

**Solicitation MCSD 021-001**

**Time Management System**

**Bid Designation: Public**

**Murray City School District**

## Time Management System

Bid Number            Bid 021-001  
 Bid Title              Time Management System  
  
 Bid Start Date        In Held  
 Bid End Date         June 30, 2021 3:00 PM MDT  
 Question &  
 Answer End Date     June 23, 2021 12:00 PM MDT  
  
 Bid Contact:         David Roberts  
                               Director of Support Services  
                               Purchasing Director  
                               droberts@murrayschools.org  
  
 Contract Duration    **5 years**  
 Contract Renewal    4 annual renewals  
 Prices Good for      **1 year**

### Bid Comments:

The purpose of this Request for Proposal is to solicit competitive sealed proposals from responsive and responsible company(s) to supply a time management system that can handle 950+ employees for Murray City School District located in Salt Lake County Utah. This is a multi-stage best value RFP process.

## Item Response Form

Item                    **MCSD 021-001 - See RFP Documentation**  
 Quantity              **3 each**  
 Prices are not requested for this item.  
 Delivery Location    **Murray City School District**  
                               Murray City School District  
                               5102 S. Commerce Drive  
                               Murray, UT 84107  
                               **Qty 3**

### Description

See RFP Documentation



Murray City School District  
*We Are Murray*

# **REQUEST FOR PROPOSAL**

## **For**

### **Time Management System**

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*Released: June 10, 2021*

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**MCSD 021-001**  
**Due June 30, 2021**  
**3:00 PM**

**Murray City School District's Webpage:**  
**[www.murrayschool.org](http://www.murrayschool.org)**

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**MURRAY CITY SCHOOL DISTRICT  
REQUEST FOR PROPOSAL  
Time Management System  
MCSD 021-001**

**I. NOTICE OF REQUEST FOR PROPOSAL**

**A. OBJECTIVE**

The purpose of this Request for Proposal is to solicit competitive sealed proposals from responsive and responsible company(s) to supply a time management system that can handle 950+ employees for Murray City School District. This is a multi-stage best value RFP process.

**B. OVERVIEW OF DISTRICT**

Murray City School District has provided education to the students of Murray City since 1906. Murray City School District is located right in the heart of Salt Lake County with over 6,000 students in 10 schools and 4 additional district buildings.

**C. ISSUING OFFICE AND RFP REFERENCE NUMBER**

Murray City School District's Purchasing Department is the issuing office for this document and all subsequent amendments relating to it. The reference number for the solicitation is MCSD 021-001. This number should be referred to on all proposals, correspondence, and documentation relating to the RFP.

**D. TIMELINE FOR RFP - All dates are subject to change.**

June 10, 2021 RFP Solicitation Issued  
June 25, 2021 Deadline for Questions and Answers  
June 30, 2021 3:00 pm Due Date & Time for RFP  
July 7, 2021 Evaluation of Proposals process starts  
July 14, 2021 Possible Formal Interviews  
July 16, 2021 Possible Award Decision made

**E. CONTRACT TERMS AND CONDITIONS/DURATION**

Contract award(s) shall result in a one-year contract with four additional one-year renewal options, unless terminated early by the breach of either party or by mutual agreement of the parties. The District reserves the right to cancel contract(s) at any time with cause upon thirty (30) days written notice. Either party may terminate contract(s) without cause upon sixty (60) days written notice. In the event of early termination, the District reserves the right to enter into negotiations with additional offerors without the need to re-issue and conduct a formal RFP process. In the event of early termination, the offeror agrees to complete all projects "in-process" regardless of the date of contract termination. Offeror shall be compensated for all completed work in accordance with the original contract terms as may be amended.

Bids shall be accepted unconditionally, without alteration or correction. The procurement officer shall reject a bid that is not responsive or responsible. A bid that is not responsive includes a bid that: is conditional, attempts to modify the bid requirements, contains additional terms or conditions, fails to conform to the requirements or specifications of the invitation for bid. A bid that is not responsible includes a bid where the procurement officer reasonably concludes that the bidder or an employee, agent, or subcontractor of the bidder, at any tier, is unable to satisfactorily fulfill the bid requirements.

All quoted fees and rates shall be fixed against escalation for a minimum of one (1) year from the effective date of the contract. Requests for escalation shall not occur more frequently than one (1) request during each 365-day interval. All proposed increases are subject to review and shall not exceed the average percentage increase reported by the Department of Labor's Producer Price Index (PPI). All price decreases must be immediately passed to the District. This contract is expected to begin in August 2021.

#### **F. QUESTIONS AND ANSWERS**

**Please submit all procurement-related questions or proposal specifications clarification requests to [droberts@murrayschools.org](mailto:droberts@murrayschools.org) with Murray City School District.** All questions and answers will be sent back by email and can be shared. No other Murray City School District employee, Board Member or evaluation committee member should be contacted concerning this RFP, during the selection process. Failure to comply with this requirement may result in disqualification.

#### **G. AMENDMENTS**

Any amendments issued prior to the submittal deadline shall become part of the Request for Proposals and any information required shall be included in your offers. Amendments will be posted electronically on the District's webpage.

#### **H. AWARD OF PROPOSAL**

In accordance with the State of Utah Procurement Rules, this RFP will be handled in accordance with the rules of a multi-stage, best value sealed RFP process. The District also reserves the right not to purchase any product.

The District, at its sole discretion, shall determine the successful offeror(s) based on the scoring results from pre-established evaluation criterion. Award of this RFP will be based on most advantageous (best value) proposals and responsiveness to the solicitation. Considerations may include factors such as; local presence, experience, performance ratings, past performance issues, inspection, testing, quality, workmanship, references, time and manner of delivery, delivery charges, cash payment term discounts, financial stability, suitability for purpose, location of offeror's warehouse, and other relevant factors to reduce overall expenses to the District and/or increase levels of service. The District reserves the right to waive any irregularities and informalities or to reject any or all offers submitted to the District. The District reserves the right to make award(s) deemed to provide best value to the District.

Stage One - Company must answer all questions listed on the Pass/Fail criterion to move forward to the next stage of the process (See Pass/Fail Form). If a "No" answer is given an explanation must be given. This is the prequalification stage. A "NO" answer may disqualify your proposal.

Stage Two - All technical bids meeting minimum Pass/Fail criteria shall be evaluated according to pre-established weighted criteria. Technical bids will be deemed to be either "acceptable", "potentially acceptable", or "unacceptable". "Unacceptable" bids shall receive no additional consideration. Bidders of "potentially acceptable" bids may be required to provide additional information as requested. Only company(s) providing "acceptable" technical bids shall be considered for possible advancement to further stages. Evaluation shall be by individual rating/scoring or by group consensus or another method as deemed in the District's best interests. You must score a minimum of 75% of the points possible to advance to the next stage of the process. If the next stage is formal presentations, you must score a minimum of 75% of the points possible from this stage to advance. Only those companies that have advanced will have their pricing evaluated. The Cost Score Calculation Formula to be used is:  $\text{Cost Points} \times (2 - \frac{\text{Proposed Cost}}{\text{Lowest Proposed Cost}})$ . Cost will be worth 30 Points.

**I. SUBMISSION OF PROPOSAL**

**Proposals Submitted in a Timely Basis.** Proposals should be submitted electronically by email to droberts@murrayschools.org, by **July 30, 2021 at 3:00 pm MST**. Any proposal received after that deadline or delivered to a different location other than specified below will be deemed non-responsive and will not be considered for evaluation.

**J. INVOICE AND PAYMENTS**

Invoicing and Billing: The successful offeror shall submit an invoice at the time product is delivered. Murray City School District's standard payment terms is Net 30 Days. Discount terms offered for earlier payment must be notated in the proposed offer. Murray City School District reserves the right to accept or reject any other payment terms offered.

**K. PROTECTED / PROPRIETARY INFORMATION**

Protected information R33-7-107(1) If an offeror submits a proposal that contains information claimed to be business confidential or protected information, the offeror must submit two separate proposals: (a) One redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and (b) one non-redacted version for evaluation purposes clearly marked as "Protected Business Confidential. An entire proposal may not be designated as "Protected" "Confidential" or "Proprietary.



## II. EVALUATION

### EVALUATION CRITERION

The process of award will be by committee. The committee will base their evaluation on the criteria listed below and then applying the score based on the weighted value of each criterion defined.

Scoring shall be 1-5

1= Poor, inadequate, fails to meet requirement

2= Fair, only partially responsive

3= Average, meets minimum requirements

4= Above average, exceeds minimum requirements

5= Superior

Please specifically address the following areas in your response proposal

- 1) Prior experience in working with K-12 organizations – 25 Points possible
- 2) Post Implementation Support – 20 Points possible
- 3) System Implementation plan – 15 Points possible
  - a. Timeline
  - b. Estimated time needed from district programming staff
  - c. Bio and experience of proposed implementation team
  - d. Vendor support during implementation period
  - e. File formats and process for import/export of data between systems
- 4) A minimum of 5 references, preference to school districts, currently using the system with at least 1 having a minimum 3,000 employees and priority should be given to school districts from within the State of Utah– 10 Points possible
- 5) Cost/ overall cost- including initial cost setup/migration and annual payment costs over the life of the contract– 30 Points possible

### **III. PROPOSAL FORMAT**

#### **Upload as Tab 1: Pass/Fail Form**

This form (attached appendix "A") should be filled out entirely and uploaded.

#### **Upload as Tab 2: Company Information & History (3 pages Maximum)**

This information should include: a) an introduction of the company, including name, address, telephone number and email address of a primary contact and others authorized to deal with this proposal response; b) A general statement of interest and what sets your company apart from other potential respondents. Include form Company Representatives form (attached appendix "B").

#### **Upload as Tab 3: System Implementation plan**

#### **Upload as Tab 4: Post Implementation support plan**

- a. Timeline
- b. Estimated time needed from district programming staff
- c. Bio and experience of proposed implementation team
- d. Vendor support during implementation period
- e. File formats and process for import/export of data between systems

**Upload as Tab 4:** Prior experience in working with K-12 organizations – also include the Company References and Past Performance form in this section (attached appendix "C").

**Upload as Tab 5:** References/letters of recommendation, include a minimum of 5 references using your system, include name of entity, contact person name, email, and phone number. At least 1 reference must have a minimum of 3,000 employees. Priority should be given to school districts from within the State of Utah

### **IV. Appendix Forms**

- A. Pass / Fail Form
- B. Company Representatives
- C. References & Past Performance

Appendix "A"  
 MCSD 021-001  
 Time Management System  
**PASS/FAIL CRITERIA**

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Instructions: The following are mandatory minimum Pass/Fail criteria. An answer must be provided in the answer column for each line item. If a "NO" answer is given you must provide the explanation for your answer on subsequent pages.

Pass/Fail Criteria	"Y"/Yes or "N"/No
Your Company has the ability to manage 3,000+ employees' time, leave and accruals and balances.	
Your system has a robust reporting with customizable report features.	
Your system must be able to interface with PC, I-pad, smart phones (IOS and android) for time entry.	
Your system has the ability to run on all current browsers	
Your system has the ability to authenticate users based on our current active directory	
Your system must be able to track leave, overtime, ACA eligibility, FLSA requirements, etc. This includes current and any future requirements	
Your system has the ability to track various contract hours for non-exempt salaried employees to ensure straight time, comp time and overtime is calculated properly for anything worked over their contract	
Your system has the ability to notify supervisors/approvers when an employee is nearing overtime and/or an employee is near 30 hours per week for ACA tracking when authorized hours are below this mark	
Your system has the ability to track "shortfall" for non-exempt employees, i.e. A non-exempt employee who is contracted to work 35 hours per week but only work 34, 1 hour of shortfall should be triggered and backfilled based on district policy	
Your system has the ability to track extra duty time separate from contract hours and processed in the correct order so that any overtime incurred is charged to extra duty no matter the day of the week worked	

Your system has the ability to track multiple jobs and multiple approvals, i.e., Teacher and Para time must be tracked, separated, and sent to possibly two different managers or multiple managers based on funding source	
Your system can assure missed punch corrections are entered by employees and routed via workflow electronically to their immediate supervisor for approval without giving the employee edit access to their timecard	
Your system has the ability for the auto assignment of hours short on early departure or late arrivals days to ensure employees are not negatively impacted	
Your system has the ability to track multiple calendars for 9-, 10-, 11- and 12-month employees (Start and Stop dates as well as holiday or scheduled days off)	
Your system has the ability to use mobile technology for remote or itinerant employees that need the ability to punch remotely and track where the punches occur and/or restrict where they can punch from given certain GPS coordinates and/or multiple locations. Please identify clocking options (biometrics, key entry, badge swiping, etc.)	
Your system must offer a mobile application that can be used in offline mode (not connected to an internet-enabled network) that will capture and store activity (punches, transfers, etc.) locally until the device is reconnected to a network (Wi-Fi or Cellular).	
Your system has the ability to integrate easily with our current financial and payroll processing solution. We are currently using ALIO: a. Transfer employee absences b. Transfer substitute schedule tying them to the teacher they are working for	
Your system allows for both in-system and email generated notifications to be created that will alert employees and managers when something needs their attention within the timekeeping system	
Your system has the ability to be hosted on site or in a cloud-based environment, explain hardware requirements, storage, power, and electrical needs	

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Authorized Signature

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Date

Appendix "B"

**COMPANY REPRESENTATIVES AND CONTACT INFORMATION**

MCSO 021-001

Our Company \_\_\_\_\_ certifies that we have the personnel to fulfill this award. The Representative(s) that will be responsible for Murray City School District is:

1- \_\_\_\_\_  
Representative's Name Phone Number

\_\_\_\_\_  
Representative's Email Address

2- \_\_\_\_\_  
Representative's Name Phone Number

\_\_\_\_\_  
Representative's Email Address

3- \_\_\_\_\_  
Representative's Manager Name Phone Number

\_\_\_\_\_  
Representative's Email Address

Brief Resumes of Representatives – please no more than 2 additional pages for resumes.

Appendix "C"

**COMPANY REFERENCES & PAST PERFORMANCE**

**MCSO 021-001**

All interested vendors must submit this document. It is highly recommended that letters of recommendation from the listed references below should be uploaded with your submittal documents.

Company Name \_\_\_\_\_

A. List the School district/Company with whom you are currently working.

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

B. Provide five (5) reference contacts for companies/schools you have done business with.  
At least one (1) reference must have a minimum of 3000 employees.

1. School District/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Email address \_\_\_\_\_

Company representative assigned to this company/school \_\_\_\_\_

Length of relationship with this company/school \_\_\_\_\_

Description of work/services done for this company/school \_\_\_\_\_

\_\_\_\_\_

2. School District/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Email address \_\_\_\_\_

Company representative assigned to this company/school \_\_\_\_\_

Length of relationship with this company/school \_\_\_\_\_

Description of work/services done for this company/school \_\_\_\_\_

\_\_\_\_\_

3. School District/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
Email address \_\_\_\_\_  
Company representative assigned to this company/school \_\_\_\_\_  
Length of relationship with this company/school \_\_\_\_\_  
Description of work/services done for this company/school \_\_\_\_\_  
\_\_\_\_\_

4. School District/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
Email address \_\_\_\_\_  
Company representative assigned to this company/school \_\_\_\_\_  
Length of relationship with this company/school \_\_\_\_\_  
Description of work/services done for this company/school \_\_\_\_\_  
\_\_\_\_\_

5. School District/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
Email address \_\_\_\_\_  
Company representative assigned to this company/school \_\_\_\_\_  
Length of relationship with this company/school \_\_\_\_\_  
Description of work/services done for this company/school \_\_\_\_\_  
\_\_\_\_\_

**MURRAY CITY SCHOOL DISTRICT  
REQUEST FOR PROPOSAL  
Instructions and General Provisions**

1. **PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown, and a total price shall be entered for each item offered. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as offered. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy, and performance to the brand listed. If the offeror lists a trade name and/or catalog number in the proposal, the DISTRICT will assume the item meets the specifications unless the proposal clearly states it is an alternate and describes specifically how it differs from the item specified. **MULTIPLE OR ALTERNATE PROPOSALS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By signing the proposal, the offeror certifies that all of the information provided is accurate, and that the prices offered are correct. (g) This proposal may not be withdrawn for a period of 60 days from proposal due date.
2. **SUBMITTING THE PROPOSAL:** Bids can be submitted electronically via email or, if submitting by hard copy: (a) The proposal must be signed in ink, sealed in a properly addressed envelope, and either mailed or delivered to the PURCHASING DEPARTMENT, 5102 S. Commerce Drive, Murray, UT 84107 by the due date and time specified. **The Request for Proposal Number and Due Date must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time specified will be considered late and handled in accordance with the Utah Procurement Rules, section R33- 3- 209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the DEPARTMENT. Fax or email transmission of proposals to the Purchasing Department will not be considered.** (d) All prices offered must be both F.O.B. Origin and F.O.B. Destination. Additional charges including, but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the DEPARTMENT. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DEPARTMENT. (e) All DISTRICT purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended; the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33), as amended; and/or the Murray City School District Purchasing Policy 6F- 103, as amended. (f) By signing the proposal, the offeror certifies that all information provided is accurate; that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.
3. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DISTRICT and may be returned only at the DISTRICT's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the DISTRICT.
4. **BONDS:** The DISTRICT has the right to require a bid bond, payment bond and/or a faithful performance bond from the offeror in an amount not to exceed the amount of the contract.
5. **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.
6. **SAMPLES:** Samples of item(s) specified in this request for proposal, when required by DEPARTMENT, must be furnished free of charge. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.
7. **DEPARTMENT APPROVAL:** Purchase orders placed, or contracts written, with the DISTRICT, as a result of this proposal, will not be legally binding without the written approval of the Director of the Purchasing department.
8. **AWARD OF A CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the DISTRICT, taking into consideration price and evaluation factors set forth in the request for proposal. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah code Annotated 65.56-408 408.  
(b) The proposals are opened publicly in the presence of one or more witnesses. Only the name of each offeror is recorded. Each offer, and the record (within limitations), is open to public inspection following award of the contract. (c) The DEPARTMENT has the right to cancel this request for proposal at any time prior to the award of contract. (d) The DEPARTMENT can reject any and all offers, and it can waive any informality or technicality in any offer received, if the DEPARTMENT believes it would serve the best interest of the district. (e) Before or after the award of a contract, the DEPARTMENT has the right to inspect the offeror's premises and all business records to determine the holder's ability to meet contract requirements. (f) DEPARTMENT does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will be applied against offerors bidding products or services produced in states which discriminate against Utah products. For details, see Section 63- 56-405 and 406, Utah Code Annotated
9. **TRADE/PROFESSIONAL LICENSING:** The State of Utah requires any person engaging in a construction trade or professional occupation; or acting as or representing oneself as a contractor or professional for which licensure is required be licensed before engaging in that trade or professional activity. It is unlawful for any unlicensed person to submit an offer for any work for which a license is required. Any person who violates this provision cannot be awarded or accept a contract for the performance of the work.



10. **EMPLOYMENT PRACTICES CLAUSE:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Offeror must include this provision in every subcontract or purchase order relating to purchases by the DISTRICT to ensure that the subcontractors and vendors are bound by this provision.
11. **DEBARMENT:** The offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the offeror cannot certify this statement attach a written explanation for review by the DISTRICT.
12. **WARRANTY (This paragraph is NOT applicable to architect, engineering, and construction service providers):** The CONTRACTOR agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the DISTRICT under this contract for a period of one (1) year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The CONTRACTOR (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the CONTRACTOR warrants that: 1) the product will do what the salesperson said it would do, 2) the product will live up to all specific claims that the manufacturer makes in their advertisements, 3) the product will be suitable for the ordinary purposes for which such product is used, 4) the product will be suitable for any special purposes that the DISTRICT has relied on the contractor's skill or judgment to consider when it advised the DISTRICT about the product, 5) the product has been properly designed and manufactured, and 6) the product is free of significant defects or unusual problems about which the DISTRICT has not been warned. Remedies available to the DISTRICT include the following: The CONTRACTOR will repair or replace (at no charge to the DISTRICT) the product whose nonconformance is discovered and made known to the CONTRACTOR in writing. If the repair and/or replaced product prove to be inadequate, or fails of its essential purpose, the CONTRACTOR will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the DISTRICT may otherwise have under this contract.

**ATTACHMENT A**  
**MURRAY CITY SCHOOL DISTRICT**  
**STANDARD CONTRACT TERMS AND CONDITIONS**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Utah Code Title 63G, Chapter 6a Utah Procurement Code; as amended, Utah Administrative Code R33. Administrative Services, Purchasing and General Services; and/or Murray City School District Policy; and related statutes which govern DISTRICT's purchase of goods and services.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** Provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this contract or breach thereof. Venue shall be in Murray City, in the Second Judicial Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** CONTRACTOR and any and all supplies, services and equipment furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** CONTRACTOR shall maintain or supervise the maintenance of all records necessary to properly account for payments made to CONTRACTOR for costs authorized by this contract. These records shall be retained by CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. CONTRACTOR agrees to allow DISTRICT, State, and Federal auditors and DISTRICT staff, access to all records to this contract for audit, inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids or to the Multiple Stage Bid.

**5.1 Status Verification System**

1. CONTRACTOR's certification each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named CONTRACTOR has registered and is participating in the Status Verification System to verify the work eligibility status of the CONTRACTOR's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA § 63G-12-302.
2. CONTRACTOR shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA § 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. DISTRICT will not consider a proposal for award, nor make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA § 63G-12-302.

**5.2 Indemnity Clause for Status Verification System**

1. CONTRACTOR (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, DISTRICT and its officers, employees, agents, representatives and anyone the DISTRICT may be liable to, against any claim, damages or liability arising out of or resulting from violations of Section 5 of this Contract whether violated by employees, agents, or contractors of the following: 1) CONTRACTOR; 2) Subcontractor at any tier; and/or 3) any entity or person for whom the CONTRACTOR or Subcontractor may be liable.
2. Notwithstanding Section 5.2.1. above, Design Professionals or Designers under direct contract with DISTRICT shall only be required to indemnify DISTRICT for a liability claim that arises out of the Design Professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the Design Professional shall be required to indemnify the DISTRICT in regard to subcontractors or sub consultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

6. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the DISTRICT, unless disclosure has been made in accordance with UCA. § 67-16-8.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind DISTRICT to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for DISTRICT, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to CONTRACTOR by DISTRICT. CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from DISTRICT for these contract services. Persons employed by DISTRICT and acting under the direction of DISTRICT shall not be deemed to be employees or agents of CONTRACTOR.
8. **INDEMNITY CLAUSE:** CONTRACTOR agrees to indemnify, save harmless, and release DISTRICT, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of CONTRACTOR's officers, agents, volunteers, or employees, but not for claims arising from DISTRICT'S sole negligence. The parties agree that if there are any Limitations of CONTRACTOR's Liability, including a limitation of liability for anyone for whom CONTRACTOR is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

9. **EMPLOYMENT PRACTICES CLAUSE:** CONTRACTOR agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 32A, Chapter 5, UCA., 1953, and Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, CONTRACTOR agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the workplace. CONTRACTOR must include this provision in every subcontract or purchase order relating to purchases by the District to ensure that the subcontractors and vendors are bound by this provision.
10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal, and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized parties hereto, and attach to the original signed copy of the contract. Automatic renewals will not apply to this contract.
12. **DEBARMENT:** CONTRACTOR certifies that neither it nor its principals are presently nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If CONTRACTOR cannot certify this statement, attach a written explanation for review by the DISTRICT. CONTRACTOR must notify the District Director of Purchasing within 30 days if debarred by any governmental entity during the contract period.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, for cause by either party, in advance of the specified termination date, upon written notice being given the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **NON-APPROPRIATION OF FUNDS:** CONTRACTOR acknowledges that DISTRICT cannot contract for the payment of funds not yet appropriated by the Utah State Legislature, Utah State Board of Education or Board of Education of Murray City School District (BOARD). If the DISTRICT becomes subjected to a legislative change, revocation of statutory authority, lack of appropriated funds or availability of funds which would render CONTRACTOR's delivery or performance under the contract impossible, or unnecessary, this contract will be terminated, either in whole or in part. If funding to DISTRICT is reduced due to an order by the Legislature or Governor, or is required by State law, or if federal funding (when applicable) is not provided, or requires any return or "give-back" of funds required for DISTRICT to continue payments, or if the BOARD mandates any cuts or holdbacks in spending, DISTRICT may terminate this contract or proportionately reduce the services and purchases of obligations and the amount due from DISTRICT upon 30 days written notice. Where funding is controlled entirely by DISTRICT, before discontinuing funding, DISTRICT, at its discretion, will make efforts to; 1) identify other goods/services that perform substantially the same functions; 2) identify if any funding is available through a reallocation or reprogramming of other appropriated or non-appropriated funds, and 3) make its best efforts to request and secure such funds from the appropriate entities (collectively, a "Non-Appropriation"). If a Non-Appropriation occurs, DISTRICT shall remit all amounts due to CONTRACTOR through the date of termination. DISTRICT shall not be in default under this contract for nonpayment and will not be liable for any future commitments, penalties, or liquidated damages.
15. **SALES TAX EXEMPTION:** DISTRICT's sales and use tax exemption number is 11843690-022-STC-001. The tangible personal property or services being purchased are being paid from DISTRICT funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of DISTRICT, unless otherwise stated in the contract.
16. **WARRANTY (This paragraph is NOT applicable to architect, engineering, and construction service providers):** CONTRACTOR agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to DISTRICT under this contract for a period of one (1) year, unless otherwise specified and mutually agreed upon elsewhere in this contract. CONTRACTOR acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, CONTRACTOR warrants that: 1) the product will do what the salesperson said it would do; 2) the product will live up to all specific claims that the manufacturer makes in their advertisements; 3) the product will be suitable for the ordinary purposes for which such product is used; 4) the product will be suitable for any special purposes that DISTRICT has relied on CONTRACTOR's skill or judgment to consider when it advised DISTRICT about the product; 5) the product has been properly designed and manufactured, and 6) the product is free of significant defects or unusual problems about which DISTRICT has not been warned. Remedies available to DISTRICT include the following: CONTRACTOR will repair or replace (at no charge to DISTRICT) the product whose nonconformance is discovered and made known to CONTRACTOR in writing. If the repair and/or replaced product prove to be inadequate, or fails of its essential purpose, CONTRACTOR will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies DISTRICT may otherwise have under this contract.
17. **INSURANCE:** CONTRACTOR must carry insurance with policy limits no less than \$1,000,000 per incident and \$3,000,000 in aggregate. CONTRACTOR must provide proof of insurance to DISTRICT and must add DISTRICT as an additional insured with notice of cancellation.
18. **PUBLIC INFORMATION:** CONTRACTOR agrees that the contract and related Sales Orders and Invoices will be public documents and may be available for distribution. CONTRACTOR gives DISTRICT express permission to make copies of the contract, related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by DISTRICT's Purchasing department, CONTRACTOR also agrees that CONTRACTOR's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. Permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
19. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by CONTRACTOR. Responsibility and liability for loss or damage will remain with CONTRACTOR until final inspection and acceptance when responsibility will pass to DISTRICT except as to latent defects, fraud, and CONTRACTOR's warranty obligations.

20. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. CONTRACTOR will promptly submit invoices (within 30 days of shipment or delivery of services) to DISTRICT. DISTRICT contract number and/or release number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. Prices paid by DISTRICT will be those prices listed in the contract. DISTRICT has the right to adjust or return any invoice reflecting incorrect pricing or upon which DISTRICT contract number and/or release number is not listed.
21. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. CONTRACTOR shall list payment discount terms on invoices. The prompt payment discount will apply to payments made with DISTRICT credit card and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
22. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a corrected invoice is received by the appropriate DISTRICT official, CONTRACTOR may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus 2%, computed similarly as the requirements of UCA § 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annual basis, on the invoice amount that is overdue. All payments to CONTRACTOR will be remitted by mail, electronic funds transfer, or DISTRICT credit card.
23. **PATENTS, COPYRIGHTS, ETC.:** CONTRACTOR will release, indemnify, and hold DISTRICT, its officers, agents, and employees harmless from liability of any kind or nature, including CONTRACTOR's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
24. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of DISTRICT.
25. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for DISTRICT to declare CONTRACTOR in default of this contract: 1) nonperformance of contractual requirements; 2) material breach of any term or condition of this contract. DISTRICT will issue a written notice of default providing a 10-day period in which CONTRACTOR will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, DISTRICT may do one or more of the following: 1) exercise any remedy provided by law; 2) terminate this contract and any related contracts or portions thereof; 3) impose liquidated damages, if liquidated damages are listed in the contract; 4) suspend CONTRACTOR from receiving future solicitations.
26. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. DISTRICT may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
27. **PROCUREMENT ETHICS:** CONTRACTOR understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the DISTRICT is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the DISTRICT, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization. (UCA § 63G-6a-2404.7).
28. **CONFLICT OF TERMS:** CONTRACTOR Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on CONTRACTOR's website, terms listed in a CONTRACTOR quotation/sales order, etc. In the event of any conflict in the contract Terms and Conditions, the order of precedence shall be: 1) Attachment A: District Standard Contract Terms and Conditions; 2) District Contract Signature page(s); 3) District Special Terms and Condition; 4) Contractor Terms and Conditions.
29. **ENTIRE AGREEMENT:** This agreement, including all attachments and documents incorporated hereunder, and the related DISTRICT solicitation constitutes the entire Agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on CONTRACTOR's work plans, cost estimate forms, receiving tickets, or any other related standard forms or documents that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of DISTRICT. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

Revision date: April 7,2021

## **Question and Answers for Bid #MCSD 021-001 - Time Management System**

There are no questions associated with this bid.