

Request For Proposal

Riverside School District 96
After-School Child Care
February 2025

Instructions for Proposals

Packet: Request for Proposals (RFP) may be picked up at the District office or emailed during normal working hours, 8:00 a.m. until 3:00 p.m., beginning Monday, February 25, 2025. Please contact Jim Fitton at fittonj@district96.org for an emailed copy of the RFP.

Requests for Information: Questions and requests for clarification should be made through email to Dr. Martha Ryan-Toye at ryan-toyem@district96.org.

Building Tours: Individual building tours of the school site are available for all interested providers by scheduling directly with Jim Fitton.

Submission of Proposals: Proposals must be received by 1:00 PM on Monday, March 10 and submitted to: **Riverside School District 96; 3340 S. Harlem, Riverside, IL 60546; Re: D96 Before/After School Care Proposal**

Proposals must be marked with the following information included on the outside of the envelope:

- Company Name
- Address
- Phone Number
- Email
- Primary Contact Person

Proposals must include:

Signed Instructions for Proposals	Page 1
Signed General Terms and Conditions	Page 2-4
Signed RFP Schedule	Page 5
Signed and Completed Questions/Requests for Information	Page 6
Signed and Completed Tuition/Fee Schedule	Page 7
Signed and completed Reference Page	Page 8
Signed Acknowledgement	Page 9

Submitted by: _____

Signature of Authorized
Representative Provider

Date: _____

Riverside School District 96
After-School Child Care
February 2025

General Terms and Conditions

The reference to “Provider” hereinafter shall be to any entity or business making a proposal to provide the requested programming.

Program Responsibility: The proposal must be for the full programming costs of personnel, materials, equipment, rental fees, snacks/beverages, and all miscellaneous expenses necessary to operate before and after-school programs on school grounds in full compliance with all applicable Illinois and Federal requirements for such programming and in compliance with the terms of the agreement between the Riverside School District 96 and the Provider. The provider must be able to provide services at all 4 elementary schools. Riverside School District 96 (hereinafter referred to as “District”) proposes to agree with Provider for the use of the physical space for the program. All other responsibilities for programming and services shall be borne by the Provider. The Provider will be solely responsible for all of its employees, staff and services. The Program shall not be considered a school- or district-related activity. All publicity and program materials should make clear this distinction.

Background Check: The Provider shall be responsible for requiring that a criminal INVESTIGATION background check be conducted on all of its staff and employees who come into contact with children. The Provider shall confirm in writing at the outset of each school year – and at the time any new staff or employee is hired who will be on the District’s premises – that all of its staff and employees have submitted to and completed a criminal background check. The Provider will provide copies of all background checks completed for its staff at the onset of their work within the District and upon hiring any new staff or employee who will come into contact with children.

Program Hours: Students will be provided the option of before school care beginning at 6:30 am until the start of the school day at 8:15 am. Students begin afternoon dismissal at 2:55 pm. The Before/After School Care Program hours are proposed as: ***3:00 pm to 6:00 pm; however depending on the structure of dismissal, students may arrive as early as 2:55.*** Each component must interface seamlessly with school programs offered after school, allowing students to safely move from school to extracurricular program to daycare.

Program Scope: The District is seeking proposals for before and after-school program to be held at each of the four elementary schools. The program design should have a focus on childcare programming with structured social, learning and recreational opportunities with an emphasis on structured activities. The program would be available to children who reside in the School District, are enrolled in the district, and are in grades kindergarten through 5th grade. While the scope of the program is designed for grades Kindergarten through 5, it shall allow, if necessary, District Students in grades 6-8. Ames Elementary currently has 395 students in grades K-5, Blythe Park Elementary currently has 221 students in grades K-5, Central Elementary currently has 360 students in grades K-5, and Hollywood currently has 101 students in grades K-5.

Agreement Terms Part of Proposal: Any Provider submitting a proposal will be expected to and hereby does agree to these General Terms and Conditions, and enter into, those terms and conditions set forth

in the Agreement included with this RFP. The terms and conditions of the Agreement are proposed to be integral and required conditions of the proposal. Any Provider making a proposal must familiarize itself with the terms and provisions of said Agreement and state in their response any terms they propose to be altered or they are otherwise unwilling or unable to agree to, and if applicable, propose alternative terms.

Effect of Proposal: The submission of a proposal constitutes a Provider's representation that they have read and understand the terms and conditions of this RFP. By submitting a proposal, any Provider further represents and warrants that the person submitting such proposal and executing any documents related thereto is a representative of the Provider fully authorized to make legal commitments on behalf of the Provider.

Provider Selection: Proposals shall be awarded to the Provider deemed most suitable by the Board. The Board may award a nonconforming proposal if it chooses. The Board is seeking responses to this RFP to obtain competitive pricing for the requested services with the understanding that the quality and nature of the services will play a significant role in the determination of the most qualified Provider. The Board will use its reasonable judgment to assess which proposal best meets the needs of District residents and community, all as determined by, and in the sole discretion of the Board. The Board further reserves the right to accept any proposal in whole or part and to award all or any part of the work to one or more Providers. Finally, the Board shall have the right to reject any proposal or Provider or terminate its relationship with any Provider as set forth in the Agreement.

Indemnification: A Provider making a proposal must agree to and shall indemnify and hold harmless Riverside School District 96, all of its employees, and the Board and its individual board members, officers, employees, agents, volunteers, successors, and assigns ("Indemnitees"), from any and all claims, costs, damages, losses, judgments, liabilities and expenses (including reasonable attorneys' fees and litigation costs) which may be raised, occur or be incurred by the Indemnitees arising out of, in connection with, or related to (1) the Provider providing afterschool program as contemplated hereby, (2) any acts or omissions of the Provider or its agents, employees or representatives; and (3) any breach by the Provider of the terms or requirements of the Contract. Any litigation or claims brought by Provider involving the District shall be brought in the Federal or County judicial venue of the School District in Cook County or the Northern District of Illinois.

The Provider further agrees to indemnify and hold harmless the Board, its employees, representatives or program participants against any and all claims for loss, damage, or injury arising out of a claim or suit for alleged infringement of any trademark, copyright or patent for any equipment, services, curriculum or materials used or provided by the Provider. The Provider agrees that it will assume, upon request, the defense of any and all such indemnifiable claims and suits and pay all costs and expenses incidental thereto.

Professional Services: The Provider commits and agrees at all times that its services shall be performed and provided in accordance with professional standards, and in accordance with all Federal and Illinois legal requirements, licenses, laws, regulations and industry best practices.

No Assignment: The qualifications of the Provider are essential to the performance of this Agreement and no portion of the work hereunder may be transferred, assigned or otherwise delegated to any other business, entity, third party consultants or employees other than the Provider and those persons in the employment of and under the supervision of the Provider.

Compliance with Laws and Policies and Procedures: The Provider agrees to and shall at all times observe and comply with all applicable laws, rules, ordinances and regulations, and District 105 policies and

procedures enumerated in the Agreement, relating to its operations and as certified to these RFP Documents.

Submitted by:

Date:

**Signature of Authorized
Representative Provider**

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Riverside School District 96
After-School Child Care
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RFP Schedule

RFP Issued	February 25, 2025
Building Tour	TBD
Deadline for proposal submission	TBD
Board of Education meeting to discuss proposals/Interviews of Company	March 10-21, 2025
Board of Education to take action on proposal	April 2, 2025
Tentative start date of program (TBD by school calendar)	August 2025

Submitted by:

**Signature of Authorized
Representative Provider**

Date:

DRAFT

Riverside School District 96

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Questions/Requests for Information

Please provide an additional sheet that addresses the following questions:

- A general statement that includes a) your program's general philosophy b) your program's mission and c) key indicators which separate your program from other providers.
- Minimum and Maximum adult to student staffing ratios within the program
- Minimum staffing qualifications of adults working with students.
- Minimum number of students needed to run a school program.
- Maximum number of students your program can accommodate if not limited by space.
- General requirements of the space that would be needed to accommodate your program including storage and any requirements for snacks.
- Describe how your program would provide for a secured entrance/exit for parent pick up.
- Describe your administrative staff structure including a chain of command.
- Provide the administrative staff's credentials and experience.
- Describe your process for locating, training, supervising, and evaluating your staff.
- Provide information about your programming licensing status including any special accreditations, awards, or commendations.
- Describe the activities for students included in your program citing an example of a daily and weekly schedule.
- Describe your process for accommodating children with special academic, physical, emotional, and medical needs.
- Describe your behavior management plan including rewards, consequences, parent notification and follow-up.
- Describe your process and/or method for parents to make payments
- Describe your methods of communication with parents

Submitted by via additional sheet: _____ Date: _____

Signature of Authorized
Representative Provider

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Tuition/Fee Schedule

Assuming no cost for facility use, provide the following fee rates:

Daily Rate: _____

Weekly Rate: _____

Please explain any discounts that would be provided if a family enrolls more than one child.

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What is the minimum number of days a family is required to pay for per week?

Please describe how you work with families of need.

Submitted by: _____

**Signature of Authorized
Representative Provider**

Date: _____

Riverside School District 96

After-School Child Care

February 2025

References

Reference One:

Company Name: _____

Primary Contact Name: _____

Email Address: _____

Primary Contact Phone Number: _____

Reference Two:

Company Name: _____

Primary Contact Name: _____

Email Address: _____

Primary Contact Phone Number: _____

Reference Three:

Company Name: _____

Primary Contact Name: _____

Email Address: _____

Primary Contact Phone Number: _____

Submitted by: _____

Date: _____

**Signature of Authorized
Representative Provider**

Riverside School District 96
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Acknowledgement

I hereby acknowledge that I have reviewed and understand the provisions and requirements of the After School Child Care Programming AGREEMENT as provided for in Exhibit 1 for a daycare Provider pursuant to this RFP. I understand that the successful provider proposing to provide daycare programming under this RFP will be required to enter into this AGREEMENT.

Submitted by:

Date:

**Signature of Authorized
Representative Provider**

DRAFT

Exhibit 1

Proposed Agreement (After-School Child Care Programming)

The following Operation Agreement is submitted this _____ day of _____, 20____, to Riverside School District 96, Cook County, Illinois ("School District 96") from _____. This Agreement is neither a lease nor a license.

1. **Programming:** The _____ agrees to provide an After School Program ("Program") for School District 96 in accordance with the terms of the RFP and bid submitted by the Provider. The specific hours and terms of operation is determined by the school calendar as set by the Board of Education annually. _____ shall provide access to the program for any student currently enrolled in School District 96, but may restrict access on a first-come-first-serve basis where enrollment in the program exceeds facility space. Students who have been expelled or suspended from a district school shall be excluded from the program during the period of such expulsion or suspension.
2. **Operation:** The _____ will operate its Program on regular attendance school days from the time school is out until 6:00 p.m. The program will not operate on vacation days, school holidays, emergency days, or institute days. The provider will have the option of providing programming on early release days if mutually agreed upon.
3. **Program Responsibility:** The _____ will provide all necessary staffing, materials, and management to effectively operate the Program. The _____ will provide _____ personnel. All personnel shall be required to submit to a fingerprint-based criminal history records check, and no person may be assigned to a school site if that person could not be employed by the School District 95 pursuant to Section 10-21.9 of the Illinois School Code. The superintendent shall be provided with a copy of all results. The _____ is an independent contractor and is not an agent, servant or employee of the District. The _____ 's engagement with the District is limited solely to the operation of the Program. Neither party has the authority to act on behalf of the other party in any capacity. All communications by the _____ will be done directly with the parents. The _____ shall:
 - a. Comply with all applicable laws, standards, rules and regulations of the State of Illinois or any agency thereof applicable to the operation of the Program.
 - b. Supply, at its cost, all necessary and appropriate equipment to support the program, including but not limited to: sports equipment, games, arts and crafts, tools for homework completion, and snacks and drinks. The _____ will provide clean-up after the program at all of the locations where it provides services.
 - c. The _____ shall be responsible for all costs associated with the installation of devices to secure parent access to the building for pick-up purposes. Any equipment installed becomes the property of School District 96.
 - d. The _____ will repair, replace, or reimburse the District for any equipment, furniture, or fixtures damaged through the operation of their program. They will not be responsible for reasonable wear and tear.

- e. The _____ agrees to hold harmless, defend, indemnify the District, its employees and agents from any kind, and all liability, claims, demands, actions or causes of action, of any kind arising out of the operation of the Program. This indemnification does not extend to any claims, damages, losses or expenses caused by, related to, or arising from any defect in, condition or failure by District to provide physical maintenance of its school buildings and/or grounds or failure by District to comply with its other responsibilities under this Agreement.
- f. Maintain in force at all times during the operation of the Program:
- (i) Liability insurance covering the Program operation with limits of not less than Five Million Dollars (\$5,000,000.00). It shall be Comprehensive general liability broad form occurrence based insurance including property damage, bodily injury, personal injury, contractual liability and other usual broad form liability endorsements in an amount not less than \$5,000,000 per occurrence, name the School District as a named insured, and be issued by a company acceptable to the School District.
 - (ii) At least ten (10) days before the start of the 2025-2026 school term, _____ shall file with the Lessor certificates of the above-mentioned insurance in a form reasonably acceptable to the Board, and the certificates shall contain a provision that the policy will not be canceled, modified or allowed to expire until at least thirty (30) days prior written notice has been given to the School District by certified mail, return receipt requested.

4. **District Responsibility:** While this Agreement is in effect, School District 96 will provide at its cost the following items:
- a. A licensable space, with existing equipment, furniture and fixtures
 - b. Storage area space;
 - c. Fire extinguishers, AED's, and any other safety equipment required by state authorities;
 - d. Access to the small gymnasium and outdoor playground, as school activities permit;
 - e. Utilities, including heating, lighting, power, toilet facilities, hot and cold water;
 - f. Refuse removal.
 - g. Custodial service to maintain the space at the level of cleanliness customary for the District's schools.
5. **Facility Cost.** The _____ will pay the District a flat fee of _____ for programming during the normal school calendar. Payment will be made to the District by January 15 of the school calendar year of use.
6. **Term:** The term of this Agreement is school days as determined by the school calendar with an annual rolling renewal. ***The provider shall provide a new cost structure for each school year.***
7. **Default:** In the event that the District believes the Program to be in default under this Agreement, the District shall notify the Program in writing and allow the Program **five (5)** days from the date the notice is given to cure the default, except in emergency situations which shall be cured immediately. If the default has not been cured or is repeated, the District may terminate the Agreement by serving written notice on the Program effective ten (10) days after notice is given by the District. The District further retains all rights and remedies provided by law for the Program's breach of any covenant contained in this Agreement. In the event any action is instituted at law to enforce any covenant contained in this Agreement or to recover any rent due or possession of the premises, The Provider shall pay such reasonable attorney's fees as may be determined by the court.

8. **Property Taxes:** The District and the Program do not believe that this Agreement will subject the premises to real estate taxes. However, should real estate taxes be levied, assessed or imposed on the property as a result of this Agreement, the Program shall, in addition to rent provided for above, pay all real estate and other taxes levied, assessed, or imposed against the Property as a result of the Agreement as additional rent. If the Program shall desire to contest the validity of any such tax or assessment, the Program may do so at its expense provided that the Program protects District against any liability for the contested tax or assessment by good and sufficient surety bond. The Provider shall pay any taxes or assessments hereunder shall survive the term of this Agreement.

9. **Compliance with District Policies:** The Program hereby acknowledges the availability of the District policy manual on the District website and agrees to their application to the Program and to comply with the provisions thereof. The District reserves the right to add additional applicable policies and procedures.

10. **Termination:** This Agreement may be terminated by either party with a 60 day written notice.

11. **Notice:** All notices given by either party pursuant to this Agreement shall be in writing and be either hand delivered or mailed to the other party at the addresses indicated below. The terms and conditions set forth in this Agreement shall constitute the entire Agreement between the _____ and District 96 unless otherwise agreed and shall be binding upon and inure to the benefit of modified at any point upon mutual agreement of both parties. Such Agreement will be attached to this original by means of an addendum.

Riverside School District 96:

Provider:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____