

PHILADELPHIA PERFORMING ARTS: A STRING THEORY
CHARTER SCHOOL

1600 Vine Street, Philadelphia, PA 19102

June 21, 2021

6:00 PM

LOCATION:

Zoom Conference

MINUTES

SECTION I: CALL TO ORDER AT 6:55 PM

A. Roll Call

<u>Board Members:</u>	<u>By Invitation: Non-Board Members:</u>
William Bradley Leach – Vice Chairman (“WL”) Kristin Kubach – Secretary (“KK”) Ronald Pigliacelli – Treasurer (“RP”) Krista Alexander (“KA”)	Angela Puleio Angela Ciccanti Emily Walkiewicz Angela Corosanite Dr. Jason Corosanite
<u>Board Members Absent:</u>	Michael Thomson Michael Danyo
Javier Kuehnle – Chairman (“JK”) Evelt Vertil (“EV”)	Daniel H. Saidel, Esq. Abigail Lipow, Esq. January Teti Keri Gleason Melissa Quarracino Michelle Faulkner, STS Director of Special Education Thayne Dibble, STS Director of Compliance Joseph McBride, STS Director of Security

B. DISCLOSURE: EXECUTIVE SESSION *BY DANIEL H. SAIDEL*

2. I'd like to state, for purposes of the Minutes of this meeting that on June 21, 2021, the Board of Trustees met in Executive Session for the following purposes under 65 P.S. § 708:

(X) Consultation with Professional Advisor or Attorney. To consult with its attorney or other professional advisor regarding information or strategy in connection with litigation or with issues on which identifiable complaints are expected to be filed.

(X) Discuss Confidential Matters. To review and discuss agency business which, if conducted in public, would violate a lawful privilege or lead to the disclosure of information or confidentiality protected by law, including matters related to the initiation and conduct of investigations of possible or certain violations of the law and quasi-judicial deliberations.

C. Approval of Agenda

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R210621.01 Approval: June 21, 2021, Agenda

RESOLVED that the Board of Trustees of Philadelphia Performing Arts: A String Theory Charter School approves of the **June 21, 2021**, Agenda of Philadelphia Performing Arts: A String Theory Charter School.

Notes of Discussion / Advance Regulatory and Financial Comment:

<i>Who</i>	<i>What</i>
<i>Board</i>	<i>General Discussion</i>

D. Approval of Minutes

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R210621.02 Approval: May 17, 2021, Minutes

RESOLVED that the Board of Trustees of Philadelphia Performing Arts: A String Theory Charter School approves of Philadelphia Performing Arts: A String Theory Charter School Board of Trustees Board minutes for **May 17, 2021**.

Notes of Discussion / Advance Regulatory and Financial Comment:

<i>Who</i>	<i>What</i>
<i>Board</i>	<i>General Discussion</i>

SECTION II: REPORTS

A. COMMUNITY COMMENT

Community Comment Colloquy (General Counsel)

Good Evening, my name is David Annecharico. I serve as General Counsel to the Charter School Board of Trustees. Will you please state your name for our records?

You will have three minutes to address the Board of Trustees. Any documents or communications that you might supplement your comment with should be submitted to me. I will keep the time and notify the board when three minutes have elapsed.

This Board may choose not to comment, question or respond in any way to your public comment. I will begin the time now.

<i>Who</i>	<i>What</i>
<i>None</i>	<i>None</i>

B. Report of Philadelphia Performing Arts: A String Theory Charter School

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R210621.03 Report of Philadelphia Performing Arts: A String Theory Charter School

RESOLVED that the Board of Trustees of Philadelphia Performing Arts: A String Theory Charter School accepts Philadelphia Performing Arts: A String Theory Charter School report and hereby incorporates into these minutes by reference the written reports of Philadelphia Performing Arts: A String Theory Charter School presented to the board.

Notes of Discussion / Advance Regulatory and Financial Comment:

<i>Who</i>	<i>What</i>
<i>Angela Puleio</i>	<i>Philadelphia Performing Arts' report has been previously disseminated to the Board.</i>

C. Report of String Theory Schools

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R210621.04 Report of String Theory Schools

RESOLVED that the Board of Trustees of Philadelphia Performing Arts: A String Theory Charter School accepts the String Theory Schools report and hereby incorporates into these minutes by

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reference the written reports of String Theory Schools presented to the board.

Notes of Discussion / Advance Regulatory and Financial Comment:

<i>Who</i>	<i>What</i>
<i>Angela Corosanite</i>	<i>String Theory Schools' report has been previously disseminated to the Board.</i>

D. Report of General Counsel

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R210621.05 Report of General Counsel

RESOLVED that the Board of Trustees of Philadelphia Performing Arts: A String Theory Charter School accepts the General Counsel's report and hereby incorporates into these minutes by reference the written reports of Sand & Saidel P.C. as presented to the board.

Notes of Discussion / Advance Regulatory and Financial Comment:

<i>Who</i>	<i>What</i>
<i>Daniel H. Saidel</i>	<i>Performing Arts needs to be ready for a downward trend of COVID- 19 infection rate over the summer. Due to the rise of variants here in Philadelphia and the rest of the county, there is the potential for a surge of outbreaks once summer is over.</i> <i>Noted the speculation over the future need of booster shots, combined with the fact that most students have not been vaccinated yet, and may act as spreaders of COVID-19, even without symptoms. As such the school should continue to be vigilant in protecting students and staff.</i>

E. Report of Business Controller

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R210621.06 Report of Business Controller

RESOLVED that the Board of Trustees of Philadelphia Performing Arts: A String Theory Charter School reviews and accepts the Financial Report of Santilli & Thomson and hereby incorporates into these minutes by reference the financial statements and the documents presented by Santilli & Thomson to the board.

Notes of Discussion / Advance Regulatory and Financial Comment:

<i>Who</i>	<i>What</i>
<i>Michael Danyo</i>	<i>Santilli & Thomson's report has been previously disseminated to the board. PPA is on budget, with an</i>

	<i>estimated \$2.6M surplus. PPA is projected to finish the fiscal year \$50k better than budgeted, due in part to a large cash increase in May.</i>
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SECTION IV: NEW BUSINESS

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R210621.07 Professional Services Contracts

RESOLVED, the Professional Services Contracts, proposals and associated reports listed below are hereby accepted and ratified;

FURTHER RESOLVED, the CEO, in consultation with the general counsel and business controller are hereby authorized and directed to negotiate the terms and conditions of any agreement between Philadelphia Performing Arts: A String Theory Charter School and the Contractors listed below for the enumerated professional services; and

FURTHER RESOLVED, any officer of this Board is directed and authorized to execute any document necessary to effect this resolution.

Contractor	Amount	Comment: Terms and Conditions
The Delta School	\$170/per diem	2021 ESY Agreement for Student J.T.
Martin Luther School	\$5,250.00 + Various Rates for related services	2021 ESY Agreement for Students I.W. and B.P.
YALE School, Inc.	\$75,306.00	Agreement for tuition for 2021-2022 SY for Student A.D.
YALE School, Inc.	\$75,306.00	Agreement for tuition for 2021-2022 SY for Student N.D.
YALE School, Inc.	\$75,306.00	Agreement for tuition for 2021-2022 SY for Student M.P.
Deaf-Hearing Communication Centre, Inc.	Various Rates	Renewal of interpretation contract for 2021-2022 SY
Laredo Mechanical, LLC	\$74,688.00	HVAC project at 2407 South Broad Street
Clarke Schools for Hearing and Speech	Various Rates	Renewal of provision of direct instruction, communication assessment, and IEP/504 Meeting services for PPA students

Notes of Discussion / Advance Regulatory and Financial Comment:

<i>Who</i>	<i>What</i>
<i>Board</i>	<i>General Discussion</i>
<i>General Counsel</i>	<p><i>See RFP No. 21-05-27. 2407 S. Broad. HVAC Project, attached hereto indicating compliance with 24 P.S. 7-751.</i></p> <p><i>These minutes memorialize that for all applicable contracts that exceed a base amount of ten thousand</i></p>

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	<i>dollars (\$10,000), subject to adjustment under 24 P.S. § 1-120, but are less than the amount requiring advertisement and competitive bidding, or, in lieu of price quotations, that fewer than three qualified contractors exist in the market area within which it is practical to obtain quotations.</i>
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R210621.08 Purchases Contracts

RESOLVED, the Purchases Contracts and associated reports listed below are hereby accepted and ratified;

FURTHER RESOLVED, the CEO, in consultation with the general counsel and business controller are hereby authorized and directed to negotiate the terms and conditions of any agreement between Philadelphia Performing Arts: A String Theory Charter School and the Contractors listed below for the enumerated purchase services; and

FURTHER RESOLVED, any officer of this Board is directed and authorized to execute any document necessary to effect this resolution.

Contractor	Amount	Comment: Terms and Conditions
Apple Inc.	\$550,817.30	Technology
CDW	\$10,500.00	Instructional Supplies
Dreambox Learning	\$19,406.25	Software
Frontline Technologies	\$10,038.60	Software
Great Minds	\$122,094.68	Books – Science
Great Minds	\$60,893.08	Instructional Software
Great Minds	\$23,721.90	Instructional Supplies
McGraw Hill School Education Holding LLC	\$85,465.67	Books – Wonders
Micro Technology Group Inc.	\$28,511.94	Software
Micro Technology Group Inc.	\$68,012.08	Security Cameras – Expansion
NoRedInk Corporation	\$10,500.00	Software
Office Basic Inc.	\$207,587.62	Furniture
Office Basic Inc.	\$15,147.92	Furniture – Special Education
OverDrive Inc.	\$12,500.00	Instructional Software
Pa Coalition of Public Charter Schools	\$11,839.00	Membership
Parent Square Inc.	\$12,500.00	Software
PowerSchool Group Inc.	\$52,835.64	Administration Software
Teachers' Curriculum Institute	\$35,124.00	Instructional Supplies

Notes of Discussion / Advance Regulatory and Financial Comment:

<i>Who</i>	<i>What</i>
<i>Board</i>	<i>General Discussion</i>

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R210621.09 Human Resources

RESOLVED, the Board of Trustees of Philadelphia Performing Arts: A String Theory Charter School accepts the human resources changes, modifications and additions as presented below:

HIRES		
NAME	TITLE	START DATE
Lynette Spinks	Administrative Assistant	6/1/2021

RESIGNATIONS		
NAME	TITLE	EFFECTIVE DATE
Daquan Cunningham	Climate Officer	5/31/2021
Jennifer Desnouee	Teacher	6/11/2021
Matthew Grimaldi	Teacher	5/27/2021

Notes of Discussion / Advance Regulatory and Financial Comment:

<i>Who</i>	<i>What</i>
<i>Board</i>	<i>General Discussion</i>

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R210621.10 2021-2022 School Calendar

RESOLVED, the Board of Trustees of Philadelphia Performing Arts: A String Theory Charter School hereby approves of the 2021-2022 School Calendar, as presented.

Notes of Discussion / Advance Regulatory and Financial Comment:

<i>Who</i>	<i>What</i>
<i>Board</i>	<i>General Discussion</i>

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R210621.11 Terms and Trustees

RESOLVED, in accordance with Article II of the Philadelphia Performing Arts: A String Theory Charter School Bylaws, the Board of Trustees of Philadelphia Performing Arts: A String Theory School hereby re-installs the following Trustees for the terms of office listed below:

Kristin Kubach: 6/30/21 – 6/30/23
Ronald Pigliacelli: 6/30/21 – 6/30/23
Krista Alexander: 6/30/21 – 6/30/23

By Roll Call:

Javier Kuehnle – *absent*
William Bradley Leach – *aye*

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Kristin Kubach – *aye*
Ronald Pigliacelli – *aye*
Evelt Vertil – *absent*
Krista Alexander – *aye*

Notes of Discussion / Advance Regulatory and Financial Comment:

<i>Who</i>	<i>What</i>
<i>Board</i>	<i>General Discussion</i>

R210621.12 Board Officers

RESOLVED, in accordance with Article III of the Philadelphia Performing Arts: A String Theory Charter School Bylaws, the Board of Trustees of Philadelphia Performing Arts: A String Theory School hereby elects the following Officers for the terms of office listed below:

Chairperson: Javier Kuehnle: 6/30/21 – 6/30/22
Vice Chairperson: William Bradley Leach: 6/30/21 – 6/30/22
Treasurer: Ronald Pigliacelli: 6/30/21 – 6/30/22
Secretary: Kristin Kubach: 6/30/21 – 6/30/22

By Roll Call:

Javier Kuehnle – *absent*
William Bradley Leach – *aye*
Kristin Kubach – *aye*
Ronald Pigliacelli – *aye*
Evelt Vertil – *absent*
Krista Alexander – *aye*

Notes of Discussion / Advance Regulatory and Financial Comment:

<i>Who</i>	<i>What</i>
<i>Board</i>	<i>General Discussion</i>

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R210621.13 Updated Policies

RESOLVED, the Board of Trustees of Philadelphia Performing Arts: A String Theory Charter School hereby approves of the following updated school policies:

- Admissions Policy
- Act 26 Policy
- Suspension and Expulsion Policy

Notes of Discussion / Advance Regulatory and Financial Comment:

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<i>Who</i>	<i>What</i>
<i>Board</i>	<i>General Discussion</i>

R210621.14 Safety and Security Report

RESOLVED, the Board of Trustees of Philadelphia Performing Arts: A String Theory Charter School hereby ratifies the Executive Session on June 21, 2021, to Review the Safety and Security Report, as presented.

Notes of Discussion / Advance Regulatory and Financial Comment:

<i>Who</i>	<i>What</i>
<i>Board</i>	<i>General Discussion</i>

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R210621.15 Department of Human Services Transportation Plan and Memorandum of Understanding

RESOLVED, the Board of Trustees of Philadelphia Performing Arts: A String Theory Charter School hereby approves the Memorandum of Understanding between Philadelphia Performing Arts: A String Theory Charter School and DHS, and the Educational Stability Protocol and Transportation Plan, as presented;

FURTHER RESOLVED, the CEO or any officer of this Board is directed and authorized to execute the MOU or any other document necessary to effect this resolution.

Notes of Discussion / Advance Regulatory and Financial Comment:

<i>Who</i>	<i>What</i>
<i>Board</i>	<i>General Discussion</i>

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R210621.16 Lease Subsidy Reimbursement

RESOLVED, the Board of Trustees of Philadelphia Performing Arts: A String Theory Charter School hereby approves the application for reimbursement of a charter school lease for 2020-21, as presented.

Notes of Discussion / Advance Regulatory and Financial Comment:

<i>Who</i>	<i>What</i>
<i>Board</i>	<i>General Discussion</i>

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R210621.17 Approval of Fund Balance

RESOLVED, the Board of Trustees of Philadelphia Performing Arts: A String Theory Charter School approves a fund balance amendment in compliance with the Government Accounting Standards Board (GASB) Statement 54, and therefore, the Board of Trustees hereby authorizes the following appropriations and designations of fund balance as follows:

Nonspendable Fund Balance	\$2,458,310
Committed to capital technology improvements	\$2,500,000
Committed to capital improvements	\$8,000,000
Committed to debt service bonds	\$1,856,483
Unassigned projected fund balance 6/30/2021	\$ 562,835
Projected Fund Balance 6/30/2021:	\$15,377,628

Notes of Discussion / Advance Regulatory and Financial Comment:

<i>Who</i>	<i>What</i>
<i>Board</i>	<i>General Discussion</i>

B. DISCUSSION AND ANNOUNCEMENTS

- NEXT BOARD MEETING: AUGUST 16, 2021
- ANGELA CICCANTI NOTED HOW WONDERFUL GRADUATION AND THE MOVING UP CEREMONIES WERE.

ADJOURNMENT AT 7:05 PM

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210621 MEETING

PHILADELPHIA PERFORMING ARTS: A STRING THEORY CHARTER SCHOOL

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Philadelphia Performing Arts: A String Theory Charter School

REQUEST FOR PROPOSALS

RFP No. 2021-05-27-VAC Box Control Upgrade and HVAC Replacement

Issue Date: May 27, 2021

Proposals Due: June 15, 2021

Opening of Bids: June 16, 2021, 3:00 PM via ZOOM Webinar

Hi there,

You are invited to a Zoom webinar.

When: Jun 16, 2021 03:00 PM Eastern Time (US and Canada)

Topic: PPACS Opening of Bids

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84940186860>

Or One tap mobile :

US: +13017158592,,84940186860# or +13126266799,,84940186860#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128

Webinar ID: 849 4018 6860

International numbers available: <https://us02web.zoom.us/j/84940186860>

Services Agreement Execution Deadline: June 21, 2021

Any proposal that does not meet the due dates and deadline shall be voided ab initio.

All questions pertaining to this Request for Proposals must be submitted by:

June 14, 2021

Request for Proposal Primary Contact person for Questions and Submissions:

Abigail Lipow alipow@sandsaidel.com

TABLE OF CONTENTS

- I. Introduction and Purpose**
- II. Definitions**
- III. Submission Instructions**
- IV. Work**
- V. General Terms and Conditions**
- VI. Special Terms and Conditions**
- VII. Determination of Award of Contract**

I. Introduction and Purpose

The mission of String Theory Schools is to educate each student according to age and development so that learning and growth are united; to integrate the developing mind and body of the student with academics and the performing arts and sciences; to ensure each student's excellence in core and academic skills; to awaken and preserve the spirit of our students through the visual and digital arts, vocal arts, instrumental music, creative writing, classical ballet, foreign language, innovations in the field of science, all intertwined with technology, and; to nourish this spirit and curiosity so that students continue to flourish long after the end of formal training.

STS was founded on July 1, 2011 in Philadelphia and now manages two charter schools with four locations: Philadelphia Performing Arts: A String Theory Charter School and Philadelphia Charter School for Arts & Sciences at H.R. Edmunds.

String Theory Schools staff members are a collection of experienced educators who are dedicated to facilitating excellence for member schools by providing services in professional development, networking, budgeting, grant-writing, curriculum supports, research and data systems, family and community involvement, and leadership training and mentorship.

STS is a facilities coordinator for Philadelphia Performing Arts: A String Theory Charter School.

It is the mission of all String Theory Schools:

To Educate each student according to age and development so that learning and growth are united.

To Integrate the developing mind and body of the student with academics and the performing arts and sciences.

To Ensure each student's excellence in core and academic skills.

To Awaken and preserve the spirit of our students through the visual and digital arts, vocal arts, instrumental music, creative writing, classical ballet, foreign language, innovations in the field of science, all intertwined with technology, and;

To Nourish this spirit and curiosity so that students continue to flourish long after the end of formal training.

The purpose of this Request for Proposals (RFP) is to solicit private providers for Work as more fully described below.

II. Definitions

“Contract Documents” shall mean that Contract entered into by the parties consisting of this Request for Proposal, the signed Proposal submitted by the Contractor, any signed Counter Proposals submitted by the Contractor, the Notice of Award of Contract, these General Terms and Conditions, and any Special Terms and Conditions, including all modifications thereof, all of which shall be referred to collectively as the “Contract Documents” and together shall form the Contract. All time limits stated in the Contract Documents are of the essence unless stated otherwise.

“Contractor” shall mean that bidder chosen by Philadelphia Performing Arts: A String Theory Charter School who has submitted the most advantageous Proposal in the sole discretion of Philadelphia Performing Arts: A String Theory Charter School.

“School” or “Charter School” shall mean Philadelphia Performing Arts: A String Theory Charter School.

“Work” shall mean all services required of Contractor by the Contract Documents.

III. Submission Instructions

Bidders must submit a Proposal which is complete and in compliance with the Specifications.

Each Proposal should include:

1. A one-page cover letter to be signed and dated by an authorized agent of the organization. The cover letter must include: the legal and authorized name of the Bidder, the name of this

RFP, Federal Identification Number (FIN) or social security number, and the point-of-contact.

2. A Table of Contents.
3. Executive Summary--A one-page summary clearly and concisely outlining the Bidder's responses to the RFP.
4. Responses to all Specifications, which constitute minimum expectations for Work
5. Cost of Services and Budget Narrative--Though quality is paramount, Philadelphia Performing Arts: A String Theory Charter School endeavors to secure the highest quality services at fair and reasonable prices. Please provide a detailed and itemized list with dollar value for each category of all costs and charges (salaries for professional and non-professional services, fringe benefits, materials, tools, supplies, equipment, etc.). Include any additional costs that the Contractor expects to charge Philadelphia Performing Arts: A String Theory Charter School, including any indirect costs. Contractor shall provide and pay for all materials, tools, equipment, labor for professional and non-professional services, taxes, fees and other charges and expenses, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. Costs must be reasonable and necessary to conduct the work proposed in the RFP. Under no circumstance may Contractor bill in excess of the agreed upon award.

Describe the rationale or justification on how the Contractor determined the bottom line costs for this Proposal.

6. Attached copy of any license(s) required to perform the Work (See General Terms and Conditions).
7. Attached copy of proof of insurance in effect during the contract term with adequate coverage (Employer's Liability Educator's Liability, General Liability and Workers' Compensation) (See General Terms and Conditions).

Bidder must submit one original and three (3) hard copies on single-sided, 8 1/2 x 11 inch white paper, stapled on the left top side of each copy. Please staple but do not bind any copies. In the alternative, Bidder may email one scanned original to alipow@sandsaidel.com.

The Proposal must be typed.

See Open Bidding (below) for due dates.

Contact Information

Organization: Philadelphia Performing Arts: A String Theory Charter School
Contact Person: String Theory Schools /ico/ Abigail Lipow
Street Address: 1600 Vine Street
City: Philadelphia
State: Pennsylvania
Zip Code: 19102
E-mail: alipow@sandsaidel.com

Contact Tom Corosanite, STS Facilities Manager, to schedule a walkthrough of the property on June 9, 2021 at 9 AM: (215) 450-5464.

Open Bidding

This RFP will be conducted pursuant to an open bidding process according to the following timetable:

DATE & TIME	ACTIVITY
May 27, 2021	RFP Issued
June 9, 2021, 9 AM	Walkthroughs for Contractors at 2407 S. Broad Street
June 14, 2021	Questions about RFP due
June 15, 2021	Proposals due
June 16, 2021	Opening of Bids: Virtual
June 21, 2021	Execution of Services Agreement

Informality of Proposal and Acceptance, Rejection or Selection of Items

Proposals should be prepared simply and economically, providing a straightforward and concise description of Bidder's capabilities to meet the requirements of this RFP.

Philadelphia Performing Arts: A String Theory Charter School expressly reserves the right to reject any Proposal, to waive any informalities or irregularities

IV. Work

This section of the RFP provides a description of the main expectations for the Work to be completed by the Contractor.

The Contractor is the applicant submitting the most advantageous Proposal that will ultimately enter into a **Contractual Agreement** with Philadelphia Performing Arts: A String Theory Charter School under this RFP. Required components and deliverables are identified in this section, as well as in subsequent sections, “Staffing and Management Requirements,” “Qualifications and Experience”, and “General Terms and Conditions”. If additional components and deliverables beyond those explicitly identified in this document are produced as part of the Contractor’s standard methodology, they should be identified and described in the appropriate section of the response.

Statement of Work to be Completed

PART 1

VAV Box Controls Upgrade

- Furnish and install VAV box controls upgrade as follows:
 - Fourteen (14) VAV box controllers, discharge air sensors and wall sensors.
- Furnish and install communication wiring from fourteen (14) VAV boxes and packaged rooftop unit to a central location in the mechanical room.
 - Wiring and controls will be integrated into the existing Building Automation System at a future date.
- Commission controls and verify system operation upon completion of the installation.

Part 2

- Reclaim the refrigerant charge from three (3) existing Carrier packaged rooftop units and dispose of as per EPA guidelines.
- Disconnect existing electrical and piping connections and prepare for removal.
- Furnish and install three (3) Carrier gas-fired replacement rooftop units.
 - One (1) 7.5 ton unit, one (1) 6 ton unit and one (1) 5 ton unit.
 - Replacement unit will be purchased with field mounted economizers.
 - Existing roof curbs will be re-used.
- Modify existing electrical and piping connections as necessary.
- Crane rental and street closure permits are included.
- Verify proper equipment operation upon completion.

Exclusions/Clarifications:

- Rigging and setting of equipment will take place on a Saturday.
 - All other work will be completed during normal working hours.
- Mechanical permits are included.

All prospective contractors must schedule a walkthrough of the property with Tom Corosanite, STS Facilities Manager on June 9, 2021, at 9:00 AM. Contact Tom Corosanite to schedule a walkthrough at (215) 450-5464.

*** Entire project must be completed by **August 20, 2021**

*** Winning bidder must be able to accommodate a possibly uneven work schedule. Summer school and special needs programs (exacerbated by COVID-19) may necessitate days where contractors cannot enter the school building.

*** Winning bidder will be responsible for removing all replaced equipment and debris.

Internal Quality Assurance Plan

Contractor shall have in place an internal Quality Assurance Plan to ensure that Work is conducted in accordance with the expectations set forth herein. Philadelphia Performing Arts: A String Theory Charter School also requires Contractor to allow its authorized agents to monitor and evaluate

performance and operations upon request. The internal Quality Assurance Plan documentation and records shall be made available for scheduled and unscheduled review. This may include review to ensure such things as:

1. Provision of licensed staff and credentialed staff;
2. Provision of a standards-based curriculum, instruction and assessment (if appropriate);
3. Proper and complete maintenance and documentation of student records (if appropriate);
4. Delivery of evidence-based educational programming and interventions (if appropriate);
5. Systematic data collection;
6. Provision of educational and any other required services to students placed with the Contractor (if appropriate) and;
7. Provision of a safe and secure Program environment with current safety and emergency plans and procedures in place.

Coordination of Services

Contractor shall be able to coordinate services with Philadelphia Performing Arts: A String Theory Charter School, other government agencies and service providers in order to implement all components of the services provided.

V. General Terms and Conditions

These general terms and conditions shall be incorporated into the Contract to be entered into between the successful Contractor and Philadelphia Performing Arts: A String Theory Charter School, and are subject to all applicable Federal, State and local statutes, policies, resolutions and regulations (collectively “laws”), and are to be interpreted so as to be consistent with such laws. In the case of irreconcilable conflict, these general terms and conditions are preempted by applicable laws.

1. Obligations of Bidder: By submitting a Proposal, Bidder covenants and agrees that it is satisfied, from its own investigation of the conditions to be met, that it fully understands its obligation and that it will not make any claim for, or have right to cancellation or relief from the contract because of misunderstanding or lack of formation.
2. Qualifications of Bidder: Philadelphia Performing Arts: A String Theory Charter School may make such reasonable investigations as deemed proper and necessary to determine the ability of Bidder to perform the work/furnish the item(s) and Bidder shall furnish to Philadelphia Performing Arts: A String Theory Charter School all such information and data for this

purpose as may be requested. Philadelphia Performing Arts: A String Theory Charter School reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding Bidder's capabilities. Philadelphia Performing Arts: A String Theory Charter School further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy Philadelphia Performing Arts: A String Theory Charter School that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.

3. Advertising. Contractor is specifically denied the right of using, in any form or medium, the name of Philadelphia Performing Arts: A String Theory Charter School, String Theory Schools, or any specific school or department therein, for public advertising unless Philadelphia Performing Arts: A String Theory Charter School or String Theory Schools grants express written permission.
4. Anti-Discrimination: By submitting a Proposal, Bidder certifies to Philadelphia Performing Arts: A String Theory Charter School that in hiring employees for the performance of the work under contract, neither Bidder nor anyone acting on its behalf shall, by reason of race, color, national origin, ancestry, gender, sexual orientation, age, height, weight, familial status, religion, creed, physical or medical disability, marital status, veteran status, political affiliation, or any other factor protected by law, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates. No Bidder nor anyone on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under contract. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
5. Application of, and Adherence to, Applicable Law: This RFP and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Pennsylvania, and any litigation with respect thereto shall be brought in the Court of Common Pleas, Philadelphia County, Pennsylvania. All applicable laws shall be deemed to be part of these specifications and the contract shall be read and enforced as though they were included. Contractor shall comply with applicable federal, state and local laws and regulations including, but not limited to, IDEA and Section 504 of the Rehabilitation Act.
6. Appropriation of Funds: All funds for payment by Philadelphia Performing Arts: A String Theory Charter School for work under contract are subject to the availability of an annual appropriation for this purpose. When funds are not appropriated or otherwise made available for continuation of the contract, cancellation will be accepted by Contractor cancellation will be accepted by Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and Philadelphia Performing Arts: A String Theory Charter School

shall not be obligated under this contract beyond the date of termination. In the event of a cancellation pursuant to this paragraph, the Contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs.

7. Assignment of Contract: A contract shall not be assignable by Contractor in whole or in part without the written consent of Philadelphia Performing Arts: A String Theory Charter School.
8. Authority to Transact Business in the Commonwealth of Pennsylvania: Any Bidder shall be authorized to transact business in the Commonwealth of Pennsylvania. The proper legal name of the firm or entity, form of the firm (i.e. corporation, limited partnership, etc.) and the identification number issued to Bidder by the Commonwealth must be written on the Proposal submission form and Vendor Information Form. Failure of a Bidder to provide such documentation shall be grounds for rejection of its Proposal.
9. Business Licenses: Bidder must possess any valid license(s) necessary to provide an Alternative Learning Program and therapeutic services under contract. Failure of a Bidder to provide such documentation shall be grounds for rejection of its Proposal.
10. Certification Regarding Debarment and Other Responsibility Matters: By submitting a bid, the Contractor certifies, to the best of its knowledge and belief, that Contractor and/or any of its Principals:
 - a. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a state or federal agency;
 - b. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

Contractor also certifies that it has not, within the preceding three-year period had one or more contracts terminated for default by any public (federal, state, or local) entity. "Principals" for the purpose of this certification means officers, directors, owners, partners, and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; head of a subsidiary, division, or business segment, and similar positions).

Contractor shall provide immediate written notice to Philadelphia Performing Arts: A String Theory Charter School if, at any time prior to the contract award, Contractor learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances. If Contractor is unable to certify the representations stated within, Contractor must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Contractor's responsibility.

If it is later determined that the Contractor knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available, Philadelphia Performing Arts: A String Theory Charter School may in its sole discretion declare the contract to be *void ab initio*, or in breach, or terminated for convenience resulting from this solicitation for default.

11. Confidentiality and Return of Records: Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by Contractor as a result of Philadelphia Performing Arts: A String Theory Charter School' request for services under contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by Contractor nor shall their contents be disclosed to any person other than the Contract Administrator or designee. At Philadelphia Performing Arts: A String Theory Charter School' request, the Contractor shall deliver all Records to the Contract Administrator, including computer records. Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Contract Administrator or designee for response.

No termination of contract shall have the effect of rescinding, terminating or otherwise invalidating this section.

12. Copyright: Contractor hereby irrevocably transfers, assigns, sets over and conveys to the Philadelphia Performing Arts: A String Theory Charter School all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. Contractor further agrees to execute such documents as Philadelphia Performing Arts: A String Theory Charter School may request to affect such transfer or assignment.

Further, Contractor agrees that the rights granted to Philadelphia Performing Arts: A String Theory Charter School by this paragraph are irrevocable. Notwithstanding anything else in this Contract, Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

13. Delivery of Services and Damages for Failure to Perform:

- a. If awarded the contract, Contractor agrees to furnish and deliver the services at such times as herein specified, and that all services shall be subject to the inspection and approval of Philadelphia Performing Arts: A String Theory Charter School.
- b. Contractor shall provide services in accordance with all the terms, conditions and provisions of these specifications under the supervision and to the satisfaction and approval of Philadelphia Performing Arts: A String Theory Charter School.
- c. Should Contractor at any time fail to perform the work in accordance with these specifications and to the satisfaction of Philadelphia Performing Arts: A String Theory Charter School, Philadelphia Performing Arts: A String Theory Charter School is hereby authorized to employ some other person, persons, or company to provide the services and to charge the same to Contractor, and for that purpose to retain any monies still due to Contractor upon the contract, to meet such payments, and Contractor shall be liable for and shall pay any costs and expenses incurred by Philadelphia Performing Arts: A String Theory Charter School in completion of the work in excess of the monies that may still be due Contractor, so that Philadelphia Performing Arts: A String Theory Charter School shall sustain no loss, cost, or expense beyond the contract price by reasons of default of Contractor. Any damage caused by the execution of this contract shall be repaired or otherwise remedied at its own expense.

14. Drug-Free Workplace: By submitting a Proposal, Bidder certifies that if it is the successful Contractor awarded the contract, during the performance of the contract, Contractor agrees to:

- a. Provide a drug-free workplace for Contractor's employees;
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- c. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

15. Immigration Reform and Control Act of 1986: By submitting a Proposal, Bidder certifies that if it is the successful Contractor awarded the contract, Contractor does not, and shall not, during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in The Federal Immigration Reform and Control Act of 1986.
16. Indemnification: In addition to the insurance requirements contained herein, Contractor will be responsible for any damage to property caused by Contractor or its employees or agents. Contractor further covenants and agrees to assume, and does hereby assume, all liability for and shall, and does agree, to indemnify, keep and save harmless Philadelphia Performing Arts: A String Theory Charter School and String Theory Schools and their respective Board of Trustees, agents, officials, employees and volunteers against all liability whatsoever including but not limited to claims of injuries, death, damage to property, suits, liabilities, judgments, cost and expenses including counsel fees, which may otherwise accrue against Philadelphia Performing Arts: A String Theory Charter School in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of Contractor or its employees; and Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against Philadelphia Performing Arts: A String Theory Charter School in any such action, Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any insurance protection required by contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Philadelphia Performing Arts: A String Theory Charter School and String Theory Schools as herein provided.
17. Insurance: Contractor shall acquire and maintain, during the life of the contract, Employer's Liability, Educator's Liability (if Work includes any contact whatsoever with children), General Liability, Workers' Compensation, and such liability and property damage insurance as shall protect Contractor and its employees from claims or damages which may arise from operations under this contract. These insurances shall be in an amount not less than \$1,000,000 for per occurrence or claim made.

Certificates of Insurance certifying the required coverages are to be provided at the time of submission of the Proposal, and in no event later than five (5) business days of receipt of notice of the contract.

String Theory Schools, Philadelphia Performing Arts: A String Theory Charter School, DeMedici Corporation, and DeMedici Corporation II shall be named as additional insureds on all policies required by the Contract Documents.

Contractor shall not commence work under contract until all insurance coverage required under these specifications has been approved by Philadelphia Performing Arts: A String Theory Charter School.

18. Modifications to the Contract: Philadelphia Performing Arts: A String Theory Charter School may, upon mutual agreement with Contractor, issue written modifications to the scope of services under contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price without the advance written approval of Philadelphia Performing Arts: A String Theory Charter School' Board of Trustees.
19. Project Staff: Philadelphia Performing Arts: A String Theory Charter School will, throughout the life of the contract, have the right of reasonable rejection and approval of staff assigned to the project by Contractor. If Philadelphia Performing Arts: A String Theory Charter School reasonably rejects staff, Contractor must provide replacement staff satisfactory to Philadelphia Performing Arts: A String Theory Charter School in a timely manner and at no additional cost to Philadelphia Performing Arts: A String Theory Charter School. The day-to-day supervision and control of Contractor's employees shall be the sole responsibility of Contractor.
20. Relationship to Philadelphia Performing Arts: A String Theory Charter School and String Theory Schools: Contractor will be legally considered as an independent contractor, and neither Contractor nor its employees will, under any circumstances, be considered servants or agents of Philadelphia Performing Arts: A String Theory Charter School or String Theory Schools. Philadelphia Performing Arts: A String Theory Charter School and String Theory Schools will not be legally responsible for any negligence or other wrongdoing by Contractor, its servants or agents. Philadelphia Performing Arts: A String Theory Charter School and String Theory Schools will not provide to Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by Philadelphia Performing Arts: A String Theory Charter School for its employees, nor shall be responsible to Contractor's employees for benefits, pay or withholdings.
21. Termination for Cause/Default: In case of failure to deliver goods or provide services in accordance with contract terms and conditions, Philadelphia Performing Arts: A String Theory Charter School, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional procurement and administrative costs. This remedy shall be in addition to any other remedies which Philadelphia Performing Arts: A String Theory Charter School may have. Specifically:

If, through any cause, Contractor fails to fulfill in a timely and proper manner its obligations under contract, or if Contractor violates any of the covenants, agreements, or stipulations of the contract, Philadelphia Performing Arts: A String Theory Charter School shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before

the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by Contractor under the contract shall, at the option of Philadelphia Performing Arts: A String Theory Charter School, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to Philadelphia Performing Arts: A String Theory Charter School for damages sustained by Philadelphia Performing Arts: A String Theory Charter School by virtue of any breach of contract by Contractor. Philadelphia Performing Arts: A String Theory Charter School may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due to Philadelphia Performing Arts: A String Theory Charter School from the Contractor is determined.

22. Termination for Convenience: Philadelphia Performing Arts: A String Theory Charter School reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever Philadelphia Performing Arts: A String Theory Charter School determines that such a termination is in the best interest of Philadelphia Performing Arts: A String Theory Charter School. Any such termination shall be effected by delivery to the Contractor of notice of termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, Contractor must stop all work under the contract on the date and to the extent specified; however, any contract termination notice shall not relieve Contractor of the obligation to perform work under contract prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
23. Regulatory Agency: Contractor shall perform the work under contract in accordance with the rules, regulations and directives of all Local, State and Federal agencies having jurisdiction over the work. In compliance with the Act of Assembly, Contractor further covenants, and agrees to accept, insofar as the work covered by this contract in Pennsylvania is concerned, the provisions of the Workers' Compensation Act of 1951, as amended, and shall file with Philadelphia Performing Arts: A String Theory Charter School a certificate therefor from the Department of Labor and Industry. Further, Contractor will comply with the Pennsylvania School Code, including Act 34, Employee Screening, and Act 159, Employee Right to Know.
24. Status Prior to Execution of Contract: No rights shall accrue to any organization submitting a bid or proposal until such proposal has been accepted, the contract awarded, the timely submission of the insurance certificates, and the Contract Agreement finally and completely executed in writing by Contractor and the Board of Trustees of Philadelphia Performing Arts: A String Theory Charter School.

VI. Special Terms and Conditions

Refer to Exhibit B, if applicable.

VII. Determination of Award of Contract

No contract shall be awarded until the Proposals and any Counter Proposals have been examined, and the award authorized by Philadelphia Performing Arts: A String Theory Charter School' Board of Trustees. In determining the lowest responsible response, the firm or persons submitting a proposal shall meet the following requirements:

1. Maintain a permanent place of business;
2. Have adequate qualified and certificated staff to do the work properly and as outlined in the specifications;
3. Have suitable financial status to meet obligations related to the work;
4. Proposal clearly states an understanding of Work to be provided;
5. Size and structure of the contractor's firm, considering the scope of the services to be provided;
6. Contractor's firm free of all obligations and interests that might conflict with the best interests of Philadelphia Performing Arts: A String Theory Charter School;
7. Practice ethical business conduct of the highest standard;
8. Cost factors to perform the specified services.

No proposal shall be accepted from anyone who is in arrears to Philadelphia Performing Arts: A String Theory Charter School upon debt or contract, or who is a defaulter on surety or otherwise upon any obligations to Philadelphia Performing Arts: A String Theory Charter School, or whose work heretofore has proven unsatisfactory or dilatory.

Thank you for taking the time to submit your Proposal under this RFP. We look forward to reviewing your information.