

THE PHILADELPHIA CHARTER SCHOOL
FOR ARTS AND SCIENCES

AT H.R. EDMUNDS

1197 Haworth St, Philadelphia, PA 19124

May 24, 2022

6:00 PM

LOCATION:

ZOOM

AGENDA

SECTION I: CALL TO ORDER AT 6:04 PM

A. Roll Call

Board Members:	By Invitation: Non-Board Members:
Javier Kuehnle – Chairman (“JK”) William Bradley Leach – Vice Chairman (“WL”) Kristin Kubach – Secretary (“KK”) Ronald Pigliacelli (“RP”) Evelt Vertil (“EV”)	Angela Corosanite Michael Thomson Michael Danyo Daniel H. Saidel, Esq. David Annecharico, Esq. Abigail Lipow, Esq.
Board Members Absent: Krista Alexander – Treasurer (“KA”) Ramona Griffiths (“RG”)	

B. DISCLOSURE: EXECUTIVE SESSION BY DANIEL H. SAIDEL

1. I'd like to state, for purposes of the Minutes of this meeting that the Board of Trustees did not meet in Executive Session prior to this meeting.

or

C. Approval of Agenda

MOTION

RP

SECOND

KK

VOTE:

X PASS

[] FAIL

R220524.01 Approval: May 24, 2022 Agenda

RESOLVED that the Board of Trustees of The Philadelphia Charter School for Arts and Sciences at H.R. Edmunds approves of the **May 24, 2022** Agenda of The Philadelphia Charter School for Arts and Sciences at H.R. Edmunds.

Notes of Discussion / Advance Regulatory and Financial Comment:

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

SECTION IV: NEW BUSINESS

MOTION

WL

SECOND

KK

VOTE:

X PASS

[] FAIL

R220524.02 Interim Chief Executive Officer

RESOLVED, the Board of Trustees of The Philadelphia Charter School for Arts and Science at H.R. Edmunds hereby appoints Judith Taggart as Interim Chief Executive Officer, effective April 11, 2022.

Notes of Discussion / Advance Regulatory and Financial Comment:

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

MOTION

RP

SECOND

JK

VOTE:

X PASS

[] FAIL

R220524.03 Professional Services

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 The Philadelphia Charter School for Arts and Sciences at H.R. Edmunds 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
Shoreline Electric	\$133,900.00	Lighting replacement for first floor classrooms and offices

Notes of Discussion / Advance Regulatory and Financial Comment:

<i>Who</i>	<i>What</i>
<i>General Counsel</i>	<p><i>See RFP-2022-05-11. A&S. Overhead Lighting 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 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></p>

ADJOURNMENT AT 6:07 PM

MOTION

KK

SECOND

RP

VOTE:

X PASS

[] FAIL

The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds

REQUEST FOR PROPOSALS RFP No. 2022-05-11-OVERHEAD LIGHTING REPLACEMENT

Replacement of overhead lighting and installation of new fixtures and LED lighting

Issue Date: May 12, 2022

Proposals Due: May 23, 2024

Opening of Bids: May 24, 2024

Location: Virtual

Time: 3:00 PM

VIRTUAL OPENING OF PUBLIC BIDS

Hi there,

You are invited to a Zoom webinar.

When: May 24, 2022 02:00 PM Eastern Time (US and Canada)

Topic: A&S Opening of Bids

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86981400463>

Or One tap mobile :

US: +16465588656,,86981400463# or +13017158592,,86981400463#

Or Telephone:

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

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

Webinar ID: 869 8140 0463

International numbers available: <https://us02web.zoom.us/j/kcgA1beDvJ>

Services Agreement Execution Deadline: June 20, 2022

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:
May 20, 2021**

Request for Proposal Primary Contact person for Questions and Submissions:
Abigail Lipow alipow@sandsaidel.com

Questions and answers will be shared with all bidders.

Proposals must be submitted by:

May 23, 2022

TO: 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds.

The purpose of this Request for Proposals (RFP) is to solicit private providers of indoor lighting work 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds who has submitted the most advantageous Proposal in the sole discretion of The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds.

“Exhibit A” shall mean that general building plan of the third floor, attached hereto and incorporated into this Request for Proposals as though more fully stated herein.

“School” or “Charter School” shall mean The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds.

“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, The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds, 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 ½ 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 tc@stringtheoryschools.org.

The Proposal must be typed.

See Open Bidding (below) for due dates.

Contact Information

Organization: The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds
Contact Person: String Theory Schools /ico/ Matthew Wasco
Street Address: 1600 Vine Street
City: Philadelphia
State: Pennsylvania
Zip Code: 19102
E-mail: mjwasco@stringtheoryschools.org

Open Bidding

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

DATE & TIME	ACTIVITY
May 4, 2021	RFP Issued
June 4, 2021	Questions about RFP due
June 8, 2021	Proposals due
June 9, 2021	VIRTUAL OPENING OF PUBLIC BIDS
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. The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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

The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds is tax exempt.

- All work will be at the school building location.
- All work will be in the hallways of the first floor of the building and classrooms and bathrooms on the second floor of the building.
- No work will be done in the stairwells.

This project is to replace overhead lighting only. It includes replacement of lighting fixtures with new LED fixtures and lights, similar to new LED fixtures already installed in the building, and the connection of the new lighting fixtures to existing power.

Debris and old fixtures and bulbs will be removed by the school.

Project Timeline:

Arts & Sciences projects that this project be done during June 2022.

Working hours: Monday - Friday, 7:00 AM - 4:00 PM

Fixtures:

- Approximately 60% is at 110 Volts
- Approximately 40% is at 277 Volts

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. The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds also requires the 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds, 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds, 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: The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds all such information and data for this purpose as may be requested. The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds reserves the right to inspect Bidder’s physical facilities prior to award to satisfy questions regarding Bidder’s capabilities. The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds, String Theory Schools, or any specific school or department therein, for public advertising unless The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds or String Theory Schools grants express written permission.
4. Anti-Discrimination: By submitting a Proposal, Bidder certifies to The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds.
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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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, The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds' 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds' 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds may request to affect such transfer or assignment.

Further, Contractor agrees that the rights granted to The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds.
- 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds.
- c. Should Contractor at any time fail to perform the work in accordance with these specifications and to the satisfaction of The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds, The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds in completion of the work in excess of the monies that may still be due Contractor, so that The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 and The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds.

18. Modifications to the Contract: The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds' Board of Trustees.
19. Project Staff: The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds will, throughout the life of the contract, have the right of reasonable rejection and approval of staff assigned to the project by Contractor. If The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds reasonably rejects staff, Contractor must provide replacement staff satisfactory to The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds in a timely manner and at no additional cost to The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds. The day-to-day supervision and control of Contractor's employees shall be the sole responsibility of Contractor.
20. Relationship to The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds or String Theory Schools. The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds and String Theory Schools will not be legally responsible for any negligence or other wrongdoing by Contractor, its servants or agents. The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds and String Theory Schools will not provide to Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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, The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds, 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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, The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds, 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds for damages sustained by The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds by virtue of any breach of contract by Contractor. The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due to The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds from the Contractor is determined.

22. Termination for Convenience: The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds determines that such a termination is in the best interest of The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds. 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds a certificate therefore 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds.

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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds' 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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds;
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 The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds upon debt or contract, or who is a defaulter on surety or otherwise upon any obligations to The Philadelphia Charter School for Arts & Sciences at H.R. Edmunds, 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.