

**ROCKFORD BOARD OF EDUCATION**  
**REQUEST FOR BID ON SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES FOR**  
**SCHOOL DISTRICT NO. 205**  
**ROCKFORD, ILLINOIS**

RFP No. 08-48RFP Emergency Notification System Hosted Service

Date: May 5, 2008

OFFERS WILL BE RECEIVED UNTIL: 1:30 PM (CDST) on Thursday, May 29, 2008

FOR SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES SPECIFIED HEREIN. THE DATE AND THE TIME AS STATED IS ALSO THE TIME OF THE RFP OPENING, WHEN ONLY THE NAMES OF RESPONDING OFFERORS WILL BE PUBLICLY ANNOUNCED. IF YOU DESIRE TO SUBMIT AN OFFER, PLEASE DO SO ON THE FORMS PROVIDED AND RETURN TO THIS OFFICE.

Addressed to:

Director of Purchasing  
Rockford Board of Education  
School District No. 205  
201 South Madison Street  
Rockford, Illinois 61104-2092

BOARD OF EDUCATION

BY *Dennis Styrsky*  
Director of Purchasing

**GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL BIDS**

The Board of Education reserves the right to reject any or all prices or bids submitted.

One copy of this bid is enclosed for your convenience.

- a.) Please return a copy of the required forms in a SEALED envelope with the bid number, subject and your firm's name and address clearly indicated on the envelope. NOTE: FAXED bids are not acceptable and will be rejected as non-responsive.
- b.) Bids should be addressed as follows: **Rockford Public School District Purchasing Department**

**201 S. Madison St.**  
**Rockford, IL 61104**  
**Attn: Dennis Styrsky, Director of Purchasing**

The Board of Education reserves the right to return any merchandise that does not comply with the conditions and specifications.

The Board of Education reserves the right to increase or decrease quantities shown on bid.

The Board of Education reserves the right to cancel purchase orders if the delivery or completion is not performed in accordance with the bidding document and the date stated on the purchase order.

The Board of Education reserves the right to have any product analyzed at a laboratory to ascertain compliance with specifications. Expense of such testing shall be by the Board of Education unless such tests prove noncompliance with specifications at which time the expense shall be the responsibility of the Contractor.

Bids will be awarded to the lowest responsible bidder complying with these conditions and specifications. All rights are reserved by the Board of Education to determine the selection that in its judgement meets the needs or purposes intended. Such decisions shall be final and not subject to recourse.

The bidder's signature on the following page of this Bid Form will be construed as acceptance of and willingness to comply with all provisions of the Acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residence within the State of Illinois, and discrimination and intimidation of employees. This bid and the resulting Contract are specifically subject to the Equal Employment Opportunity requirements of the Illinois Fair Employment Practices Commission and the resolution of the Board of Education dated March 24, 1975. Bidder agrees to comply in all respects with Federal, State, and local laws and ordinances pertaining to this bid and to the performance of the Contract in the event Bidder is awarded the bid. Provisions of applicable Acts are hereby incorporated by reference and became a part of this proposal and specifications.

The State of Illinois School Code (Section 33-5) is very explicit in its direction concerning the relationship of the parties involved in contracts and transactions. "No member or employee of the Board shall be directly or indirectly interested in any contract, work, or business of the District, or in the sale of any article, the expense, price or consideration of which is paid by the District; nor in the purchase of any real estate or property belonging to the District, or which shall be sold by virtue of legal process at the suit of the District. Whoever violates any provision of this Section shall be guilty of a Class A misdemeanor (P.A.-2267).



# **LATE BIDS CANNOT BE ACCEPTED!**

## **SEALED PROPOSAL**

**BID NO.: 08-48**

**OPENING DATE: Thursday, May 29, 2008**

**OPENING TIME: 1:30 PM (CDST)**

**DESCRIPTION: Emergency Notification System Hosted Service**

**ATTN: PURCHASING DEPT.**

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**DATED MATERIAL-DELIVER IMMEDIATELY**

**PLEASE CUT OUT AND AFFIX THIS RFP LABEL TO THE  
OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP  
ENSURE PROPER DELIVERY!**

**LATE OFFERS CANNOT BE ACCEPTED!**



**BID-RIGGING CERTIFICATION**

I, \_\_\_\_\_, a duly authorized agent of  
(Agent)

\_\_\_\_\_, do hereby certify that neither  
(Contractor)

\_\_\_\_\_ nor any individual presently  
(Contractor)

affiliated with \_\_\_\_\_ has been barred from bidding on a  
(Contractor)

public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Contractor



**ILLINOIS STATE BOARD OF EDUCATION**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals represent debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**RFP No. 08-48  
Emergency Notification System Hosted Svc.  
Rockford Board of Education**

**Organization Name**

**PR/Award Number or Project Name**

**Name and Title of Authorized Representative**

**Signature**

**Date**

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was place when this transaction was entered into. It is later determined that the prospective lower tier participant knowingly render an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", " lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the official that this proposal is to be submitted for assistance in obtaining a copy of the regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding debarment, suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of record in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transaction authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## GENERAL TERMS AND CONDITIONS

- 1. RFP OPENING.** Sealed RFPs will be received at the Rockford Public School District Purchasing Department until the date and time specified at which time they shall be opened in public and only the names of offerors read. No other RFPs will be considered after this date and time unless it is evidenced and determined that the RFP was in the District's possession prior to the scheduled RFP opening time and date. Late RFPs shall be rejected and shall remain unopened. The Rockford Public School District does not prescribe the method by which RFPs are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the RFPs. All RFPs delivered in person shall be deposited with the Purchasing Department, 2nd Floor, Room 212, 201 S. Madison St., Rockford, IL, 61104.
- 2. RFP PREPARATION.** RFPs must be submitted on this form and all information and certifications called for must be furnished. RFPs submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. RFPs may be modified or withdrawn prior to the time specified for the opening of the RFPs. RFPs shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the RFP. The RFP shall include the legal name of the offeror, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the offeror to a contract. Name of person signing should be typed or printed below the signature.
- 3. RFP ENVELOPES.** Envelopes containing RFPs must be sealed and addressed to the Rockford Public School District Purchasing Department. The name and address of the offeror and the Proposal Number must be shown on the envelope.
- 4. ERRORS IN RFPs.** offerors are cautioned to verify their proposals before submission. Negligence on the part of the offeror in preparing the RFP confers no right for withdrawal or modification of the RFP after it has been opened. In case of error in the extension of prices in the RFP, the unit prices will govern.
- 5. RESERVED RIGHTS.** The Rockford Public School District reserves the right at any time and for any reason to cancel this Request for Proposals, accept or reject any or all bids or any portion thereof, or to accept an alternate offer. The Rockford Public School District reserves the right to waive any minor informality defect in any RFP. Unless otherwise specified, the Rockford Public School District has sixty (60) days to accept. The Rockford Public School District may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
- 6. INCURRED COSTS.** The Rockford Public School District will not be liable for any costs incurred by offerors in responding to this Request for Proposals.
- 7. AWARD.** The Rockford Public School District will evaluate proposals and will award a contract to the lowest responsive and responsible bidder whose RFP, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible offeror conforming to the solicitation shall not be restricted to the price quotation alone, but will include such other factors (where applicable) as (a) adherence to all conditions and requirements of the technical specifications; (b) price; (c) qualifications of the offeror, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase or residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgement of the offer that is best suited for the purpose intended. The District may (1) reject any or all offers, (2) accept other than the lowest offer, and (3) waive informalities or minor irregularities in offers received. The District may accept any item or group of items of an offer, unless the bidder qualifies the offer by specific limitations. The District reserves the right to determine the lowest responsible offeror on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.
- 8. PRICING.** The price quoted for each item is the full purchase price, **including delivery to destination**, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
- 9. DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts.
- 10. SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Offers on equivalent items will be considered, provided the offeror clearly states exactly what is proposed to be furnished, including complete specifications. Unless the offeror specified otherwise, it is understood the offeror is offering a referenced brand item as specified or is offering as specified when no brand is referenced, and does not propose to furnish an "equal." The Rockford Public School District reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality and salient characteristics indicated by the brand name and number.
- 11. SAMPLES.** Samples of items, when called for, must be furnished free of expense sent under separate cover and not included with offer.
- 12. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** offerors shall promptly notify the Rockford Public School District of any ambiguity, inconsistency or error which they may discover upon examination of the RFP documents. Interpretations, corrections and changes will be made by amendment. Each bidder shall ascertain prior to submitting an offer that all amendments have been received and acknowledged in the offer.
- 13. INDEMNIFICATION.** The Seller shall indemnify and hold harmless the Rockford Public School District, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the District as a consequence of granting the contract.
- 14. DEFAULT.** If delivery of acceptable items or rendering of services is not completed by the time promised, the Rockford Public School District reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The District shall be entitled to recover its attorney fees and expenses in any successful action by the District to enforce this contract.

**15. INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the Rockford Public School District's destination. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection and if not removed within 10-calendar days after notice, returned via collect shipping.

**16. WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this proposal, including any drawings, specification or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design to the best of the Seller's knowledge. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The Rockford Public School District may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

**17. REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act, if applicable.

**18. ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the Rockford Public School District harmless from loss on account thereof.

**19. COMPLIANCE WITH LAWS AND REGULATIONS.** Contractor represents and warrants that throughout the term of this agreement and any extension thereof, Contractor and all products shall be and shall remain in compliance with all applicable federal, state, and local laws and regulations.

**20. TERMINATION.** (a) The District may terminate this contract in whole or in part, without liability, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of the Contractor to comply with any of the other terms or conditions herein. The District shall notify the contractor in writing of the specific nature of the breach and shall request that it be cured. If the Contractor does not cure the breach within thirty (30) days of such notice, the District may immediately terminate this contract. To terminate, the District shall give notice to the Contractor in writing, and to the extent specified therein, Contractor shall immediately terminate deliveries under the contract. Termination of the contract shall not preclude the District from pursuing any and all remedies available to it at law or at equity. (b) Any termination by the District, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the District against Contractor. (c) The District shall have the right to audit all elements of any termination claim and Contractor shall make available to the District on request all books, records, and papers relating thereto. (d) The Contractor shall be paid only for the performance of work up to the date of termination if the District exercises its right to terminate.

**21. TERMINATION WITHOUT CAUSE.** This contract may be unilaterally terminated by the District, for any or no reason, upon sixty (60) days written advance notice to the Contractor. Contractor may submit claims for actual work performed up to and including the day of notice of termination with appropriate documentation supporting such claim for materials, labor, or acquired inventory for equitable adjustment and any such material shall become the property of the District upon settlement.

**22. ASSIGNMENT.** The Contractor may not assign, subcontract, delegate or otherwise transfer this contract or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this contract, without the District's written consent.

**23. FORCE MAJEURE.** The obligations of the Contractor to perform under this contract will be excused during each period of delay caused by acts of God or by shortages of power or materials or government orders which are beyond the reasonable control of the Contractor obligated to perform ("Force Majeure Event"). In the event that the Contractor ceases to perform its obligations under this contract due to the occurrence of a Force Majeure Event, the Contractor shall: (1) immediately notify the District in writing of such Force Majeure Event and its expected duration; (2) take all reasonable steps to recommence performance of its obligations under this contract as soon as possible. In the event that any Force Majeure Event delays Contractor's performance for more than thirty (30) days following notice pursuant to this contract, the District may terminate this contract immediately upon written notice to the Contractor.

**24. BID CERTIFICATION.** The Offeror's signature on this bid certifies: (a) This offer is genuine and not made in the interest of, or on the behalf of, any undisclosed persons, firms or corporation and is not submitted in conformity with any agreement or rules of any group association, or organization. (b) Offeror has not directly or indirectly induced or solicited any other Offeror to enter a false or sham bid. (c) Offeror has not solicited or induced any person, firm or group to refrain from bidding. (d) Offeror has not sought by collusion or otherwise to obtain for self interest any advantage over any other Offeror or the Owner. The offeror's signature on the Bid Form certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items and/or services, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract, request additional compensation, or relieve offeror from obligation to perform under this contract.

**25. MODIFICATIONS.** This contract can be modified only by written bi-lateral modification signed by the parties or duly authorized agents.

**26. ADDENDA.** If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. If the District issues written addenda, such addenda shall become part of the contract documents. An Offeror who fails to receive the District's addenda, and who has previously submitted an offer, shall not be relieved from any obligation in the offer he or she submitted.

**27. BINDING EFFECT.** The terms, conditions, provisions, and undertakings of this agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

**28. EQUAL OPPORTUNITY EMPLOYER.** The Rockford Public School District is an Equal Opportunity Employer and encourages bids or proposals from any company or individual regardless of race, gender, national origin, religion or age.

## **SUPPLEMENTAL TERMS AND CONDITIONS**

### **INTENT**

It is the intent of these specifications that the Rockford School District No. 205 (herein the "District") will procure all specified products of first class workmanship to ensure complete and acceptable product performance in all aspects, within the budget limitations, and in accordance with offering procedures as outlined by Federal Regulations, the Statutes of the State of Illinois, and policies of the Board of Education, School District #205, Winnebago County, Illinois. It is further the intent of these specifications to secure adequate competition from qualified suppliers however standards of quality will not be sacrificed based solely on price.

### **TAX IDENTIFICATION NUMBER**

Under recently enacted Federal Law and in accordance with instructions from the Department of Treasury and the Internal Revenue Service, this School District is required to have on file appropriate tax identification information concerning you or your firm. This information should be a Federal Employer's Identification Number, but in the instance of some independent contractors, this number may be a Taxpayer's Identification (Social Security) Number. This information is needed to determine which vendors the District must provide and file a Form 1099.

**IN ORDER FOR A BID TO BE CONSIDERED BY THE SCHOOL DISTRICT, THE ABOVE REFERENCED TAX IDENTIFICATION NUMBER MUST BE PROVIDED ON THE FACE SHEET IN THE SIGNATURE SECTION. IT IS ALSO REQUESTED THAT YOU IDENTIFY THE LEGAL ORGANIZATIONAL STATUS OF YOUR FIRM IN THE SIGNATURE SECTION. PLEASE IDENTIFY WHETHER YOUR FIRM IS A CORPORATION, PARTNERSHIP, PROPRIETORSHIP, ETC. SHOULD YOU HAVE ANY QUESTIONS CONCERNING THIS TAX IDENTIFICATION NUMBER, PLEASE CONTACT THE PURCHASING DEPARTMENT.**

### **TERMINOLOGY**

"Owner", "Board", or "District" shall mean Rockford School District #205, Winnebago County, Illinois, acting through its authorized representative. "Contractor" shall mean the individual, firm, or corporation proposing to enter into a written agreement with the Owner.

### **INTERPRETATION OF ERRORS**

Should questions arise that require interpretation, such questions shall be referred to the District whose decision shall be conclusive and binding for all parties involved. No advantages shall be taken by any party of manifest clerical errors or omissions in the specifications. All contractors are requested to notify the District immediately of any errors or omissions that may be discovered.

### **RETURN OF BID INFORMATION**

The District has established that only one copy of a bid will be sent to a vendor. It is imperative that, if bidding, an original signature exists on the bid sheets returned. If additional copies of original bid sheets made on a copy machine or are requested, they must also contain original signatures where applicable. When multiple copies are submitted one copy shall be labeled as "Original" on the face page.

### **USE OF PREMISES**

The Contractor shall have access to the premises for the purpose of familiarization with the conditions, delivery points for products, and/or sites for performance of service(s), if applicable, in order to fulfill the requirements of the Contract.

### **OWNERSHIP OF MATERIALS AND EQUIPMENT**

It is clearly understood that all materials and/or equipment supplied by or for the Contractor shall remain the Contractor's property until such time as accepted by the District.

### **EQUIVALENCY AND SUBSTITUTES**

The District shall be the sole and final judge whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse. Deviations from the specifications must be supported by documented evidence. These specifications are to be used as identifying those minimum salient characteristics in determining the quality or materials, performance of product(s), and workmanship required, however, the District may purchase equipment and materials that in the District's judgment will best serve the interests of the school district even if at a higher cost based on features that are considered desirable and exceeding those minimum requirements or that represent a breakthrough technology for that industry. "Breakthrough technology" is defined as a significant advancement exceeding normal progression of evolution in that industry or a new technology unlike that state of the current industry for the product(s) or services.

### **STORAGE OF EQUIPMENT**

The Contractor shall be responsible for the storage and safeguarding of the equipment provided under this Contract. Contractor shall have the necessary quantities available at the required time, but shall not make delivery to the premises until agreed upon or requested.

### **SCOPE OF WORK**

This bid requires that the successful Contractor provide all necessary personnel, materials, and equipment; and furnish and deliver said products in accordance with all conditions and specifications.

**INSURANCE - GENERAL**

The Contractor shall take all necessary precautions not to damage the premises or properties of others. In case of any damage, resulting from operations under this Contract, Contractor shall make proper restitution. The Contractor shall exercise due caution for the protection of persons, and shall protect the District from expense and hold the District harmless from liability by reason of injury, including death, to any person or persons, or from any damage to the property of others occurring as a result of the operations under this Contract. The Contractor's signature on the Bid Cover Sheet; certifies to the District that the Contractor has adequate insurance coverage for any vehicle that may be utilized in the delivery of products or materials on the District's property.

**METHOD OF AWARD**

The District reserves the right to award related items on a group basis if deemed in its best interest, even if not stated as such on the specifications. The District further reserves the right to make an aggregate award if in its best interest.

**GENERAL AWARD**

The award on this bid will not be made at the time specified for the receiving and opening of bids. The bid will be awarded at a later date by the Board of Education.

**SCHEDULE OF AWARD**

In order that Contractors may more accurately complete the proposal document, it is anticipated that the Board of Education will consider the award of this offer at its meeting on June 24, 2008 and that the successful Contractor(s) will be notified immediately thereafter.

**WITHDRAWING OF BIDS**

No bid may be withdrawn by a Contractor after the time and date of the official public opening. All bid prices submitted must be valid for a period of sixty (60) days after the date set for the bid opening. This period of time is reserved to permit the Owner to evaluate bids, conduct tests, make the award and issue either a contract or purchase order(s).

**VALIDITY OF PRICES**

All bid prices must remain valid and firm until product(s) is/are delivered or project completed, and until accepted by the District and invoiced by the Contractor. The District has sixty (60) days after the public opening in which to make an award decision and issue a purchase order(s) or contract and, if so done, the price as stated on the bid will remain firm.

**PERIOD FOR ACCEPTANCE OF BIDS**

In compliance with the solicitation, the bidder agrees, if this bid is accepted within sixty (60) calendar days from the date specified in the solicitation for the receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the solicitation.

**DELIVERIES AND PURCHASE ORDERS**

Deliveries will be made in accordance with instructions listed on purchase orders. The portion of the purchase order defining instructions regarding the destination of the equipment and the mailing of the invoice should be noted. A separate invoice is required for each purchase order. Purchase orders issued by the District are authorized with the signature of the Director of Purchasing. Contractors shall not permit any purchase order issued to them to be cancelled or altered in any manner except under the signature of the Director of Purchasing.

**LOCATION OF DELIVERY**

Delivery is to be made at one (1) location(s) within School District #205. All deliveries must be made between the hours of 8:30 AM and 3:00 PM Monday thru Friday. No deliveries will be accepted on those days observed as a holiday by the Central Administration Offices.

**DELIVERY SITE**

The delivery is to be made to the Rockford Board of Education, Distribution Center, 2000 Christina St. Street, Rockford, Illinois 61104-2092.

**COMPLETION DATES**

Contractors are to complete projects as required. Unless stated differently in the solicitation, the product(s) and/or service(s) are to be delivered or completed within the dates required. Should a Contractor be unable to comply with the required completion date, the Contractor is to notify the District immediately.

**SIGNATURES**

It is required that the Offeror's signature must appear on the reverse side of the following forms:

1. Second page of Bid Form
2. Bid Sheet(s)
3. Illinois State Debarment Certification Form
4. Minority Form
5. Statement of No Interest

## **INSPECTION AND ACCEPTANCE**

At the time the Contractor has completed work in accordance with the specifications, the Contractor shall, with the District, make a final inspection. After the final inspection, if the District and the Contractor are in agreement, the Contractor shall submit invoices for payment in accordance with the payment section of these specifications.

## **PAYMENT**

Payment on invoices will be made in full within forty-five (45) days after acceptance by the District and proper invoicing by the Contractor. **THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST APPEAR ON EACH INVOICE REQUESTING PAYMENT.** (See clause entitled, "Tax Identification Number", for further clarification.)

## **WORK CHANGES**

Changes in the Contract or Purchase Order must be agreed upon in writing between the District and the Contractor before execution of any changes involved may be implemented or payment may be withheld pending a determination that such change is required and ratified by the District.

## **QUANTITIES**

After bids have been evaluated, the District reserves the right to increase or decrease quantities as stated on the bid for budgetary reasons. The District further reserves the right to accept or reject any or all alternate offers, or to alter the original solicitation document in order to comply with budgetary requirements.

## **PROPOSAL**

Offerors must return the following when submitting a sealed RFP:

- A. RFP Form Signed
- B. RFP Sheet(s)
- C. Federal Employee Identification or Social Security Number
- D. Illinois State Debarment Certification Form
- E. Detailed Brochures and Specifications
- F. Any necessary literature or information
- G. Minority Form
- H. Statement of No Interest (if applicable)

## **QUESTIONS**

Any questions regarding this bid; may be referred to the Purchasing Department, at (815) 966-3096.

## **REJECTED GOODS**

Rejected goods will be returned to the contractor's address at Contractor's risk and expense. Expenses incident to the examination and testing of materials or supplies which have been rejected will be charged to the contractor's account. Contractor will accept and refund full purchase price for all goods that are damaged (non-viable at time of receipt), of inferior quality, or having latent defects not detected prior to acceptance by the District but upon actual use of the product(s).

## **CONTRACT**

A response to this Request for Proposal (RFP) is an offer to contract with the District based upon the terms, conditions, and specifications contained in the District's RFP. Offers do not become contracts unless, and until they are executed by the District eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the RFP, unless any of the terms and conditions is modified by a RFP Amendment, a Contract Modification, or by mutually agreed terms and conditions in the contract documents.

## **PROHIBITED CONTRACTOR EMPLOYEES ON SCHOOL PREMISES**

The contractor shall not send to any school building or school property any employee or agent who would be prohibited from being employed by District due to a conviction of a crime listed in 105 ILCS 5/10-21.9. The contractor shall obtain a criminal history background check before sending any employee or agent to any school building or school property. Additionally, at least quarterly, the contractor shall contact the local law enforcement authority where each employee or agent resides to determine if the employee is on the list of registered felons who have committed child sex offenses.

(End of Section)

## SPECIAL CONDITIONS AND SPECIFICATIONS

**PRODUCT SALIENT CHARACTERISTICS OR FEATURES - The following features are those required for a product to be considered under this RFP:**

### **THE COMMON ALERTING PROTOCOL: AN OPEN STANDARD FOR INTEROPERABILITY IN ALL-HAZARD WARNING**

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The Common Alerting Protocol (CAP) is a simple, flexible data interchange format for collecting and distributing "all-hazard" safety notifications and emergency warnings over information networks and public alerting systems.

The Common Alerting Protocol (CAP) specifies an open, non-proprietary digital message format for all types of alerts and notifications. The CAP format is fully compatible with existing formats including the Specific Area Message Encoding (SAME) used for NOAA Weather Radio and the Emergency Alert System, while offering enhanced capabilities that include:

- Flexible geographic targeting using latitude/longitude "boxes" and other geospatial representations in three dimensions;
- Multilingual and multi-audience messaging;
- Phased and delayed effective times and expirations;
- Enhanced message update and cancellation features;
- Template support for framing complete and effective warning messages;
- Digital encryption and signature capability; and,
- Facility for digital images, audio and video.

#### **THE NEED**

Warning systems in the United States today are "a patchwork of technologies and processes," according to the national non-profit Partnership for Public Warning. Different systems have evolved to meet different threats in different places. Until now there's been no way to distribute warnings consistently over all available channels. Nor has there been any way to monitor the whole picture of local, state and national warnings at any one time. Decisions about new alerting systems have been fraught with concerns about compatibility and operational complexity.


#### **BACKGROUND AND PROCESS**

In November 2000 the National Science and Technology Council released a report on "Effective Disaster Warnings." One key recommendation of the blue-ribbon panel was that "a standard method should be developed to collect and relay instantaneously and automatically all types of hazard warnings and reports locally, regionally and nationally for input into a wide variety of dissemination systems."

During 2001 an international working group of more than 120 emergency managers and emergency information technologists developed initial requirements and a straw man design for CAP. In 2002 that effort was adopted by the Partnership for Public Warning (PPW), a national public-private partnership of agencies, vendors and academic experts. In 2003 PPW sponsored CAP into the OASIS standards process for refinement and testing. In April 2004, CAP 1.0 was adopted as an OASIS standard.

#### **COMPATIBILITY, FLEXIBILITY AND BENEFITS**

CAP is a content standard, deliberately designed to be "transport-agnostic." In web-services applications, CAP provides a lightweight standard for exchanging urgent notifications. CAP can also be used in data-broadcast applications and over legacy data networks.

CAP provides compatibility with all kinds of information and public alerting systems, including those designed for multilingual and special-needs populations. CAP is fully compatible with the existing national broadcast Emergency Alert System (EAS). A [2003 whitepaper describes](#)  details of the CAP/EAS interface.

CAP incorporates geospatial elements based on Open GIS Consortium recommendations to permit flexible but precise geographic targeting of alerts. It provides for associating digital images and other binary information with alerts. It supports various mechanisms for ensuring message authenticity, integrity and confidentiality (where required) including in particular the work of the OASIS Web Services Security and PKI Technical Committees.

The chief benefit of CAP will be reduction of costs and operational complexity by eliminating the need for multiple custom software interfaces to the many warning sources and dissemination systems involved in all-hazard warning. The CAP message format can be converted to and from the "native" formats of all kinds of sensor and alerting technologies, forming a basis for a technology-independent national and international "warning internet."

## IMPLEMENTERS AND SUPPORTERS

A partial list of public and private organizations that have implemented CAP includes:

- National Weather Service
- United States Geological Survey
- California Office of Emergency Services
- Virginia Department of Transportation
- Capital Wireless Integrated Network (CapWIN)
- GeoDecisions, Inc.
- E Team
- Blue292
- Warning Systems, Inc.
- Comlabs, Inc.
- mobileFoundations
- Ship Analytics
- MyStateUSA
- IEM, Inc.
- Hormann America, Inc.
- Oregon RAINS
- NDS, Ltd.

CAP-capable applications have been deployed in multi-vendor events and field trials in Washington, D.C., Virginia, Florida, Nevada and California. CAP data elements have been incorporated in the U.S. Department of Justice's "Global Justice XML Data Model".

CAP has been endorsed by the National Emergency Management Association's Preparedness Committee, the Partnership for Public Warning, the ComCARE Alliance, the Emergency Interoperability Consortium and the Capital Wireless Integrated Network (CapWIN).

**The following are considered to be salient characteristics that satisfy the minimum requirements of the School District for the product requested in this Request for Proposal:**

The solution MUST include the following:

1. Be a turnkey installation/deployment with configuration and support originating from one provider.
2. Have a single web-based (thin-client interaction) interface that allows a non-technical user to self-administer and manage time-sensitive communications to parents/guardians, students, administration, teachers, individual school security, first responders, media, and others. The tool should not require notification of the vendor to make a mass notification;
3. Capable of sending a mass notification message from anywhere via the web or net-connected phone;
4. Capable of sending a mass notification message through a touch tone phone, utilizing a scenario number and activation codes;
5. Capable of managing a mass notification to over 30,000 households through standard text communication devices: mobile phones (via SMS text message), email accounts, text pagers, wireless PDAs, and web site pages;
6. Allow for escalation across devices/systems, e.g., if recipient does not respond to first device, try next one, and repeat as needed.
7. Be a cross-carrier mobile content service, so it does not matter which phone providers our subscribers use.

8. Be able to accept an import of contact information from the districts current or future student information system.
9. Allow subscribers to self-manage their accounts to register or deactivate the service, update phone numbers or email addresses.
10. Allow administrator to customize text messaging and email event notification message's title, body, and attached URL for more information;
11. Provide integration with both internal and external applications using SIF (Schools Interoperability Framework) or other integration tools without hiring a third party vendor.
12. Provide CAP (Common Alerting Protocol) compliant, supporting emergency management interoperability guidelines;
13. Be Section 508 (Federal Rehabilitation Act) compliant to provide adequate accessibility to people with special needs;
14. Capable of being hosted at redundant geographically separated failover sites;
15. Have a proven track record with large organizations, especially with educational institutions with similar demographics as Rockford Public Schools District No. 205;
16. The Service or System must be available on a 24-hour-a-day, 7-day-a-week schedule, including holidays.
17. The Service or System must support multiple languages.

The solution SHOULD include the following:

1. Provide a mechanism to initiate a conference call and to populate the call with individuals from a pre-defined group;
2. Allow subscribers define group membership (as permitted by an administrator), delivery preferences, and add multiple delivery devices (i.e., multiple emails, cell phones, etc.);

**Additional mandatory requirements that are not considered salient characteristics:**

## **1, References**

Rockford Public Schools District No. 205 is requesting that the vendor provide at least three and preferably five references from school districts and/or universities, using the vendor's Emergency Notification System (ENS). Preferred references are school districts with at least 30,000 students. References should include contact name and telephone number for each district/university.

## **2 Demonstration/Presentation:**

Rockford Public Schools District No. 205 may require a demonstration or presentation to determine if information or suggested solutions will be sufficient to meet our minimum needs.

(End of Section)

# DETAILED PERFORMANCE AND SYSTEM QUESTIONNAIRE FOR ENS

## 1. General

- a. Provide a brief description of how your service works.

## 2. Activation

- a. Can the Service or System manage a mass notification to over 30,000 households through standard text communication devices: mobile phones (via SMS text message), email accounts, text pagers, and wireless PDAs?
- b. Can an administrator customize a text message and email notification message's title, body, and attached URL for more information?
- c. Can the Service or System notify groups of up to a minimum of 2,000 people by phone using text to voice and be capable of polling recipients for information and reporting back to the system administrator?
- d. Can the Service or System be configured to make repeated attempts against multiple phone numbers until the recipient acknowledges receipt or the notification times out?
- e. Can the System or Service initiate a conference call and populate the call with recipients from a pre-defined group.
- f. What devices (phone, web site, web-enabled phone, etc.) can trigger mass notification messages?
- g. Can the Service or System send a mass notification message through a touch tone phone, utilizing a scenario number and activation codes?
- h. Can multiple groups (distribution lists) be notified during a single mass notification? Can the groups (distribution lists) be prioritized?
- i. Does the Service or System provide audio-visual desktop alerts via popup to all wired or wireless networked computers?
- j. Can the Service or System make network alerts to any other IP-connected devices via standard XML and CAP protocols, such as electronic billboard or LED displays?
- k. Is the service extendable to support additional delivery methods in the future as would be required?

## 3. Accessibility / User Interface

- a. Is this a single-sign-on service or system? Does the service integrate with Active Directory for user authentication? If not, how does your Service or System manage authentication?
- b. Describe the process utilized to validate faculty, staff, and student status prior to account establishment (opt-in). Include detailed requirements on what the district is required to provide.
- c. Describe the mechanism that faculty, staff; or students would utilize when initially applying (opt-in) to the Service or System.
- d. How does the system handle non-custodial parents/guardians?
- e. Does the Service or System allow subscribers to self-manage their accounts to register or deactivate the service, and update phone numbers or email addresses?
- f. Can subscribers define group membership (as permitted by an administrator), and delivery preferences?
- g. How many and what type of devices can each subscriber enter into the Service or System?
- h. What kind of helpdesk support and documentation is available for recipients (administration, teachers, and principals)?
- i. Is the Service or System Section 508 (Federal Rehabilitation Act) compliant to provide adequate accessibility to people with special needs?
- j. Specify the browsers the Service or System supports.
- k. Is your firm willing to provide assistance in marketing or advertising to the parents/guardians, community, and administration? It is preferred that bidders provide draft of user-friendly descriptive material, such as a fact sheet or brochure, that could be utilized by the school district, in whole or in part, and distributed across the community to explain the operation of the system from a user perspective.

## 4. Capabilities

- a. Can your Service or System incorporate with district mapping to geographically identify a calling area?

## 5. Administration

- a. What level of support (in FTE) is necessary for on-site support of the System or Service?
- b. Describe the technical support available for administering your Service or System. What are the hours of availability? What type of support is available (web, email, phone, chat)? What is the expected response time on technical issues?
- c. Describe your training programs for end-user and technical personnel that are included as part of the Service or System.
- d. Describe any feedback that could be provided to RPS205 relating to invalid telephone numbers for the database.
- e. What is the maximum number of concurrent users your Service or System can support? Describe how your Service or System defines concurrent users.
- f. How does the Service or System accommodate the redesign/customization of input and inquiry screens to meet user-designed parameters?
- g. Does the Service or System allow for extendable and customizable user information fields?
- h. Can an active Service or System mass notification be stopped before it is completed?
- i. Explain how groups (distribution lists) can be created in your Service or System (importing lists, wild cards searches (dynamic groups), groups generated within the service or system, etc.) to allow targeted notification.
- j. How is administrator permission and access rights for authorization handled in the Service or System?
- k. Do you support user groups or advisory boards for the proposed solution?

## 6. Database management

- a. Can the Service or System accept importing of contact information from current and/or future student information systems?
- b. Will the comprehensive data dictionary of the database be available to RPS205?
- c. Can fields and tables be added to the database for local needs?
- d. What database does the Service or System support?
- e. Does the database support archiving old data for future access?
- f. Describe recommended methods of purging expired accounts.
- g. How are recipients defined in your database?
- h. Can your service accept automated data upload (e.g., upload landline phone numbers in a batch mode)?

## 7. Infrastructure

- a. Does the Service or System integrate with internal and external applications using SIF (Schools Interoperability Framework) or other integration tools without hiring a third party vendor?
- b. Is the Service or System CAP (Common Alerting Protocol) compliant?
- c. Does the Service or System allow activation of multiple third-party alerting devices/applications (i.e., PA, VoIP, Siemens Fire Alarm Systems) using a single interface?
- d. Specify the number of SMS that can be delivered to each carrier per minute. If possible, please provide documentation of test results. Are you willing to provide a Service Level Agreement (SLA) with respect to message delivery to the wireless carriers?
- e. Specify the number of cell phone voice notifications that can be delivered to each carrier per minute. If possible, please provide documentation of test results. Are you willing to provide a Service Level Agreement (SLA) with respect to message delivery to the wireless carriers?
- f. How are issues of incoming phone line overload addressed? What kinds of delay would you expect when phone lines are jammed?
- g. If it is a Service, is the Service available on a 24-hour-a-day, 7-day-a-week schedule, including holidays?
- h. How are service and system backup/recovery issues handled?
- i. Provide a technical description of the number and location of your gate way facilities. Describe your physical facilities, including backup power, backup communications circuits, and physical security.
- j. Describe your typical downtime for maintenance and other Service or System failure.
- k. Will RPS205 be required to install any hardware and/or other infrastructure on site?
- l. List any wireless carriers that operate in Illinois that you do not support.

## 8. Inquiry Management Tools (Feedback Management)

- a. Can the Service or System manage event-specific inquiries directly to a web site or by phone?
- b. Can inquiries can be categorized and automatically routed via a web site to the appropriate person for response.
- c. Can inquiries and responses be tracked and archived via a web site for subsequent follow-up?

## 9. Message Management

- a. Does the Service or System support public and private web pages, where incident specific information and procedure documents can be posted throughout an incident?
- b. If the Service or System can support a web site, can the Service or System send updated documents or web page changes via email or fax to specific groups of recipients (such as media) without technical assistance?
- c. If the Service or System can support a web site, can it manage both password-protected information and public information on web sites?
- d. If the Service or System can support a web site, can it manage the workflow for drafting, approvals and posting of documents on a public information web site?
- e. Does the Service or System support a website, can it also support images and video?
- f. Does the Service or System support multiple languages? If so please specify.

## 10. Reporting

- a. Can the Service or System centrally track in real-time all alerting activities for each individual recipient including sending, receiving, and responding to alerts, and will be able to generate reports based on this information?
- b. Can reporting be scheduled to run automatically and update an intranet page, be saved to the database, or sent as a report via email?
- c. Is the report data fully accessible for reporting purposes? Can the data be exported? Are data fields (created post deployment) automatically available for campaigns or reporting?
- d. Does the Service or System include functionality that allows administrators to create custom reports?

## 11. Security

- a. Does your Service or System use secure login credentials?
- b. What kind of audit trails and activity reports are available in the Service or System?
- c. How does your Service or System protect subscribers' personal information (e.g., individual's ID number, phone number)?

## **12. Pricing Plan**

- a.** Is your solution priced by enrollment, seat licenses, site license, or other?
- b.** Are there any price differences between faculty, staff, students, and parents?
- c.** Would there be any additional costs above the subscriber costs?
- d.** What is the per SMS message costs?
- e.** What is the per phone call costs?
- f.** Assuming that RPS205 will not contract from day one for all 30,000 accounts, what is the minimum acceptable number of subscribers that can be contracted?
- g.** Describe any equipment that would require installation in the RPS205 data center and if the equipment is included in the price.
- h.** Can the Service or Systems be purchased by module or at a discount as a bundled solution?
- i.** Does the annual price include upgrades?

## **13. Company Experience/Background**

- a.** Provide a list of up to five (5) customers using your services who we may contact as references. At least three of the references should be from a school district/university having 30,000 or more students. All should be similar in size to our institution and receive substantially similar services as we are seeking.
  - i.** Name of the district, university, or other entity.
  - ii.** Contact person from that organization in charge of the contract agreement. Include name, title, telephone number, and email address of this person.
  - iii.** Explain in general terms what was provided.
  - iv.** Provide the legal status of the company (private, wholly-owned subsidiary, holding company, public, etc.).
  - v.** Please provide an overview of your corporate history, including any and all acquisitions and mergers in the last five years.
- b.** Describe your recommended implementation strategy including on-site coordination and support services, best practice consulting options, and professional services. Identify any third-party vendors involved in your implementation strategy and describe these relationships.
- c.** Where are your main business locations?
- d.** How many employees are currently working for your firm?
- e.** How long has your firm been providing SMS messaging?
- f.** How many districts and how many total subscribers is your firm currently supporting?
- g.** Specify the amount of time that it would take to have this available for use from the day of award of contract.
- h.** Have you ever suffered a security incident where telephone numbers, names, or other information of individuals included in your database was released? If the answer is yes, please describe the incident(s).

(End of Section)

**ROCKFORD BOARD OF EDUCATION  
EMERGENCY NOTIFICATION SYSTEM HOSTED  
SERVICE**

A separate sheet **MUST** be filled out for EACH different solution being offered.

We propose to offer the following service in accordance with all conditions and specifications, and further certify that the service will be in compliance with all City, County, State, and Federal guidelines regulations and requirements applicable to such services.

<u>DESCRIPTION</u>	<u>Unit Price</u>	<u>Total</u>
Provide upon award the Emergency Notification System Hosted Service serving a population of ~30,000 students' families specified as: _____ _____.		

Cost shall be based on a per student, per student license, or other definitive methodology that specifies a per "single unit" cost for each student family enrolled in the Emergency Notification System hosted service provided.

**1. Estimated Cost based on 30,000 students for 5 Year Period :**      \$ \_\_\_\_\_      \$ \_\_\_\_\_  
**(Unit Price = All inclusive cost per student per year)**  
**(Total Cost= Unit Price X 30,000 X 5 Years)**

If notified of award on June 25, 2008 ----  
System could be made available NLT: \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone Number w/Area Code

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Fax Number w/Area Code

\_\_\_\_\_  
Federal Employer's Tax Identification #

\_\_\_\_\_  
Toll-Free Number (If one is Available)

\_\_\_\_\_  
Web-Site Address (If one is Available)

\_\_\_\_\_  
E-mail address