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

IFB No. 12-06 Nurse Staffing Coverage Date: September 16, 2011

OFFERS WILL BE RECEIVED UNTIL: 10:30 AM (CDST) on Tuesday October 18, 2011

FOR SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES SPECIFIED HEREIN. THE DATE AND THE TIME AS STATED IS ALSO
THE TIME OF THE PUBLIC BID OPENING. IF YOU DESIRE TO SUBMIT A BID, PLEASE DO SO ON THE FORMS PROVIDED AND
RETURN TO THIS OFFICE.

Addressed to: BOARD OF EDUCATION
Director of Purchasing
Rockford Board of Education
School District No. 205
201 South Madison Street
Rockford, Illinois 61104-2092

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: Vernon Hilton, 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 judgment 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).
Complete, sign and return this Bid Form, the Illinois State Debarment Certification Form, the attached Bid Sheet(s) and any other required submittals.

No bids may be withdrawn after the official opening. All bids submitted must be valid for a minimum period of sixty (60) days after the date set for the bid opening. Please check the Terms and Conditions for any variation of this requirement.

All prices are F.O.B., Rockford, Illinois, which is further defined as meaning the price submitted on the bid sheet is the total price to this school district, including all freight and delivery charges. Under no circumstances may prepaid charges be added to the invoice.

A substitute item will be considered only if it is an item of regular manufacture as evidenced by literature, catalogs, etc. and not a pro-type or first article test item. Items lacking an established commercial market or substantial sales of evidence must be placed in the hands of the Director of Purchasing PRIOR to the date and time of the bid opening.

The successful bidder must submit a separate invoice for each purchase order. The information on that invoice shall cover ONLY that one purchase order.

On the attached list, please type on the bid sheet(s) the information that is requested. If there is insufficient room for your information on this Bid Sheet(s), please present data on a separate sheet (one item to a sheet).

No re-cap of the bid summary will be mailed. Any interested party, including all bidders, may examine the bid summary after bids have been opened, awarded, and purchase orders issued. Bid summary will be available at the Board of Education Administration Building, Purchasing Department, 8:00 A.M., to 4:30 P.M., Monday through Friday. Bid recaps may also be reviewed by visiting www.DemandStar.Com.

Vendor’s signature on this Bid Form must be an actual signature. A stamped, facsimile, or typed signature may disqualify the bid.

Unless notified otherwise, should no offer be received, the firm may be subject to being removed from the bidder’s list.

The above General Conditions and Instructions are applicable to all bids. Additional Terms and Conditions and Specifications are supplied for each bid.

Please address all questions relative to any bid to the Director of Purchasing, Board of Education, 201 South Madison Street, Rockford, Illinois 61104-2092.

**THIS SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED. FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF BID.**

The undersigned hereby certifies that he/she has read and understands the contents of this solicitation and agrees to furnish at the prices shown any or all of the items and/or services, subject to all Instructions, Terms and Conditions, Specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

ATTACHED PRICES OR BID SUBMITTED BY:

<table>
<thead>
<tr>
<th>Address</th>
<th>Name of Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>City &amp; State</td>
<td>Zip</td>
</tr>
<tr>
<td>Area Code</td>
<td>Telephone Number</td>
</tr>
</tbody>
</table>
SEALED BID PROPOSAL

BID NO.: 12-06
OPENING DATE: Tuesday, October 18, 2011
OPENING TIME: 10:30 AM (CDST)
DESCRIPTION: Nurse Staffing Coverage
ATTN: PURCHASING DEPT.

DATED MATERIAL-DELIVER IMMEDIATELY

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

LATE OFFERS CANNOT BE ACCEPTED!
NOTE: If you are unable to submit a proposal for this work, please complete and return this form immediately.

The Purchasing Department of the Rockford School District wishes to keep its vendors list file current. If for any reason you cannot supply the commodity/service noted on the attached solicitation, this form must be completed and returned to remain on the particular vendor list for future projects of this type.

We, the undersigned, have declined to submit a proposal on:

Proposal No. & Name:    Bid 12-06 Nurse Staffing Coverage

We are unable to submit a proposal for this work due to the following:

_____Too busy at this time  _____Unable to meet specifications
_____Bond requirement     _____Not engaged in this type work
_____Insurance requirement  _____Site location too distant
_____Length of time required to obtain payment

_____Project is   _____too large   _____too small

_____Remove us from your bidder's list for this commodity/service

_____Other (specify below)

_____Do you wish to be considered in the future for similar projects? _____Yes  _____No

REMARKS:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Signature: ____________________________  Name & Title: ____________________________

Firm: ________________________________  Phone: _________________________________

Fax: ________________________________  E-mail: _________________________________

Address: ____________________________  (Street Address) (City) (State) (Zip-Code)

Date: ____________________________

Return to:  Director of Purchasing
Rockford Public School District
201 S. Madison St.
Rockford, IL 61104
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
MINORITY AND WOMEN-OWNED BUSINESS CONCERN REPRESENTATION

Minority-Owned Business: a minority-owned business concern means a business concern that: (1) is at least 51 percent unconditionally owned by one or more individuals who are considered to be a member of a minority group, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more members of a minority group; and (2) has its management and daily business controlled and operated by one or more such individuals.

Individuals who certify that they are members of minority groups (African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other minorities) are to be considered minority-owned enterprises.

Women-Owned Business: a business that is at least 51 percent owned by a woman or women who also control and operate it.

“Control” in this referenced context means exercising the power to make policy decisions. “Operate” means being actively involved in the day-to-day management of the business.

The District shall rely on written representations of concerns regarding their status as minority/women-owned businesses.

BIDDERS MUST COMPLETE THE SECTION BELOW AND RETURN THIS FORM WITH THEIR BID. FAILURE TO DO SO MAY RENDER THE OFFEROR’S BID UNACCEPTABLE.

A. Representation. The offeror represents that it is ( ), is not ( ) a minority-owned business concern.

B. Representation. The offeror represents that it is ( ), is not ( ) a women-owned business concern.

C. Representation. The offeror represents that it is ( ), is not ( ) a disabled-owned business concern.

Please Check Appropriate Box/Boxes

☐ African American (AFRAM) ☐ Caucasian (CAUC) ☐ Native American (NAAM)

☐ Hispanic American (HISP) ☐ Asian-Pacific (ASIAP) ☐ Asian-Indian (ASIAI) American

☐ Other ___________ ☐ Woman Owned (W)

Please identify

Company Name ___________________________ Address ____________________________________

City ___________________________ State ___________________________ Zip ___________

Phone # ___________________________ Fax # ___________________________ FEIN # ___________________________

Signature of Company Official ___________________________ Title ___________________________

Date ___________________________

ILLOIS 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.

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. BID OPENING. Sealed bids 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. No other bids will be considered after this date and time unless it is evidenced and determined that the bid was in the District’s possession prior to the scheduled bid opening time and date. Late bids shall be rejected and shall remain unopened. The Rockford Public School District does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids. All bids delivered in person shall be deposited with the Purchasing Department, 2nd Floor, Room 212, 201 S. Madison St., Rockford, IL, 61104.

2. BID PREPARATION. Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of the bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.

3. BID ENVELOPES. Envelopes containing bids must be sealed and addressed to the Rockford Public School District Purchasing Department. The name and address of the bidder and the Proposal Number must be shown on the envelope.

4. ERRORS IN BIDS. Bidders are cautioned to verify their bids before submission. Negligence on the part of the offeror in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, 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 IFB. 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 Invitation for Bid.

7. AWARD. The Rockford Public School District will evaluate bids and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible bidder 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 bidder, 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 determine the lowest responsible bidder 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. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specifies otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding 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. Individual samples must be labeled with the bidder’s name, invitation number, item reference, manufacturer’s brand name and number. If samples are requested, they must be sent under separate cover and not included with bid. The District will not be responsible for any bid enclosed with sample boxes.

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 IFB 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 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. Any 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.

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 October 25, 2011 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/service(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.

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

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.

SAFETY CODES
It is required that all equipment be in full compliance with any and all Federal and State Statutes, including OSHA Safety Standards, Environmental Protection Agency and Life Safety Codes, and any applicable ordinances for the City of Rockford, County of Winnebago, Illinois, as appropriate.

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 IFB:

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

QUESTIONS
Any questions regarding this bid; may be referred to the Vernon Hilton, Director of Purchasing Agent at (815) 966-3096 in the Purchasing Department.

OPTION TO EXTEND THE TERM OF THE CONTRACT
(a) The District and Contractor may mutually agree to extend the term of this contract annually by written notice to each party at least sixty (60) days prior to contract expiration.
(b) The extended contract shall be considered to include this option provision. The option is deemed exercised when mailed or otherwise
furnished to each party.

(c) Upon the exercise of an option year period, supplies and services will be provided for the time periods as specified in the solicitation.

(d) Pricing for any subsequent renewal terms will be determined in accordance with the “Pricing” clause contained in this solicitation.

(e) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

OPTION YEAR PRICING
The prices submitted on this solicitation should be submitted for the base contract year. Pricing for any subsequent option years will be determined in accordance with the “Pricing” clause contained in this solicitation. The prices for the base year of the contract and all option years are to be firm-fixed prices.

EVALUATION OF OPTIONS
(a) The District will evaluate offers for award purposes by determining the lowest base period price. Since option year pricing is based on limits established in the “Pricing” clause, option year pricing is automatically considered when evaluating the base year price. All options are therefore considered to be evaluated. Evaluation of options will not obligate the district to exercise the option(s).

(b) The District may reject the offer if exceptions are taken to the price provisions of the “Pricing” clause, unless the exception results in a lower maximum option year price. Such offers will be evaluated without regard to the lower option year(s) maximum. However, if the offeror offering a lower maximum is awarded a contract, the award will reflect the lower maximum.

ALTERNATE BIDS
Alternate bids are not acceptable and will be rejected by the District. Alternate bids are defined as bids that do not comply with the bid terms, conditions, and specifications. Offerors may submit more than one bid providing that all such bids comply with the bid terms, conditions, and specifications.

CONTRACT
A response to this Invitation for Bid (IFB) is an offer to contract with the District based upon the terms, conditions, and specifications contained in the District’s IFB. Bids 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 IFB, unless any of the terms and conditions are modified by an IFB Amendment, a Contract Amendment, 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.
INTRODUCTION
Rockford Public School, District No. 205 is seeking the services of a medical staffing firm in order to provide nursing services for District students who require one-on-one medical care. The District is also seeking for such a firm to provide staffing coverage for shortages of qualified personnel due to illnesses and/or other personal absences.

Any inquiries regarding this request, or the entities identified, should be made to the District’s Purchasing Department.

NATURE OF SERVICES/MINIMUM CRITERIA

- Upon request by the District, provide licensed health care providers to provide one-on-one nursing services to physically and/or mentally disabled students. Services are to coincide with the District’s calendar year and may include traveling with student on District provided transportation.

- Personnel’s duties are to be carry out in accordance with student’s physician established Individual Education Program (IEP) on the District premises and District provided transportation.

- Upon request by the District, provide staffing coverage for shortages of qualified personnel due to illnesses and/or other personal absences within one (1) hour notice.

- Firm to establish a pool of back-up personnel to guarantee staffing for meeting District coverage needs.

- Personnel is required to meet the following criteria:
  - Possess current state license/registration and/or certification, as applicable and appropriate for the services provided to the District.
  - Possess CPR certification, to be presented to the District’s Administrator upon request.
  - Meet the Firm and District conditions of employment regarding health clearance (to include background check, pre-employment physical, drug test and TB skin testing), provision of professional references and any other applicable hiring criteria, documentation of which will be kept in the Firm’s employee file.
  - Shall have at least one (1) year of relevant professional experience and one (1) year of specialty experience.

TERM OF ENGAGEMENT
It is the intent of the District that this contract be considered a base year contract with the first year ending June 30, 2012 with two (2) additional one (1) year options for fiscal years ending June 30 of 2013 and 2014. The exercise of the option year periods under this contract will be subject to the needs of the District and budget adoption by the District. The District’s obligation under this contract is contingent upon the availability of budgeted funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available for this contract.

- The District School Board may terminate this contract if the firm or the firm’s representatives:
  - Repeatedly refuses or fails to supply enough properly skilled personnel;
  - Disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction or;
  - Otherwise is guilty of breach of a provision of the contract.

When any of the above reasons exists, the District upon sufficient cause may, without prejudice to any other rights or remedies of the District, and after giving the firm thirty (30) calendar days written notice, may terminate the contract.
INSURANCE
The Firm shall purchase and maintain the following insurance protection:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miscellaneous Professional Liability</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

Evidence of such insurance shall be furnished to the District as part of this submittal. Failure to do so may result in non-consideration of proposal. Successful proposer will provide the District with thirty (30) days prior written notice of any cancellation, non-renewal or reduction, of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Firm shall procure substitute insurance so as to assure the District that the limits of coverage are maintained continuously throughout the period of this Agreement.

The Firm shall require these insurance provisions to apply in full force and effect to its sub-contractors (personnel) and shall provide the District Certificates of Insurance as described herein.

Proposer must provide standard automotive coverage as required by Illinois Statute. Proposer to indicate insurance company’s name and to provide such proof if requested.

In lieu of providing worker’s compensation requirements, proposer’s signature on the bid submittal document acknowledges that no claims will be filed against the District’s worker’s compensation insurance plan.

Proposers are to include with their submittals the following:

- Insurance documentation as indicated.
- Certification of personnel as indicated.
- Three references similar in nature to this request, indicating name of client; address; telephone number; name of contact person familiar with services provided.

INDEMNIFICATION
Firm and personnel will indemnify and hold harmless School Board, its agents and employees from all suits, actions, claims, demands, damages, losses, expenses, including attorney’s fees, costs and judgments of every kind and description to which the School Board, its agents or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any action of commission, omission, negligence or fault of the trainer in the rendering of the services performed under this proposal.

SERVICES PROVIDED BY DISTRICT

- District to retain full authority for student care
- District to provide Firm with student’s IEPs as established by student’s physician
- District to provide Firm personnel an orientation of District facility and policy and procedures prior to work assignment can commencing

PRICING
Firm agrees to hold firm the prices offered throughout the first twelve (12) months of the contract. For each subsequent twelve (12) month period thereafter, and upon a minimum of sixty (60) days advance written notice to the District, Contractor may increase the price no more than __________ percent (___________%) of the price in effect during the previous twelve (12) month period. In the event of any price decrease during the term of this contract, Firm will reduce the contract price by the same percentage reduction as such price decrease. Any change in price must be submitted to the District by the Firm at least 60 days prior to the anniversary date of the contract.
Nurse Staffing Coverage

Bid Submittal Form

Nurse staffing coverage will be provided as needed in accordance with all terms and conditions found herein for the following stated fee(s):

Registered Nurses (RN): _______ (per hour) not to exceed _____________ hours; pro rata on a ______ hour basis.

License Practicing Nurse (LPN): _______ (per hour) not to exceed _____________ hours; pro rata on a ______ hour basis.

Additional fees
Additional hours provided in excess of the above maximum: ______________per hour pro rata on a _____ hour basis.

______________________________________________________________  __________________________________________________________
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