



REQUEST FOR PROPOSAL

Taos Municipal School District
310 Camino de la Placita
Taos, NM 87571

Request for Proposal VoIP and Unified Communications

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Taos Municipal District (TMSD) is soliciting competitive written proposals from qualified organizations for a managed and unified Voice over Internet Protocol (VoIP) Phone service. By issuing this RFP for phone service and collecting responses, TMSD is under no obligation to accept proposals or to proceed with the services requested and reserves the right to reject any or all proposals and to accept the proposal the district considers the most advantageous.

TMSD reserves the right to cancel this procurement at any time. TMSD reserves the right to negotiate with any company/supplier submitting a response to alter, clarify, or further enhance the company's proposals and/or any contract arising out of the acceptance of the response.

Background

The Taos Municipal School District consists of approximately 2,600 students. The district is housed in seven building complexes in the cities of Arroyo Seco, NM (one elementary school), Ranchos de Taos, NM (one elementary School and Food Warehouse), Taos, NM (one elementary school, one junior high school, one high school and one administration building).

TMSD currently has a ShoreTel VoIP phone system which provides 438 extensions plus mailboxes and utilizes PRI circuits for access. There are 6 locations in the district. The administration building has 28, Enos Garcia Elementary has 64, Ranchos Elementary has 46, Arroyos del Norte Elementary has 24, Taos Middle School has 67, Taos High School has 88 and the Food Warehouse has 3. The final total and count per site will be released at bid acceptance. The demarc for the PRIs is located at Taos High School.

Scope of Work

TMSD seeks a unified, managed Hosted VoIP telecommunications system and services that provides the same and additional enhanced capabilities of the current phone system to all of TMSD buildings and departments. Proposals should include all costs to implement the project with the following minimum specifications:

Specifications for new phone system:

- a) Proposer will provide a hosted VoIP solution for 320 users and 320 DIDs.
- b) Proposer's solution will be "Turnkey" (to include handset options) with all hidden monthly costs explained upfront.
- c) Turnkey solution will include project management to include, full implementation of user assignments of device, extension, voicemail and when relevant softphone or advanced feature sets.
- d) Proposer will have the ability to register E911 address specific to a suite/room number (per DID) and will perform initial setup for all lines.
- e) Proposer must include setup for dial plan (call flow and routing)
- f) Proposer must include option(s) for virtual fax
- g) Proposer must include option(s) for conference calling and transcription
- h) Proposer will own and operate its own hosted voice (VoIP) environment (e.g. no "white labeling" another vendor's voice solution).
- i) Proposer's service will include wireless network backup to allow voice to remain active during an internet outage (TMSD understands that a power outage would affect internet-based voice services)
- j) Proposer voice service (VoIP) will have a web-based user interface with varying levels of administrative access and control

- k) Proposer will be expected to support QoS (quality of service) on a primary internet circuit already installed by TMSD. This should be done via a gateway and/or local appliance(s).
(Managed Software Defined WAN Equipment)
- a. This equipment must also have a web-based user interface for TMSD
- l) Proposer shall have network engineering support 24 hours per day, 365 days per year.
- a. This support will be at no additional cost to TMSD
- m) Proposer will not mandate a hardware model or appliance or expect TMSD to buy hardware through Proposer
- n) Proposer will include pricing for hardware models or appliance as an option for TMSD to buy hardware through Proposer
- o) Proposer must include both technical and end user training in their proposal
- p) Proposer's pricing shall be quoted as a cost per month (TMSD understands taxes and fees are additional)

Performance Standards

Proposals must provide an estimated project timeline (not actual dates, but an estimated number of days to complete). A Project Manager should be assigned to the school district for a single point of contact.

Vendor must provide the District with lists of inventory of all equipment which includes serial numbers, make/model, MAC Addresses, etc. Project managers should provide notice of shipment of material if shipping directly to TMSD. All service must be functional by an agreed upon completion date as stated in the contract.

The vendor must comply with all applicable Federal, State, and Local laws, rules, licenses, and requirements.

Award Process:

It is NOT the policy of TMSD to purchase or enter into an agreement on the basis of low proposal price alone. In evaluating proposals submitted, the following considerations will be taken into account to determine the best value for the district:

- the purchase price
- the reputation of the vendor and the vendor's goods and services
- vendor references, preferably including success with a comparably sized organization
- the quality of the vendor's goods and services
- the extent to which the goods and services meet the district's needs
- the vendor's past relationship with the district
- the impact on the ability of the district to comply with the laws and rules relating to historically underutilized businesses
- the total long-term cost to the district to acquire the vendor's goods and services (TCO)
- support
- warranty
- conformity to quote specifications
- integration with existing network infrastructure
- time frame to deliver services

In addition to the Representation and Certification document included in this procurement package, all vendors should include information in their proposals pertaining to each of the criteria noted above with sufficient detail.

Summary of Requirements

The new managed and unified Voice over Internet Protocol (VoIP) Phone service should provide a uniform communication system for all TMSD facilities and shall be expandable at the convenience of TMSD. The new system must provide a single system in terms of dialing, feature access, and administration. Vendor must allow reduction of service that will reflect in a lowering of monthly cost.

Feature Set

The list below is a partial list of features that have been requested. It is provided as a baseline and as a starting point for the expected operations of the system. TMSD expects the successful vendor will have had experience with schools of TMSD's size and scope and will be able to provide consulting advice, input and insight into what other organizations are using and to provide suggestions that will enhance the usability and functionality of the system including recommended user training. Provide a planned implementation timeline. Please identify which features are standard and which are added cost.

Unified Messaging

Fax/eFax Management/Fax to Email/Fax Server

Automatic Call Back

Remote Maintenance/Administration

Call Waiting

Voice Mail

Call Forward Busy/No Answer

Voice Mail Forward to Email and/or Text

Call Redirect

Soft Phone Options and Features

Call Hold/Release

Music on Hold

Call Park/Pickup

Call Recording

Call Transfer

Remote Handsets

Calling Line ID Name & Number

Call Waiting Caller ID Name & Number

Multiple Call per Line Appearance

Speaker Phone Capable

Extension Dialing between Locations

Auto/Speed Dial

Numbers assigned to staff without handsets

Auto Answering at certain hours of the day

DTMF Integration with overhead

Paging system Capable

Active Directory Integration

Provide feature/cost comparison of 100MB and 1GB capable handsets

It is the intent of this proposal to have a system that has failover capabilities in case of system failure and to have an acceptable level of redundancy in case of power failure or other incident. Please provide your solution to assure the system is operational 24/7/365.

Cable

The vendor will provide cable from the wall to the phone. As the installation is expected to be “in-line” with the handset/endpoint existing between the wall jack and a computer, any additional cabling will be provided by the vendor. The respondent will be responsible for wiring connections from the phone system to any communications equipment utilizing the phone system. Any additional cabling/wiring needed by the respondent to complete the installation should be included as part of the RFP response.

Additional Terms

1. TMSD reserves the right to waive or take exception to any part of the specifications noted in this packet when in the best interest of the District.
2. Payment terms will be net thirty (30) days after acceptance of delivery or signed receipt or correct invoice, whichever comes later.
3. All packing lists, freight bills, invoices, etc., shall reference the district’s purchase order number.
4. Prices must include any and all delivery charges, if applicable.
5. Deliveries will be F.O.B. destination, freight prepaid to any District location.
6. Awarded vendors, for this installation of equipment, within these specifications, must have personnel with the required experience, training, and skill to install complete and working VOIP communications system, in compliance with the hereinafter listed Codes and Standards. The Proposer will be required to furnish acceptable evidence, as determined by TMSD, of having installed a minimum of (3) three VOIP Communication Systems similar to that being proposed, under these specifications.
7. In addition to compliance with all applicable codes and standards, the work performed shall comply with the high standard of quality workmanship required by TMSD. All work areas shall be maintained in a state of cleanliness and orderliness at all times, all labeling and marking shall be performed in a clear and legible manner, and all coordination, with interface points between this work and the work performed by other trades, shall be performed in a professional and workmanlike manner. All work shall be tested as detailed within this specification, and documented test results shall be provided to the Director of Technology or designee.
8. Only new parts or materials from reputable suppliers may be used, as determined by TMSD
9. If the Proposer does not manufacture the system being proposed, the Proposer must provide information showing their length of commitment to the product, the date the company began marketing the product, and the support received from the manufacturer. This must include a description of the support received with regard to technical response time and replacement parts turnaround time.
10. TMSD is a political subdivision of the State of New Mexico, and as such all information and documentation in its possession, custody or control is subject to the

requirements of the New Mexico Public Information Act. You understand that by submitting this proposal, to include all supporting documentation, it is in the possession of the District. Therefore, TMSD must and will provide all procurement and proposal submittal information to any third-party that submits a Public Information Act request for the documents, with the exception of vendor financial statements.

11. In any resulting contract from this procurement, language shall be included that provides that in the event funds are not appropriated by the TMSD's governing body in any fiscal period for payments due under this contract, then the District will immediately notify the successful proposer(s), or their designee(s), of such occurrence and this contract will terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to TMSD of any kind whatsoever, except as to the portions of the contract or other payments herein agreed upon for which funds will have been appropriated and budgeted or are otherwise available. Additionally, TMSD reserves the right to terminate any resulting contract including, but not limited to, non-performance with thirty (30) days written notice.

REPRESENTATION AND CERTIFICATION

By submitting this offer, the vendor certifies that he/she is a responsible authorized officer of the company and certifies the accuracy of the following statements:

- a. Represents that to the best of its knowledge it is not indebted to TMSD. Indebtedness to the District shall be basis for non-award and/or cancellation and/or termination of any award.
- b. By signing this proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 entitled "Debarment and Suspension."
- c. A person or business entity that enters into a contract with a school district must give advance notice to the district if the person and/or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required this contract. The district must compensate the person or business entity for services performed before the termination of the contract.

1.1 Schedule of Events

TMSD intends to initiate services July 1, 2018.

TMSD plans to enter into a 36 month term agreement with 12 month renewals thereafter that includes terms and conditions satisfactory to TMSD, noting TMSD's ability to terminate an agreement due to non-appropriation of funds without penalty and/or termination for any reason without penalty with 30 days notice.

The following is the estimated schedule of events for this project. The schedule may change depending on the results of the responses and a final schedule will be established prior to contracting with the successful Vendor.

EVENT	DATE
1. Release of RFP	April 25, 2019
2. RFP questions due	April 29, 2019
3. Proposals due	May 6, 2019 (before 3:00pm MDT)
4. Evaluation of Responses	May 13, 2019 (1:00 pm MDT)
5. Award Bid	May 21, 2019
6. Board approval and contracts	May 21, 2019
7. Installation of equipment and software (if applicable)	June 7-30, 2019
8. Installation and configuration complete	July 1, 2019

II TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL (“RFP”)

2.0 Response Submissions

Proposals must include one digital copy in pdf format in addition to one original and three paper copies of the full proposal.

Response to this RFP, including the digital copy, must be submitted in a sealed package and delivered via a trackable delivery service or personally, on or before **May 6, 2019, at 3:00pm MDT**, to

VoIP and Unified Communications RFP
Attention to: Jeffrey Everett Technology
Director Taos Municipal School District
310 Camino de laPlacita
Taos, NM 87571

The response packages will be **opened at 4:00pm MDT on May 6, 2019** at the same location.

The District is not responsible for delivery failure by the mail service. It is the sole responsibility of the respondents to ensure their responses arrive in a timely manner. The District reserves the right to reject all late arrivals. The Vendors must submit three (3) copies of proposal and proposal on a USB drive along with any unique maintenance contracts.

2.1 Costs Associated with Preparation of the Vendor’s Response

The District will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

2.2 Questions

Questions concerning the RFP should be directed to Jeffrey Everett, Director of Technology, via email at jeffrey.everett@taoschools.org and clearly marked “VoIP Phone Service RFP” in the subject line on or before one week prior to the closing date of the RFP. Responses to all material questions will be communicated via email to all known interested parties within 24 hours of submission.

2.3 Proposal Binding Period

Prices quoted in the Vendor’s response for all labor and materials will remain in effect for a period of at least ninety (90) business days from the closing of the RFP.

2.4 Omissions

Omission in the proposal of any provision herein described shall not be construed as to relieve The Vendor of any responsibility or obligation requisite to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

2.5 Price Quotations

Price quotations are to include the furnishing of all materials, equipment, maintenance and training manuals, tools, and the provision of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the Contract Documents. The District will not be liable for any costs beyond those proposed herein and awarded, including, but not limited to, any unforeseen costs related to this project. Time and materials quotes will be unacceptable.

2.6 Variation in Quantities and Configurations

Equipped and capacity requirements are the best estimates currently available. The District reserves the right to modify quantity and configuration requirements. The Vendor agrees to sell The District the revised quantity of items at the unit price as stated in the response to the RFP regardless of quantity changes.

2.7 Project and Service Lead

The Vendor will provide a Project Lead and Service Lead who will act as a single point of contact for all activities regarding the initial project and ongoing service. The Project Manager will be required to make on-site decisions regarding the scope of the work and any changes required by the installation work. The Project Manager will be entirely responsible for all aspects of the work and shall have the authority to make immediate decisions regarding implementation or changes to the work. The Service Lead will be responsible for ongoing service and support related to the contract.

2.8 The Vendor Qualifications

2.8.1 Experience

The Vendor must submit a written statement of qualifications documenting the following areas of experience:

The selected Vendor shall be fully capable and have at least 5 years' experience in implementation and support of VoIP service and support systems as well as any specified networking equipment, specifically any electronic devices providing connectivity for network devices. To ensure the system has continued support, The District will contract only with Vendors having a successful history of sales, installation, service, and support. During the evaluation process, The District may, with full cooperation of The Vendors, visit The Vendors' places of business, observe operations, and inspect records.

2.8.3 References

The District may, with full cooperation of The Vendors, visit client installation to observe equipment operations and consult with references. Specified visits and discussion shall be arranged through The Vendors; however, The Vendor

personnel shall not be present during discussions with references. The Vendor must provide a minimum of five (3) reference accounts at which similar work, both in scope and design, have been completed by The Vendor within the last five years.

2.9 Equal Employment Opportunity

In connection with the execution of this Contract, The Vendors and subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin or marital status. The Vendors shall take affirmative action to ensure that minority and disadvantaged applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, age, national origin or marital status. Missouri Targeted Small Businesses are eligible to bid this project.

2.10 Safety

The Vendor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Vendor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations and standards. The Vendor shall indemnify and hold harmless The District from and against all liabilities, suits, damages, costs and expenses (including attorney's fees and court costs) which may be imposed on The District because of The Vendor, subcontractor, or supplier's failure to comply with the regulations stated herein.

2.11 Patents and Royalties

The Vendor, without exception, shall indemnify and hold harmless The District and its employees from any liability of any nature or kind, including costs and expenses for or on account of any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by The District. If The Vendor or subcontractor uses any design, device, or materials covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

2.12 Indemnification

The Vendor shall indemnify and hold harmless The District, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequence of any negligence (excluding negligence by The District, its agents or employees) in connection with the same; or by use of any improper materials or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants or employees. The Vendor further agrees to indemnify and hold harmless The District, its agents or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by The Vendor, its agents, associates, or employees.

The indemnification provided above shall obligate The Vendor to defend at its own expense or to provide for such defense, at The District's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against The District which may result from the operations and activities under this Contract whether the installation operations be performed by The Vendor, subcontractor, or by anyone directly or indirectly employed by either.

The award of this Contract to The Vendor shall obligate The Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

2.13 Liability and Insurance

The Vendor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance.

2.13.1 Insurance Coverage

The Vendor shall be fully liable to provide and maintain in force during the life of this Contract, such insurance, including Public Liability Insurance, Product Liability Insurance, Auto Liability Insurance, Workman's Compensations and Employer's Liability Insurance as will assure to The District the protection contained in the foregoing indemnification provision undertaken by The Vendor. Such policies shall be issued by United States Treasury-approved companies authorized to do business in the State of New Mexico, having agents upon whom service of process may be made in The District's name, and shall contain as a minimum, the following provisions, coverages, and policy limits of liability.

2.13.2 General Liability

The Vendor will have General Liability Insurance as shall protect The District, The Vendor, subcontractor, agents, and employees from claims for damages. The limits of liability provided by such policy shall be no less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit bodily injury and property damage, and an amount not less than Two Million Dollars (\$2,000,000.00) for damages on account of all occurrences.

2.13.3 Product Liability

The Vendor will have Product Liability or Completed Operations Insurance with bodily injury limits of liability of not less than One Million Dollars (\$1,000,000.00) per person; One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate.

2.13.4 Auto Liability

The Vendor will have Auto Liability Insurance with bodily injury limits of not

less than One Million Dollars (\$1,000,000.00) per occurrence and property damage limits of not less than One Million Dollars (\$1,000,000.00).

2.13.5 Workman's Compensation & Employer's Liability

The Vendor will have Worker's Compensation and Employer's Liability Insurance with minimum limits as required by the State of New Mexico but in no case less than One Hundred Thousand Dollars (\$100,000.00).

2.13.6 Claims

In any and all claims against The District or any of their agents or employees by any employee of The Vendor, any subcontractor, or anyone directly or indirectly employed by any of the contracting parties or anyone for whose acts any of them may be liable, the indemnification obligation under indemnification shall not be limited in any way by any limitation on the amount or types of damages, compensation acts, disability benefit acts, or other employee benefit acts.

2.13.7 Contractual liability

The District shall not be responsible for loss or damages to vendor's property either on or off The District's premise. The vendor is solely responsible for loss or damage to shipments and deliveries of all equipment and materials until turnover of finished project. The vendor shall be one hundred percent (100%) responsible for their personnel and personal property.

2.13.8 Personal Injury

The Vendor shall procure and maintain adequate personal injury insurance to protect the vendor's personnel and The District against damages for bodily injury including death that may arise from operations under this contract. Also the Vendor's insurance shall cover the Vendor's subcontractors, and/or anyone directly or indirectly employed by the Vendor.

2.14 Bonding

2.14.1 Performance and Payment Bonding

Within seven (7) days after notice of award, The Vendor is required to have valid Performance and Payment Bonds in force covering the work performed up to the acceptance by The District. The Bonds must be in the amount of one hundred (100) percent of the Contract amount, guaranteeing to The District the completion and performance of the work covered in such as well as full payment of all suppliers, agents, laborers, or subcontractors employed in the performance of the project. Such Bonds shall be in a form and with a surety acceptable to The District and shall provide for the protection of all persons supplying labor or materials used for the performance of the work. Purchase order(s) will not be issued until on hundred (100) percent payment bonds are received.

The Vendor agrees to keep such Bonds, or a replacement thereof, in force at all times during the course of the performance under this project. In addition to the foregoing requirements, such bonds shall contain provision, whether by attaching endorsements or supplemental agreements, guaranteeing to The District the successful completion of the project. The Vendor may comply with the requirements of this provision by causing said Bonds to specifically name The District as one of the parties to whom the protection afforded by said Bonds is extended or as an alternate, may furnish The District with a separate Performance Bond meeting the same criteria.

2.15.1 Proposal Preparation and Submission Requirements

2.15.1.1 Authorized Representative

All proposals must be signed by an authorized representative of the Vendor. All information requested must be submitted. Failure to submit all information requested may result in the exclusion of the submitted proposal from consideration, a lower score in the evaluation of the proposal, or the reviewing parties requesting the missing information.

2.15.1.2 Proposal Preparation

Submitted proposals should be written in a concise simple manner, providing a straight forward solution to the RFP. Respondents should focus upon providing the most cost effective yet technologically sound solution to the district.

2.15.1.3 Proprietary Information/Trade Secrets

All submitted data, including information prepared for the district in response to this RFP will exclusively belong to The District. The information will be open to public inspection as required by law. Any trade secrets or proprietary information will not be disclosed to the public; however, such information should be brought to the attention of the district with adequate reason for such withholding.

2.15.2 Oral Presentation

Respondents to the RFP may be required to give an oral presentation of their proposal to The District. The purpose of the oral presentation will be for the Vendor to elaborate on their proposal and to provide clarity for members of The District. No negotiation will take place at presentation of equipment and system presentation. The time and date of the presentation, if required, will be announced. Oral presentations are solely an option for the district and may or may not be conducted.

2.15.3 Specific Requirements

Vendors should provide a thorough and as detailed proposal as possible such that The District will have the proper information by which to evaluate responses. Specifically, Vendors are required to submit the following information as a complete proposal: The documents should be prepared, labeled and arranged as follows:

- I Cover Letter**
- II Formal Vender response to RFP with detailed Scope of Work and Cost Breakout**
- III Contract with Signature Page**
- IV References**
- V Additional Vendor information**
- VI Vendor Response Security (Bid Bond) and W-9 form (if applicable)**

Proposals should address the following items in above format:

- Vendor overview, qualifications and experience implementing proposed system
- Responses to RFP required needs
- Proposed Solution clearly indicating which of the three primary options the proposal is in response to.
- One to three year contract options. Annual contract renewal on July 1st.
- All costs, licensing information for installation and expected yearly renewals shall be disclosed. Clearly broken down into parts
- Product Literature/Media
- Vendor References
- Bond and Vendor W-9 Form (dated within current calendar year)
- Description of vendor staff, hours of work, duties, responsibilities, and
- For responses including equipment
 - Description of equipment provided, expectation of reliability, and replacement cycles.
 - Solution for existing equipment if Vendor is providing equipment

2.16 Evaluation and Award of Responses

The District may at its discretion and at no fee to The District, invite any Vendor to appear for questioning during response evaluation for the purpose of clarifying statements in the response.

2.16.1 Right to Reject

The District reserves the right to accept or reject all proposals or sections thereof. In addition, The District reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that The Vendor can propose.

2.16.2 Evaluation Criteria

The criteria for selection of The Vendor will entail several specific considerations. The District reserves the right at any time to request documentation or additional information/clarification on any of the following but not limited to: Vendor qualifications; Vendor understanding of the project scope of work and overall goal; Vendor compliance with specifications detailed in RFP; Vendors demonstrated ability to perform.

2.16.3 Award of Project

The District will select and award the project to a single Vendor felt best meeting the evaluation criteria. Price will not be the only consideration.

The District reserves the right to cancel this RFP, reject submitted proposals or portions of proposals at any time prior to the awarding of the project. The District is not required to provide a statement of reason as to why any proposal is deemed as not being most advantageous to the goals of The District. The District is not obligated to commit to any products or services as a result of the publication of this document. All proposed solutions will be presented to The District for final approval. The District reserves the right at any time to reject portions of this project.

2.17 Special Conditions

The facilities are academic in nature and thus activities in all customer facilities will not be interrupted by The Vendor's work activities. The computer systems associated with this work will not be taken off-line or removed from service during normal working hours. Arrangements must be made by The Vendor to coordinate any such activities. The Vendor will be required to work around all of the conditions listed above as well as working with The District staff to minimize disruptions to normal customer activities.

2.17.1 Contract Modification

The Vendor agrees that all contract modifications (change orders) are to be submitted in writing to the Project Coordinator no less than five (5) days before work on modified areas is to take place. Any extension of contract dates will be discussed between the Project Manager and the Project Coordinator and placed in writing on the contract modification. Price markup for contract modifications shall not exceed five (5) percent of the comparable material and labor breakout on the response form in section IV for the Prime Vendor and ten (10) percent for Subcontractors.

2.18 Cancellation

In the event provisions of the RFP are violated by The Vendor, The District may give written notice to The Vendor stating the deficiencies and unless deficiencies are corrected within five (5) working days, recommendations will be made to The District for immediate cancellation. The District reserves the right to terminate immediately any contract resulting from this RFP for failure to correct deficiencies.

2.19 Performance Liability

In the event the Vendor does not complete the project by **the date listed in timeline**. The District reserves the right to deduct from the final payment five hundred dollars (\$500.00) per day until the project is complete. Performance penalties will not be incurred due to weather events or other unforeseen events by the District.

2.20 Advertising

The Vendor agrees not to use the results from this RFP as a part of any commercial advertising without prior written approval of The District.

III. EVALUATION CRITERIA MATRIX

Vendors will be weighed according to the below matrix.

Taos Municipal School District Evaluation Criteria Matrix		
Factor	Points Available	Vendor Score
Total Value and Price of Proposal	30	
Proposal meets district goals and needs	25	
Compatibility of systems	20	
Vendor in Good Standing and Local/In-State Vendor preference	15	
Complete Bid Packet	10	
Totals	100	

IV. LOCATION ADDRESSES

Taos Municipal School District Central Office
310 Camino de la Placita
Taos, NM 87571

Arroyos del Norte Elementary
405 Hondo Seco Rd
Arroyo Seco, NM 87514

Ranchos Elementary School
200 Ranchos Road
Ranchos de Taos, NM 87557

Enos Garcia Elementary School
305 Don Fernando St.
Taos, NM 87571

Taos Middle School
235 Paseo del Canon East
Taos, NM 87571

Taos High School
134 Cervantes St.
Taos, NM 87571

Taos Food Warehouse (Student Nutrition Services)
4048 State Road 68
Ranchos de Taos, NM 87557