industry-standard protocols.
2. Regular data backups to ensure operational continuity and disaster recovery.
3. Compliance with Oregon Revised Statutes (ORS) 646A.600-646A.628 (Oregon Consumer Identity Theft Protection Act) and other applicable state and federal data protection regulations.

B. Incident Response and Reporting.

In the event of a security incident or data breach affecting District's data or systems, Contractor shall:

1. Notify District within 24 hours of discovery, as required by ORS 646A.604.
2. Provide a detailed incident report within 72 hours, including the nature of the breach, affected data or systems, and mitigation steps taken.
3. If the breach affects more than 250 Oregon consumers, notify the Oregon Attorney General and provide a sample copy of the consumer breach notices, as required by ORS 646A.604.
4. Notify affected consumers in the most expeditious manner possible, without unreasonable delay, and no later than 45 days after discovery, in accordance with ORS 646A.604.
5. Adhere to the State of Oregon Information Security Incident Response plan for incidents involving state-regulated utility data.

C. Access Controls

Contractor shall implement strict access controls to ensure that only authorized personnel have access to the software and data. This includes the use of multi-factor authentication, role-based access controls, and regular review of access permissions.

D. Security Audits and Assessments.

Contractor shall conduct regular security audits and assessments, at least annually, to verify cybersecurity posture. If Contractor has obtained SOC-2 Type 2 certification or an equivalent industry-standard security assessment, a copy of the report shall be provided to District upon request. For services involving financial or personally identifiable information, Contractor must obtain and maintain a SOC-2 Type 2 certification or equivalent. Audit findings and remediation plans must be shared with District to ensure transparency and compliance.

E. Compliance with Laws and Regulations.

Contractor shall comply with all applicable cybersecurity laws and regulations, including but not limited to:

1. ORS 646A.600-646A.628
2. General Data Protection Regulation and California Consumer Privacy Act
3. Any other state, federal, or other relevant regulations governing critical infrastructure protection and data protection.

Contractor shall promptly notify Licensee of any changes in applicable laws or regulations that may impact the services provided under this Contract.

F. Third-Party Service Providers

Contractor shall ensure that any third-party service providers involved in the processing of District data comply with the same cybersecurity requirements outlined in this Contract.

Contractor shall be responsible for any breaches or incidents caused by third-party service providers.

G. Confidentiality and Non-Disclosure:

Contractor shall treat all information provided by District as confidential and shall not disclose such information to any third party without the prior written consent of Clean Water Services. This obligation shall survive the termination of this Contract.

H. Indemnification and Liability:

Contractor shall defend, indemnify and hold harmless Clean Water Services from any claims, damages, or losses arising from a data breach or security incident caused by the Service Provider's negligence or failure to comply with the cybersecurity requirements outlined in this Contract.

EXHIBIT B PAYMENT

1. Compensation. District will pay Contractor at the rates or fees in Exhibit D, except for travel expenses which will be reimbursed per Section 2 of this Exhibit B up to an amount not to exceed \$to be determined. District will reimburse Contractor at cost for all expenses not listed herein. Contractor may add markups or administrative fees to Contractor's expense reimbursement requests as set forth in Exhibit D.
2. Travel Policy. District will reimburse Contractor for travel expenses incurred in the performance of Contractor's services under this Contract only as follows:
 - a. Ground Transportation: Reimbursement is limited to the cost of renting an use economy-class vehicles (e.g., compact or midsize) unless a larger vehicle is pre-approved in writing by District due to business necessity.
 - b. Airfare: Reimbursement is limited to **round-trip coach class airfare**. Upgrades to business or first class will not be reimbursed unless medically necessary and pre-authorized.
 - c. Lodging: Hotel lodging expenses will be reimbursed up to the maximum **allowable daily lodging rate** as published by the U.S. General Services Administration (GSA) for the travel destination. Any amount exceeding the allowable rate is Contractor's responsibility unless pre-approved by District in writing.
 - d. Meals and Incidentals: Reimbursement for meals and incidental expenses will not exceed the daily per diem rates established by GSA for the travel destination. Reimbursements will be made on a per diem basis and will not require receipts, unless otherwise specified by District. Alcoholic beverages are not reimbursable.
3. Contract Not-to-Exceed Amount. District's total payment to Contractor under this Contract will not exceed \$to be determined.
4. Invoicing. Contractor will invoice District upon completion and acceptance of each task/milestone in Exhibit D. Vendor's invoices will contain a description of the task(s)/milestone(s) performed during the billing period, fees or rates applicable to each task(s)/milestone(s), an itemized description of the expenses incurred during the billing period, and the total amount billed. Contractor must indicate the total amount of the Contract, the total of the invoice, the total invoiced to date and the remaining Contract balance. District has 30 days after the receipt of Contractor's invoice in which to make payment.

EXHIBIT C
INSURANCE REQUIREMENTS SUMMARY FORM

Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance carried by District. A waiver of subrogation in favor of District shall be required on General Liability, Worker's Compensation and Automobile Liability coverage.

It is strongly advised that Contractors give this information to their insurance agent to verify that all requirements can be met.

1. COMMERCIAL GENERAL LIABILITY INSURANCE. Contractor shall at all times carry a Commercial General Liability insurance policy for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract. The policy shall name Clean Water Services, its directors, officers, employees, agents and volunteers, as an **ADDITIONAL INSURED by separate endorsement**.

☐ Not Required.

☒ **COMMERCIAL GENERAL LIABILITY INSURANCE** with limits of not less than:

☒ \$1,000,000/\$2,000,000

☐ \$2,000,000 / \$4,000,000

☐ Other: \$ _____ each occurrence / aggregate for Bodily Injury and Property Damage.

☐ **ADDITIONAL INSURED ENDORSEMENT** not required.

2. AUTOMOBILE LIABILITY INSURANCE. Contractor shall at all times carry Automobile Liability Insurance for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Clean Water Services, its agents, officers, elected officials and employees.

☐ Not required.

☒ **AUTOMOBILE LIABILITY INSURANCE** with a combined single limit per accident, or the equivalent of not less than:

☒ \$1,000,000

☐ \$2,000,000

☐ Other: \$ _____ each accident for Bodily Injury and Property Damage for Contractor's vehicles whether owned, hired, or non-owned.

☐ No requirement in excess of that required under state law.

☐ Automobile Liability Additional Insured Endorsement is not required.

3. PROFESSIONAL LIABILITY INSURANCE Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy.

☐ Not required.

☒ **PROFESSIONAL LIABILITY INSURANCE** with limits of not less than:

☒ \$1,000,000/\$2,000,000

☐ \$1,000,000/\$3,000,000

☐ \$2,000,000/\$4,000,000

☐ Other: \$ _____ each occurrence (or each claim if coverage is afforded on a claims made basis)/aggregate to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

4. ☒ WORKERS' COMPENSATION INSURANCE. Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the District for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$1,000,000/ \$1,000,000/ \$1,000,000.

OTHER: \$ _____

5. OTHER COVERAGE(S) REQUIRED

A. ☐ POLLUTION OR ASBESTOS LIABILITY INSURANCE with limits of not less than

☐ \$1,000,000

☐ Other: \$ _____ each occurrence (or each claim if coverage is afforded on a claims made basis)

AND

☐ \$1,000,000

☐ Other: \$ _____ in the annual aggregate to cover damages due to Bodily Injury, Property Damage and Environmental Damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs.

B. ☐ CYBER LIABILITY INSURANCE with limits of not less than

☐ \$1,000,000

☒ Other: \$ \$2,000,000 each occurrence to cover data losses caused by cyber attacks, viruses, other threats, paper transactions, crisis services and lawsuits that result from data breaches or your failure to protect sensitive information.

C. ☐ PRODUCTS COMPLETED OPERATIONS HAZARD ADDITIONAL INSURED ENDORSEMENT naming Clean Water Services, its directors, officers, employees, agents and volunteers with respect to liability for Bodily Injury and Property Damage.

D. ☐ BUILDER'S RISK \$ _____ Contractor to provide the additional coverage types and limits required on large construction projects, as outlined by the Risk Manager. The coverage requirements remain in place through the duration of the construction project. If the Builder's Risk policy renews annually during the construction project, any significant changes require District Risk Manager approval prior to implementation. District is to receive copy of new

policy with the approved changes and will attach to the original contract terms. Contractor with proof of payment and cost for coverage may be reimbursed at cost with no mark-up for the Builder's Risk coverage.

E. ☐ **OTHER** (describe coverage and limits):

NOTES:

Extended Reporting Coverage ("Tail Coverage"). For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage for thirty-six (36) months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of the Contract.

Maximum Deductible/Retention. Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of District. Contractor is responsible to pay any amounts within the deductible or retention amount.

Additional Insureds. Clean Water Services, its directors, officers, employees, agents and volunteers as additional insured must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.

Insurance Certificates. Contractor shall deliver to District, prior to the commencement of work, a certificate of insurance evidencing all policies required by this Contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Project Manager within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this Contract.

Subcontractor Insurance. Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this Contract, unless the requirement is expressly modified or waived by District.

EXHIBIT D
CONTRACTOR'S PROPOSAL RESPONSE TO RFP

Attachment B
Certifications and Representations Form
CISCO PBX PHONE SYSTEM TO MICROSOFT TEAMS PHONE SOLUTION
MIGRATION PROJECT

Proposer Name: _____

The undersigned acknowledges, attests and certifies that Proposer:

1. Has the authority and/or responsibility to submit a proposal and to represent the organization in all phases of this Request for Proposals (RFP) process.
2. Submitted the proposal in response to the specific language of the RFP and has made no assumptions based upon verbal or written statements not contained in the RFP or any Addenda, and that the information in the proposal is true and accurate to the best of their knowledge.
3. Is a ☐ Resident Proposer, ☐ Non-Resident Proposer, as defined in ORS 279A.120, of the State of Oregon.

ORS 279A.120 (2) states "For the purposes of awarding a public contract, a contracting agency shall:

(a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and

(b) Add a percent increase to the bid of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides."

"Resident Proposer" means a Proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the Proposer is a "resident Proposer". (ORS 279A.120 (b))

"Non-resident Proposer" means a Proposer who is not a "resident Proposer" as defined above. (ORS 279A.120 (a))

4. Acknowledges receipt of Addenda Nos. _____ through _____, inclusive. If no Addenda were received, write "None Received" in the first blank provided.
5. Agrees that the action of electronically submitting its response constitutes:
 - a. An electronic signature on the responses, generally,
 - b. An agreement to conduct business electronically,

- c. An electronic signature on any form or section specifically calling for a signature; and
 - d. An affirmative agreement to any statement in the solicitation that requires a definite confirmation or acknowledgement.
- 6. Will be liable for any expenses incurred by Proposer in preparing and submitting its proposal or in participating in the Proposal evaluation/selection process.
- 7. Furnish the designated item(s) and/or service(s) in accordance with the Proposal Scope of Work and Special Terms and Conditions within the time specified and requirements and will comply in all respects with the terms of the resulting Contract upon award.
- 8. Has not discriminated and will not discriminate in accordance with ORS 279A.110 against minority, women or emerging small business enterprises certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225, in obtaining any required subcontracts.
- 9. Certifies to the best of its knowledge and belief that neither it nor any of its principals:
 - a. Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting quotes or proposals by any federal, state or local entity, department or agency.
 - b. Have been convicted or had a civil judgment rendered against them within a three-year period preceding the date of this Certification Form for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, tax evasion, or receiving stolen property.
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 8 of this Certification Form.
 - d. Have had one or more contracts terminated for default by any federal, state or local public agency within a three-year period preceding the date of this Certification Form.
 - e. Have had a judgment entered against the Proposer or its principals arising out of performance of a public or private contract within the five-year period preceding the date of this Certification Form.
- 10. Certifies each item below (Mandatory Responsibility Criteria (ORS 279B.110)):
 - a. **Adequate Financial Resources** — Proposer has sufficient financial capacity to perform the contract.
☐ YES ☐ NO (explain on a separate page)

- b. **Satisfactory Performance Record** — Proposer has a record of successful contract performance.
☐ YES ☐ NO (explain on a separate page)
- c. **Integrity & Business Ethics** — Proposer has a satisfactory record of integrity.
☐ YES ☐ NO (explain on a separate page)
- d. **Legal Eligibility** — Proposer is legally qualified to contract in Oregon and is not debarred or suspended.
☐ YES ☐ NO (explain on a separate page)
- e. **Insurance Requirements** — Proposer can meet all insurance requirements specified in the RFP.
☐ YES ☐ NO (explain on a separate page)
11. Has arrived at this Proposal independently and has submitted it without any collusion designed to limit independent bidding or competition. Proposer and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to submitting a proposal on any public contract.
12. Has designated any trade secret or confidential information, as these terms are defined in ORS Chapter 192, in its Proposal as required by the RFP. Proposer agrees that the District may release the entire Proposal to any person submitting a public records request if the proposal contains no designations.
13. Shall comply with the prohibitions set forth in ORS 652.220 prohibiting discriminatory wage rates based upon an employee's membership in a protected class and acknowledges that compliance is a material element of the Contract and failure to comply is a breach that entitles the District to terminate the Contract for cause.
14. By signing below hereby attests or affirms under penalty of perjury: That I am authorized to act on behalf of the Vendor in this matter, that I have authority and knowledge regarding payment of taxes, and that Vendor is to the best of my knowledge, not in violation of any Oregon Tax Laws. For the purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150; ORS 403.200 to 403.250; ORS Chapters 118, 314, 316, 317, 318, 320, 321, 323, the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.
15. Proposer's Employers Federal Tax Identification Number (EIN): _____

I understand that Clean Water Services may verify any information submitted and that providing false or misleading information may result in rejection of the proposal or termination of any resulting contract.

Date: _____

Signature: _____

Name: _____ (Please type or Print)

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Oregon Business Registry Number: _____