

**Impact Charter School West
Board of Trustees Meeting
June 04, 2026
6:00 PM
5600 Chester Avenue
Philadelphia, PA 19143**

MINUTES

Section I: Call to Order

Opening Colloquy

This Board of Trustees meeting of Impact Charter School West is hereby called to Order. The time is 6:05 PM. My name is Gloria Shabazz. I am the President of the Board of Trustees, and I will facilitate this meeting.

This is a public meeting of the Board of Trustees of Impact Charter School West that was properly advertised pursuant to the Pennsylvania Sunshine Act.

At this time, I will ask that Roll Call be taken.

A. Roll Call

Board Members Present	By Invitation: Non-Board Members
Gloria Shabazz – President and Treasurer ("GS") Dyana Reid – Vice President ("DR") Ceciley Bradford ("CB") Voffee Jabateh ("VJ") Khadiya Blanks ("KB")	Dana Twyman-Massaquoi – CEO Anthony Yoder Earnest Patrick Nicolas Bednarek, Esq.
Board Members Absent	
Jahlee Hatchett, Esq. – Secretary ("JH")	

B. Executive Session Disclosure

<i>I would like to state, for purposes of the Minutes of this meeting, that the Board of Trustees will meet in Executive Session during this meeting to discuss confidential matters, including confidential legal matters.</i>

C. Approval of Agenda

Motion CB Second VJ Vote:	R260604.01 Approval of the Agenda RESOLVED, that the Board of Trustees of Impact Charter School West hereby approves the June 04, 2026 Agenda.
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[X] Pass
[] Fail

D. Approval of Minutes

Motion
DR
Second
VJ

R260604.02 Approval of the May 07, 2026 Board Minutes

RESOLVED, that the Board of Trustees of Impact Charter School West hereby approves the Minutes of the **May 07, 2026** Board of Trustees of Impact Charter School West meeting.

Vote:

Notes of Discussion / Advance Regulatory or Financial Comment

[X] Pass
[] Fail

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

Motion
CB
Second
KB

R260604.03 Approval of the May 28, 2026 Board Minutes

RESOLVED, that the Board of Trustees of Impact Charter School West hereby approves the Minutes of the **May 28, 2026** Board of Trustees of Impact Charter School West meeting.

Vote:

Notes of Discussion / Advance Regulatory or Financial Comment

[X] Pass
[] Fail

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

Abstain:
VJ

E. Community Comment

Community Comment Colloquy (General Counsel)

Good Evening, my name is _____. I serve as General Counsel to the Impact Charter School - West 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.

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

Section II: New Business

A. Report of CEO

D. Tnyman-Massaquoi presented the monthly CEO report, highlighting:

- *Service-learning projects*

- Enrollment is still at 817
- Administrative Restructuring:
 - Upper school and lower school split will be in full effect beginning SY 26-27
 - Introduced Earnest Patrick, candidate selected by hiring committee to be the new Upper School Principal.
 - Earnest Patrick gave a short presentation highlighting his background and CV, leadership methods, and goals for the school.

B. Finance

G. Shabazz presented the monthly report of the business controller, a copy of which is incorporated by reference herein, highlighting:

- Projected surplus and cash on hand are in a good place.
 - Report has a typo, General Fund Revenue is under (not over) budget by ~70k (the report has a typo).
 - Food services doing great, still working to spend down extra funds.
- Reviewed balance sheet and revenue numbers across all categories with Board.

Motion KB	R260604.04 Acceptance of the Financial Report of the Business Controller				
Second CB	RESOLVED, that the Board of Trustees of Impact Charter School West hereby reviews and accepts the Financial Reports of the Business Controller for April 2026 and hereby incorporates into these minutes by reference the financial statements and the documents presented by the Business Controller to the Board; and				
Vote:					
[X] Pass	FURTHER RESOLVED, the Board of Trustees of Impact Charter School West ratifies disbursements for April 2026 in the amount of \$850,268.94, as presented by the Business Controller.				
[] Fail					
	<i>Notes of Discussion / Advance Regulatory or Financial Comment</i>				
	<table border="1"> <thead> <tr> <th>Who</th><th>What</th></tr> </thead> <tbody> <tr> <td>Board</td><td>General Discussion</td></tr> </tbody> </table>	Who	What	Board	General Discussion
Who	What				
Board	General Discussion				

C. Administrative

Motion VJ	R260604.05 Board Meeting Calendar
Second KB	RESOLVED, that the Board of Trustees of Impact Charter School West hereby approves the 2026-2027 Board Meeting Calendar:
Vote:	July 30, 2026 September 3, 2026 October 1, 2026 November 5, 2026 December 3, 2026 February 4, 2027 March 4, 2027 April 1, 2027 May 6, 2027
[X] Pass	
[] Fail	

June 3, 2027

Notes of Discussion / Advance Regulatory or Financial Comment

Who	What
Board	<i>Discussed updating July 30, 2026 BOT meeting to be held virtually.</i>

Motion
DR

Second
KB

Vote:

☒ Pass

☐ Fail

R260604.06 Administrative Restructuring

RESOLVED, that the Board of Trustees of Impact Charter School West hereby approves the proposed restructuring of ICSW's administrative roles, eliminating the current administrative positions and establishing the new administrative positions beginning with the 2026-27 School Year, as presented and described below.

Current Administrative Roles (to be eliminated):

- 1 Principal for Grades K-8
- 3 Assistant Principals: Grades K-2, 3-5, and 6-8 (1 for each Grade band)
- 3 Deans: Grades K-2, 3-5, and 6-8 (1 for each Grade band)

New Administrative Roles beginning in 2026-27 School Year:

- Grades K-4 (Lower School):
 - o 1 Principal
 - o 1 Assistant Principal/Instructional Coach
 - o 1 Lower School Dean
 - o 1 Lower School Assistant Dean
- Grades 5-8: 1 (Upper School),
 - o 1 Principal
 - o 1 Assistant Principal/Instructional Coach
 - o 1 Upper School Dean
 - o 1 Upper School Assistant Dean

FURTHER RESOLVED, that the Board of Trustees of Impact Charter School West hereby authorizes and directs the CEO and Business Controller to take any actions necessary, in their discretion, to process payroll for any administrative staff that are not returning following this restructuring.

Notes of Discussion / Advance Regulatory or Financial Comment

Who	What
<i>D. Tnyman-Massaquoi</i>	<i>Reviewed administrative restructuring plans and explained the new administrative roles to the Board, as well as providing updates on hiring process.</i>

Motion
CB
Second

R260604.07 Lease Subsidy Reimbursement

KB
Vote: RESOLVED, that the Board of Trustees of Impact Charter School West hereby approves the application for reimbursement of a charter school lease for 2025-26, as presented.

[X] Pass
[] Fail *Notes of Discussion / Advance Regulatory or Financial Comment*

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

Motion
CB **R260604.08 IRS Form 990 Year End 2025**

Second
KB RESOLVED, that the Board of Trustees of Impact Charter School West hereby approves the IRS Form 990, Year End 2025, as presented.

Vote: By Roll Call:

[X] Pass
[] Fail Gloria Shabazz - YES
Dyana Reid - YES
Jahlee Hatchett, Esq. - ABSTAIN
Ceciley Bradford - YES
Voffee Jabateh - YES
Khadiya Blanks - YES

Notes of Discussion / Advance Regulatory or Financial Comment

Who	What
<i>G. Shabazz</i>	<i>Reviewed the IRS Form 990 with the Board.</i>

D. Administrative Staff

Motion
CB **R260604.09 Vacation Leave Carry Over**

Second
DR RESOLVED, that the Board of Trustees of Impact Charter School West hereby approves of the below allowance related to Vacation Leave for twelve-month, full-time administrative staff.

Vote: Between July 1, 2026 and December 1, 2026, twelve-month Full-Time
[X] Pass Administrative staff may access and use up to five (5) earned but unused Vacation
[] Fail Leave days, as long as those days are currently earned and banked as of July 1, 2026. Following December 1, 2026, no banked Vacation Leave days may be used, and this one-time allowance expires.

Notes of Discussion / Advance Regulatory or Financial Comment

Who	What
<i>D. Tnyman-Massaquoi</i>	<i>Discussed policy with the Board and explained purpose and scope.</i>

Motion
CB **R260604.10 Special Service Bonus**

Second
KB RESOLVED, that the Board of Trustees of Impact Charter School West, in their discretion, hereby approves a one-time special service bonus of up to \$2,000.00 for certain Administrative Staff members, as presented.

Vote:

☒ Pass ☐ Fail	<i>Notes of Discussion / Advance Regulatory or Financial Comment</i>	
	Who	What
	Board	General Discussion

E. Handbook & Policy

Motion DR Second KB Vote: ☒ Pass ☐ Fail	R260604.11 Revision to Policy 5.3 Compensation RESOLVED, that the Board of Trustees of Impact Charter School West hereby reviewed and approves the following changes to Section 5.3 of the Employee Handbook beginning in the 2026-27 School Year. The following struck-through language will be deleted, and underlined language will be added: All non-salaried <u>Full-Time</u> ICSW employees will be paid during national holidays and school closings during the school year including: Holiday break, spring break, snow days, etc.				
	<i>Notes of Discussion / Advance Regulatory or Financial Comment</i> <table> <tr> <th>Who</th><th>What</th></tr> <tr> <td>D. Tnyman-Massaquoi</td><td>Discussed policy update with the Board and explained reasoning behind change.</td></tr> </table>	Who	What	D. Tnyman-Massaquoi	Discussed policy update with the Board and explained reasoning behind change.
Who	What				
D. Tnyman-Massaquoi	Discussed policy update with the Board and explained reasoning behind change.				

Motion CB Second VJ Vote: ☒ Pass ☐ Fail	R260604.12 Bullying Policy RESOLVED, that the Board of Trustees of Impact Charter School West hereby approves of the 2026-27 ICSW Bullying policy, as presented.				
	<i>Notes of Discussion / Advance Regulatory or Financial Comment</i> <table> <tr> <th>Who</th><th>What</th></tr> <tr> <td>Board</td><td>General Discussion</td></tr> </table>	Who	What	Board	General Discussion
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Board	General Discussion				

F. Contracts

Motion KB Second CB Vote: ☒ Pass ☐ Fail	R260604.13 Contracts RESOLVED, that the Board of Trustees of Impact Charter School West has reviewed, and hereby approves and/or ratifies, the contracts listed in the table below. FURTHER RESOLVED, that the CEO, Business Controller, and General Counsel are hereby authorized and directed to negotiate contract/s for any services described below; FURTHER RESOLVED, that, where more than one vendor is listed in the table below for a contract for a service or material, the CEO, in conjunction with General Counsel, is hereby authorized to decide which vendor will be contracted
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with and negotiate and execute said contract. All quotes and contracts are subject to a final legal review.

Contractor/Vendor	Amount	Notes
Dillemmo Construction Company	\$125,880.00	Contract for masonry repairs: Repairs to masonry on exterior facades and fixtures of Buildings A and C. Bidding concluded June 1, 2026, bids opened June 2, 2026. Final contract to be negotiated with Contractor and approved by legal.
Domino Therapy	\$105.00 per hour	Contract for services: Speech-Language Pathologist.
Rockwall, Ltd.	\$20,350.00	Contract for materials and labor: install drywall, framing, and insulation for new walls in classrooms and hallways in Buildings A and C.
Rockwall, Ltd.	\$10,900.00	Contract for materials and labor: install framing, soundproofing, and insulation around stage area.
Echohouse Electric or Hoyer Electrical Contractors or Carr & Duff LLC	Not to Exceed: \$11,925.00	Contract for materials and labor: replacement of 3 Pushmatic electrical panels.
Kieran McKenna Flooring, Inc. or Philadelphia Flooring Solutions or Elite Flooring Installations	Not to Exceed: \$12,447.00	Contract for materials and labor: install new flooring in the kitchen storage area, the front office entryway, and boys and girls bathroom.
Mark's Door Service or Hoyer Electrical Contractors or Noreaster Door and Lock	Not to Exceed: \$17,500.00	Contract for materials and labor: provide and install nine (9) interior doors for new partition walls and nurse's office.
Nora Christian LLC, or Chobert Painting or Citywide Facility Solutions	Not to Exceed: \$10,100.00	Contract for materials and labor: painting new walls and doors and the Building A hallways and stairwell.

Notes of Discussion / Advance Regulatory or Financial Comment

Who	What
General Counsel	See RFP-2026-05-08. Masonry Work, attached hereto indicating compliance with 24 P.S. 7-751.

	<i>These minutes memorialize that for all applicable contracts that exceed a base amount of twenty-four thousand and five hundred dollars (\$24,500), subject to adjustment under 24 P.S. § 1-120, competitive bidding was undertaken in accordance with 24 P.S. 7-751 and any other applicable laws.</i>
<i>A. Yoder</i>	<i>Reviewed contracts regarding facilities maintenance and masonry work with the Board.</i>

G. Human Resources

Motion CB Second DR	R260604.14 Human Resources Changes									
	RESOLVED, that the Board of Trustees of Impact Charter School West hereby approves the Human Resources changes, as presented.									
Vote:	<table><tr><th colspan="3">RESIGNATIONS AND TERMINATIONS</th></tr><tr><th>Name</th><th>Title</th><th>Effective Date</th></tr><tr><td>Katikka Harris</td><td>Attendance Coordinator</td><td>4/28/2026</td></tr></table>	RESIGNATIONS AND TERMINATIONS			Name	Title	Effective Date	Katikka Harris	Attendance Coordinator	4/28/2026
RESIGNATIONS AND TERMINATIONS										
Name	Title	Effective Date								
Katikka Harris	Attendance Coordinator	4/28/2026								
[X] Pass [] Fail	Notes of Discussion / Advance Regulatory or Financial Comment <table><tr><th>Who</th><th>What</th></tr><tr><td>Board</td><td>General Discussion</td></tr></table>	Who	What	Board	General Discussion					
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Committee Reports

1. *Finance*
 - a. *G. Shabazz reported that the Finance Committee met on May 29, 2026.*
 - b. *Present: G. Shabazz, D. Tnyman-Massaquoi, K. Blanks.*
 - c. *Discussed general finances and upcoming change in business office.*
2. *Facilities*
 - a. *A. Yoder reported that the Facilities Committee met on May 28, 2026.*
 - b. *Present: G. Shabazz, D. Tnyman-Massaquoi, A. Yoder, Ramsey Andrawos.*
 - c. *Discussed Summer facilities projects and work, and additional issues regarding church.*
3. *Community Relations*
 - a. *Did not meet, has been rescheduled.*
4. *Human Resources*
 - a. *G. Shabazz reported that the Human Resources Committee met on May 28, 2026.*
 - b. *Present: G. Shabazz, D. Tnyman-Massaquoi, J. Hatchett, N. Bednarek, Kandis Anekwe.*
 - c. *Discussed ICSW policy changes and other human resources actions.*

UPON MOTION BY KB AND SECOND BY CB, THE BOARD MOVED TO ENTER EXECUTIVE SESSION AT 7:13 PM FOR THE PURPOSE OF DISCUSSING CONFIDENTIAL MATTERS AND LEGAL MATTERS.

UPON MOTION BY CB, SECONDED BY DR, THE BOARD VOTED TO ADJOURN FROM EXECUTIVE SESSION AT 8:44 PM.

H. Placements & Settlements

Motion
DR
Second
KB
Vote:

R260604.15 Approved Private School Placement - TT

RESOLVED, that the Board of Trustees of Impact Charter School West hereby approves of the Approved Private School Placement for Student TT, as presented in Executive Session.

☒ Pass
☐ Fail

Notes of Discussion / Advance Regulatory or Financial Comment

Who	What
Board	General Discussion

Motion
KB
Second
CB
Vote:

R260604.16 Confidential Settlement Agreements

RESOLVED, that the Board of Trustees of Impact Charter School West hereby approves of the Confidential Settlement Agreements and associated Trusts in re RS and in re GJ, as presented in Executive Session.

☒ Pass
☐ Fail

Notes of Discussion / Advance Regulatory or Financial Comment

Who	What
Board	General Discussion

I. Safety and Security Report

Motion
CB
Second
DR
Vote:

R260604.17 School Safety Report

RESOLVED, that the Board of Trustees of Impact Charter School West hereby ratifies the Executive Session on June 4, 2026, to review the Safety and Security Report, as presented.

Notes of Discussion / Advance Regulatory or Financial Comment

☒ Pass
☐ Fail

Who	What
Board	General Discussion

Section III: Discussion and Announcements

- Next Board Meeting: July 30, 2026

ADJOURNMENT at 8:45 PM

Motion
CB
Second
GS
Vote:
☒ Pass
☐ Fail

IMPACT Charter School West

REQUEST FOR PROPOSALS RFP No. 2026-05-08 MASONRY WORK

Masonry Work

Issue Date: May 8, 2026

Proposals Due: June 1, 2026

Opening of Bids: June 2, 2026

Location: Virtual

Time: 1:00 PM

VIRTUAL OPENING OF PUBLIC BIDS

Sand & Saidel, P.C. is inviting you to a scheduled Zoom meeting.

Topic: Masonry Work Bid Opening

Time: June 2, 2026 01:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us04web.zoom.us/j/71855079680?pwd=7NDr6cZHahTI1No8okoSfnTmUQi5Ze.1>

Meeting ID: 718 5507 9680

Passcode: 0wamRn

Services Agreement Execution Deadline: June 12, 2026

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 27, 2026**

Request for Proposal Primary Contact person for **Questions:**
Nick Bednarek, nbednarek@sandsaidel.com

Questions and answers will be shared with all bidders.

Proposals must be submitted by:

June 1, 2026

TO: Nick Bednarek nbednarek@sandsaidel.com

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- 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

Impact Charter School West provides a comprehensive educational program that empowers global citizens to become academically, socially and emotionally prepared to make a positive impact in their local and global communities. Our program focuses on world cultures, Spanish language instruction, and participation in service-learning projects.

The purpose of this Request for Proposals (RFP) is to solicit contractors for masonry 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 Impact Charter School West who has submitted the most advantageous Proposal in the sole discretion of Impact Charter School West.

“Exhibit A” shall mean the photographs and description of work.

“School” or “Charter School” shall mean Impact Charter School West.

“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, Impact Charter School West 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 Impact Charter School West, 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 copy of the Bid to nbednarek@sandsaidel.com by the due date.

The Proposal must be typed.

See Open Bidding (below) for due dates.

Contact Information

Organization: Impact Charter School West
Contact Person: Nicolas Bednarek
Street Address: 5600 Chester Ave.
City: Philadelphia
State: Pennsylvania
Zip Code: 19143
E-mail: nbednarek@sandsaidel.com

Open Bidding

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

DATE & TIME	ACTIVITY
May 8, 2026	RFP Issued
May 27, 2026	Questions about RFP due
June 1, 2026	Proposals due
June 2, 2026	VIRTUAL OPENING OF PUBLIC BIDS
June 12, 2026	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. Impact Charter School West 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 Impact Charter School West 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

Impact Charter School West is tax exempt.

- The work will be at two (2) school buildings, on the school's location.

This project is to perform masonry repair work on Buildings A and C, as detailed below:

Building A

- Repair deteriorated and broken masonry elements at multiple locations on the building as set forth in Exhibit A: A.1-A.08.

Building C

- Replace sealant at all window openings and repair deteriorated and broken masonry elements at multiple locations on the building as set forth in Exhibit A: C.1-C.5.

See Exhibit A for photographs and descriptions of the specific repairs and masonry work involved in this project for each Building.

Requirements:

Any mortar needed for any of the work described in this RFP shall be provided by Contractor and must match the existing mortar in strength, color, size, and tooling detail.

Potential bidders may schedule a building/site walkthrough to inspect the areas of work prior to submitting a bid and are encouraged to do so to take measurements.

Project Timeline:

The School would like the project to start no later than June 15, 2026, and end no later than August 17, 2026. The project may be split into phases depending on the scope of the work, which will be discussed with Contractor following the Open Bidding.

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

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. Impact Charter School West 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 Impact Charter School West, 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 Impact Charter School West, 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: Impact Charter School West 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 Impact Charter School West all such information and data for this purpose as may be requested. Impact Charter School West reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding Bidder's capabilities. Impact Charter School West further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy Impact Charter School West 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 Impact Charter School West, or any specific school or department therein, for public advertising unless Impact Charter School West grants express written permission.
4. Anti-Discrimination: By submitting a Proposal, Bidder certifies to Impact Charter School West 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 Impact Charter School West 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 Impact Charter School West 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 Impact Charter School West.

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 Impact Charter School West 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, Impact Charter School West 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 Impact Charter School West's 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 Impact Charter School West's 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 Impact Charter School West 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 Impact Charter School West may request to affect such transfer or assignment.

Further, Contractor agrees that the rights granted to Impact Charter School West 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 Impact Charter School West.
- 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 Impact Charter School West.
- c. Should Contractor at any time fail to perform the work in accordance with these specifications and to the satisfaction of Impact Charter School West, Impact Charter School West 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 Impact Charter School West in completion of the work in excess of the monies that may still be due Contractor, so that Impact Charter School West 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:
- Provide a drug-free workplace for Contractor's employees;
 - 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.
 - 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 Impact Charter School West and Worlds of Opportunity II 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 Impact Charter School West and or Worlds of Opportunity II 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 Impact Charter School West 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 Impact Charter School West and Worlds of Opportunity II 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.

Impact Charter School West and Worlds of Opportunity 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 Impact Charter School West.

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

22. Termination for Convenience: Impact Charter School West reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever Impact Charter School West determines that such a termination is in the best interest of Impact Charter School West. 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 Impact Charter School West 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 Impact Charter School West.

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 Impact Charter School West's 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 Impact Charter School West;
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 Impact Charter School West upon debt or contract, or who is a defaulter on surety or otherwise upon any obligations to Impact Charter School West, 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.

Impact Charter School West

Exhibit A to RFP No.
2026-05-08
Masonry Work



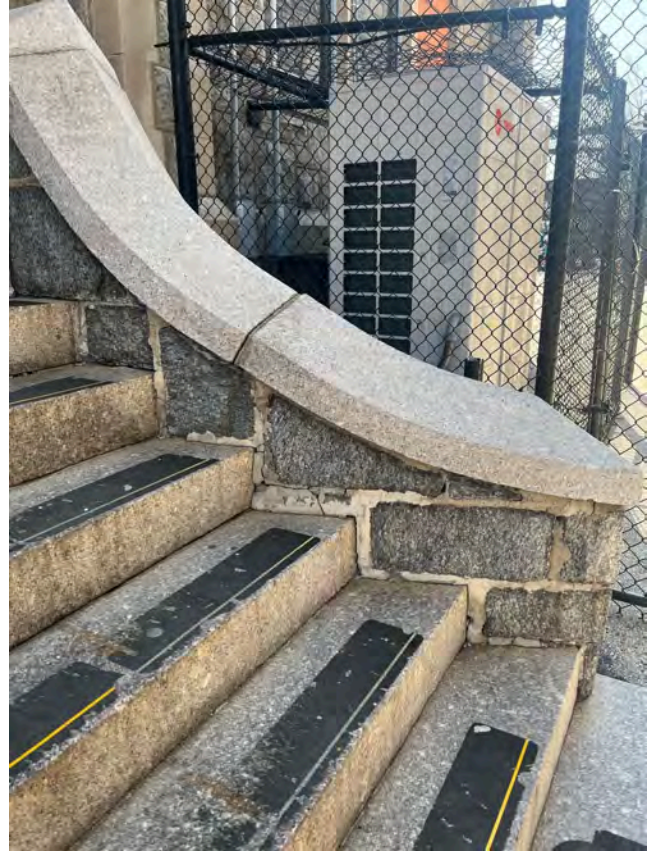
Preamble - List of Project Items

Building A	
1	A.1 Remove and replace all rubble stone mortar joints at the main entry stairs and wing walls of the A building. New pointing to match existing ribbon pointing. Stone copings and stair treads are to be sealed with caulk to prevent further water infiltration.
2	A.2. Remove and replace backer rod and sealant at front elevation cove joint (173 LF).
3	A.3. Remove and replace (3) broken stone window headers at the recess yard. They measure approximately. 4'6" x 12' on their face.
4	A.4. Repair the remaining portion of the demolished chimney, including infilling of open mortar joints, installing stitch anchors at wide cracks, and replacing loose or broken brick in immediate danger of falling. Chimney is 6' x 6' x 41'.
5	A.5. Repoint brick mortar joints at the side of the stair below the chimney and infill missing bricks/holes at the door jamb above.
6	A.6. Provide stitch anchor crack repairs at four (4) locations between windows at the brick façade side of the main building.
7	A.7. Infill missing masonry at (1) downspout opening location at rear of main building, located at right-hand side of the chimney.
8	A.8. Remove brick at open rooftop crack to expose steel elements. Clean and coat the steel and reinstall the brick as required to prevent further water infiltration. Total repair area not to exceed approximately 1' wide x 5' high.
Building C	
9	C.1. Provide 100% backer rod and sealant replacement at all exterior side door and window perimeters to stone.
10	C.2. Clean exposed portions of exterior steel lintels/relieving angles and apply rust-inhibitive coatings.
11	C.3. Infill all missing or cracked mortar joints at exterior stone windowsills and lintels.
12	C.4. Reset displaced stones on both sides of the front entry stairs.
13	C.5. Repair missing/damaged concrete at (3) recess yard side stair locations.

Photos in the section below are representative, not inclusive of all required work.

Building A

A.1 Remove and replace all rubble stone mortar joints at the main entry stairs and wing walls of the A building. New pointing to match existing ribbon pointing. Stone copings and stair treads are to be sealed with caulk to prevent further water infiltration.





A.2. Remove and replace backer rod and sealant at front elevation cove joint (173 LF) to prevent further water infiltration into the basement.





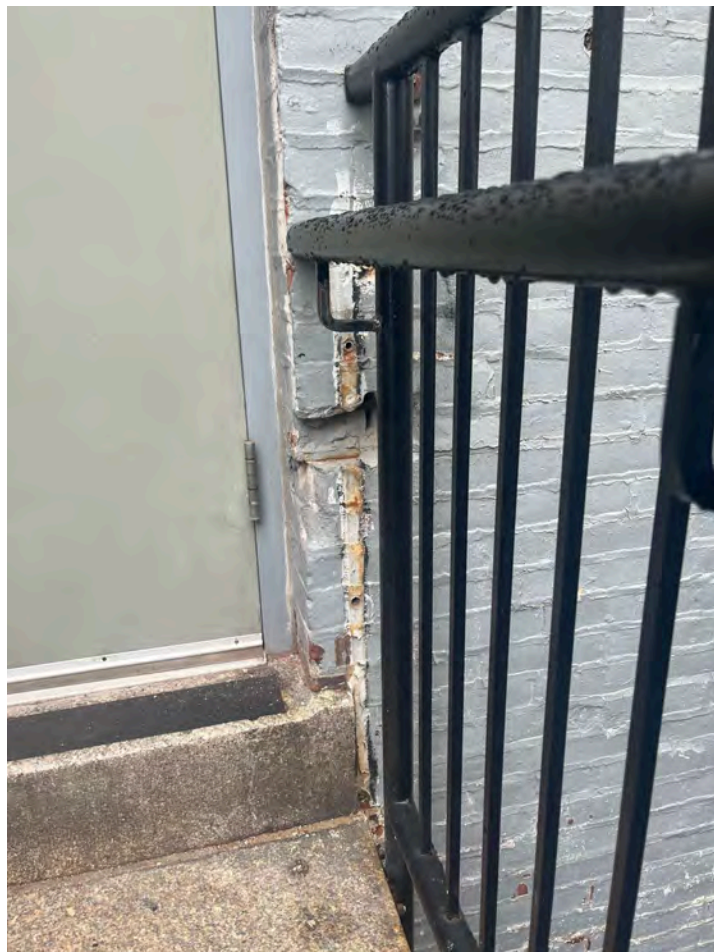
A.3. Remove and replace (3) broken stone window headers at the recess yard. They measure approximately 4'-6" x 12' on their face.



A.4. Repair the remaining portion of the demolished chimney, including infilling of open mortar joints, installing stitch anchors at wide cracks, and replacing loose or broken brick in immediate danger of falling. Chimney is 6' x 6' x 41'.



A.5. Repoint brick mortar joints at the side of the stair below the chimney and infill missing bricks/holes at the door jamb above.



A.6. Provide stitch anchor crack repairs at (4) locations between windows at the brick façade side of the main building.

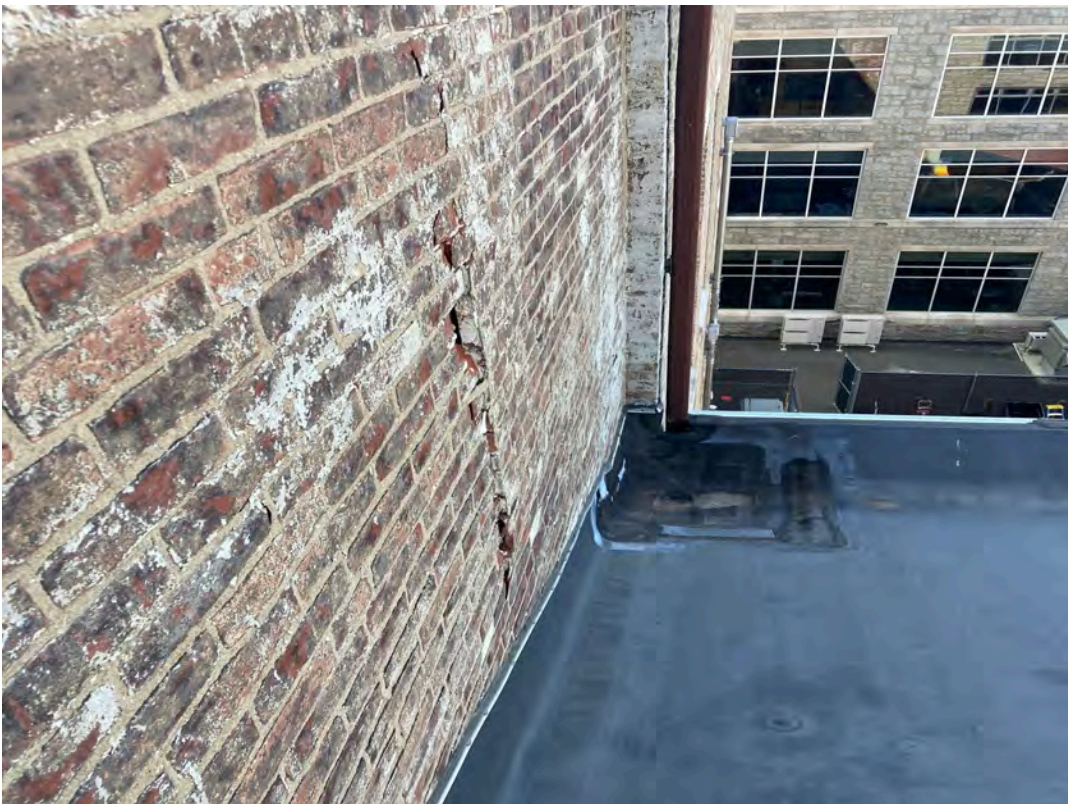




A.7. Infill missing masonry at (1) downspout opening location at rear of main building, located at right-hand side of the chimney.



A.8. Remove brick at open rooftop crack to expose steel elements. Clean and coat the steel and reinstall the brick as required to prevent further water infiltration. Total repair area not to exceed approximately 1' wide x 5' high.



Building C



- C.1.** Provide 100% backer rod and sealant replacement at all exterior side door and window perimeters to stone.
- C.2.** Clean exposed portions of exterior steel lintels/relieving angles and apply rust-inhibitive coatings.
- C.3.** Infill all missing or cracked mortar joints at exterior stone windowsills and lintels.



Corroded steel lintel with deteriorated/missing mortar fill at west façade.

C.4. Reset displaced stones on both sides of the front entry stairs.



C.5. Repair missing/damaged concrete at (3) recess yard side stair locations.

