



5110 West Goldleaf Circle
Suite 150
Los Angeles, CA 90056-1282
(323) 299-8998

REQUEST FOR PROPOSAL OVER-THE PHONE TRANSLATION SERVICES

RFP 2021-10192

January 7, 2021

Dear Vendor:

Crystal Stairs, Inc. (“**Crystal Stairs**”) cordially invites you to submit your response to this Request for Proposal (“**RFP**”) to provide Translation services (“**Services**”) to Crystal Stairs **no later than 4:00p.m. PST on January 29, 2021.**

As a vendor being considered for this RFP, it is important that the enclosed Non-Disclosure and Confidentiality Agreement (“**Confidentiality Agreement**”) be signed and returned with your response. The Confidentiality Agreement ensures Crystal Stairs the right of confidential and secured information. All information submitted will become the sole property of Crystal Stairs. Additionally, please find the enclosed **Subcontract Agreement template**, which illustrates the types of required contractual provisions that will be found in the final agreement between Crystal Stairs and your company.

It is the responsibility of the vendor to respond to the information requested on this RFP. During the RFP process, vendors are prohibited from contacting any board member, employee or manager of Crystal Stairs to solicit information regarding the progress of this RFP. If any vendor attempts to solicit such information, they may be disqualified and eliminated from consideration.

For clarification purposes only, your company may receive a request from a designated member of Crystal Stairs, who will identify themselves and request additional information or clarification to your answers. Your answer must be in writing and returned to Crystal Stairs by e-mail at email address designated below or mail at 5110 West Goldleaf Circle, Suite 150, Los Angeles, California 90056-1282 address to the designated Crystal Stairs representative listed below. When a selection is made, Crystal Stairs will notify each vendor if they were selected as vendor of choice. Crystal Stairs reserves the right to withhold any information regarding why a vendor was not selected.

Thank you and we look forward to hearing from you shortly.

Sincerely,

Thomas Fernandez
Purchasing Supervisor
Crystal Stairs, Inc.
Phone: (323) 421-1315
tfernandez@CrystalStairs.org



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CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

RFP 2021-10192

This Confidentiality and Non-Disclosure Agreement (“**Agreement**”) is made as of the date indicated by the signature below, by and between Crystal Stairs, Inc. (“**Crystal Stairs**”), a California non-profit public benefit corporation, located at 5110 West Goldleaf Circle, Suite 150, Los Angeles, California 90056-1282, and the undersigned (“**Receiving Party**”), in connection with the evaluation of a potential relationship and/or in the performance of certain contemplated services to be performed by the Receiving Party (“**Purpose**”). Crystal Stairs and Receiving Party are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

TERMS

1. **Confidential Information**: Receiving Party, and Receiving Party’s officers, employees and agents (“**Receiving Party’s Staff**”), may have access to and learn about confidential, secret and proprietary information of and/or relating to Crystal Stairs, and its businesses and existing and prospective clients, employees, suppliers, and other associated third parties (“**Confidential Information**”). Confidential Information and Crystal Stairs’ ability to reserve it for the exclusive knowledge and use of Crystal Stairs is of great competitive importance and commercial value to Crystal Stairs, and improper use or disclosure of it may cause Crystal Stairs to incur financial costs, loss of business advantage, liability, civil damages and criminal penalties.

Confidential Information includes, but is not limited to, all information not generally known to the public, in any form or medium, relating directly or indirectly to, financial and personal information of the business accounts, customers, clients, employees, volunteers, interns and affairs of Crystal Stairs; training and operations materials and memoranda of Crystal Stairs and its businesses; any existing or prospective customer or client, or of any other person or entity that has entrusted information to Crystal Stairs in confidence; and information that is marked or identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

2. **Disclosure and Use Restrictions**: Receiving Party will, treat all Confidential Information as strictly confidential; not directly or indirectly disclose, publish, communicate or make available Confidential Information, nor allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person not having a need and authority to know and use the Confidential Information and, in any event, not to anyone outside of the direct employ of Crystal Stairs, except as required for the Purpose; and not access or use any Confidential Information, and not copy or remove from Crystal Stairs’ premises or control, any Confidential Information, except as required for the Purpose or with the prior consent of an authorized Crystal Stairs officer, and then, such disclosure will be made only within the limits and to the extent of such duties or consent.

Nothing herein will be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure

required by such law, regulation or order. Receiving Party will promptly provide written notice of any such order to an authorized officer of Crystal Stairs within 7 days of receiving such order, but in any event, sufficiently in advance of making any disclosure to permit Crystal Stairs to contest the order or seek confidentiality protections, as determined in Crystal Stairs' sole discretion.

3. **Duration of Confidentiality Obligations:** The obligations under this Agreement continue until such time as such Confidential Information has become public knowledge, other than as a result of Receiving Party's breach of this Agreement or breach by those acting in concert with or on behalf of the Receiving Party.

4. **Remedies:** In the event of a breach or threatened breach by Receiving Party of any of the provisions of this Agreement, Crystal Stairs will be entitled to seek, in addition to other available remedies, a temporary or permanent injunction, or other equitable relief, against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief is in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

5. **Return and Destruction of Confidential Information:** Receiving Party will provide or return to Crystal Stairs any and all documents and materials belonging to Crystal Stairs upon, (i) completion of the Purpose; or (ii) Crystal Stairs' request, at any time.

6. **No Obligations:** This Agreement does not obligate Crystal Stairs to disclose any information or negotiate or enter into any agreement or relationship with Receiving Party.

7. **Remedies:** Due to the unique nature of the Confidential Information, any breach of this Agreement would cause immediate and irreparable harm to Crystal Stairs and therefore Crystal Stairs is entitled to specific performance and injunctive or other equitable relief without the necessity of a bond in addition to all other remedies available at law.

8. **Dispute Resolution:** If a dispute arises out of this Agreement and cannot be settled through informal discussions or negotiations, the Parties will first try to settle the dispute in good faith by submitting the dispute to a sole mediator mutually selected by the Parties. If the dispute is not then resolved, then, upon notice by either Party, such dispute will be settled by binding arbitration, administered by an arbitrator mutually agreed to by the Parties, in accordance with the rules and procedures used by said arbitrator, and who will be competent in the legal and technical aspects of the subject matter of, and will not limit, expand or modify the terms found in this Agreement. A request by either Party to a court for interim protection will not affect the arbitration obligation. Each Party will bear their own expenses and an equal share of all costs and fees of the mediation and/or arbitration. The prevailing Party will be entitled to attorneys' fees and costs associated with mediation and/or arbitration, and judgment on the written award may be entered by any court having jurisdiction. The contents and result of mediation and/or arbitration will be held in strict confidence by the Parties, who will be bound by a confidentiality agreement.

9. **Modifications:** No amendments, alterations, changes or modifications to the terms and conditions of this Agreement are valid, unless made in writing, approved by Crystal Stairs, and signed by authorized Party representatives.

10. **Notices:** All notices required to be given herein will be made in writing and sent by, overnight courier; certified mail with return receipt requested; or emailed, with confirmation of receipt to the below designated Party recipients at the addresses listed above, with a courtesy copy to the Crystal Stairs Legal Department at the address listed above. Unless otherwise specified herein, all notices are effective upon

receipt. The Parties may change this information by informing the other Party in writing of such change.

Crystal Stairs Attn: Thomas Fernandez tfernandez@CrystalStairs.org	Receiving Party <i>See end of Agreement.</i>
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11. **Jurisdiction & Venue:** This Agreement, and the rights and obligations of the Parties as set forth herein, are governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles that would require the application of law from another jurisdiction. Any claim or dispute arising out of this Agreement will be resolved in Los Angeles County, California.

12. **Waiver:** Failure or delay by either Party to enforce any term or condition of this Agreement does not constitute a waiver of such, or of any other term or condition, unless such waiver is in writing and signed by an authorized Party representative. Any waiver to, or of, any breach by the other Party, does not constitute waiver of, or excuse for any other, different or subsequent breach.

13. **Table of Contents & Headings:** The Table of Contents and Section headings set forth herein are for convenience only and do not affect the construction of this Agreement.

14. **Entire Agreement:** Except as otherwise provided for herein, this Agreement constitutes the entire agreement, final expression and exclusive statement of mutual understanding between the Parties relating to the subject matter contained herein and supersedes and cancels all prior written and oral agreements, communications and understandings, of any type whatsoever, made between the Parties in connection to this Agreement. Neither Party has made any oral nor written statements, which are not included in this Agreement, and that in any way induced either Party to enter into this Agreement.

15. **Severability & Survival:** If any term or condition of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such term or condition will be deemed stricken, and the remainder of this Agreement will remain in full force and effect, and not affected thereby. The rights, duties, obligations and warranties of the Parties, which by their terms are to survive termination of this Agreement, survive termination, to the fullest extent permitted by applicable statute of limitation laws.

16. **Counterparts & Photocopies:** This Agreement may be executed in one or more counterparts, each of which are deemed an original. A copy of this Agreement with a photocopied signature (including signatures reproduced by electronic means) may be used as an original signature for all purposes, unless a copy with an original signature is produced.

[Signature on following page.]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed. The undersigned certify that by signing this Agreement, they are duly authorized to execute this Agreement.

RECEIVING PARTY INFORMATION

Company Name: _____

Company Address: _____

By: _____
Authorized Signatory

Name: _____

Title: _____

Date: _____



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REQUEST FOR PROPOSAL

Introduction to Invitation

RFP 2021-10192

As a participant of the RFP bidding process, bidder is expected to abide by all terms and conditions of this RFP and bidder is advised to carefully review all instructions outlined in this RFP. In order to be considered, bidder must provide responses and answers to **all** questions found in the sections and attachments to this RFP, must be able to demonstrate that it meets the minimum qualifications established in this RFP and has the ability to provide the Services. Failure to provide this necessary documentation will cause the proposal to be rejected as non-responsive. The RFP will in no manner be construed as a commitment on the part of Crystal Stairs to select any proposal.

Crystal Stairs reserves the right to, reject any or all proposals; waive minor irregularities in the RFP process or in the RFP responses; re-advertise this RFP; postpone or cancel this process; select and procure parts of services; change or modify the RFP schedule at any time; and select another qualified bidder, if an agreement cannot be negotiated with the selected bidder or if the selected bidder's performance does not meet the requirements in this RFP.

To ensure compliance with Civil Rights Requirements Crystal Stairs must provide over-the phone interpretation services in the participants preferred spoken or written language or to the hearing impaired.

During the previous twelve months the Agency has used on-demand over the phone translation services an average of 190 times per month.

Response Requirements and Proposals

I. Scope of Work

The selected, successful bidder to this RFP will be expected to provide Crystal Stairs the Services, which are more specifically:

Provide Over-The Phone Translation Services by certified interpreters on demand during agency business hours, at minimum (8am – 7PM or 24 hours a day)

Interpreter services should be readily available in all languages and for the hearing impaired

Provide multiple user accounts with unique user profiles

Provide electronic confirmation per service call noting:

Agency User Name or ID#
Participant's Name
Date and Time of Call
Language Used
Cost per Call

II. Pricing Structure

Provide pricing tiers per minute per call

Provide pricing for account set up and training

Option 1: Cost for 1 year service agreement

Option 2: Cost for 3 year service agreement

Option 3: Cost for 5 year service agreement

Bidder must also include pricing for their standard hourly rate and their overtime hourly rate. Travel expenses must not be included, as they will not be covered.

III. Minimum Qualifications

The following minimum requirements have been established as a basis for determining bidder eligibility:

Provide Certifications of staff employed for the services requested

IV. Selection of Successful Bidder

Selection and approval of the successful bidder will be made by Crystal Stairs in accordance with its competitive selection process. Crystal Stairs will evaluate proposals on the basis of the guidelines set forth in this RFP and then make a final selection for an award.

There will be no “formal” proposal opening for this RFP. Proposals will be opened and evaluated, after the submission deadline.

V. General Terms and Conditions

Binding Offer

A bidder’s proposal will remain valid for a period of 60 days following the proposal deadline and will be considered a binding offer to perform the Services, assuming all terms and conditions are satisfactorily negotiated. The submission of a proposal is prima facie evidence that the bidder has familiarized itself with the contents of this RFP.

Pricing

All bid proposals must include a total price that includes all subtotals, costs, taxes, fees and any and all other expenses associated with bidder’s proposal. An incomplete response will not be considered.

Cost of Preparation of Proposal

All costs associated with this RFP, including preparing and delivering a proposal to this RFP and any interview, will be borne entirely by the bidder. Crystal Stairs will not compensate the bidder for any expenses incurred by the bidder as a result of this RFP process.

Contract Requirements

The selected bidder to whom an award is made will execute a written contract with Crystal Stairs after notice of the award has been initiated. The contract will be similar in form and content to the attached Crystal Stairs contract template. All bidders should read the contract template in its entirety and play special attention to the **Debarment and Suspension and Insurance Section requirements**.

Non-Exclusive Contract

Any resulting contractual relationship is non-exclusive and Crystal Stairs reserves the right to select more than one bidder or seek similar or identical services elsewhere, if deemed in the best interest of Crystal Stairs.

Crystal Stairs' Disclosure of Materials

Crystal Stairs may be required to submit documents or materials to its funders and as such, all materials submitted by bidder to Crystal Stairs are subject to disclosure. Bidder specifically waives any claims against Crystal Stairs related to the disclosure of any materials, if such disclosure was made pursuant to a request from a Crystal Stairs funder.

Withdrawal of Bid

A bidder may withdraw their proposal from the bidding process without prejudice prior to the time specified for the RFP Response Deadline by submitting a written request to the Crystal Stairs representative listed on the attached RFP Introduction Letter.

Bidder Responsibility Regarding the RFP and Proposal

It is the responsibility of each bidder to examine this RFP carefully and to judge for itself all of the circumstances and conditions which may affect its proposal. Any data furnished by Crystal Stairs is for informational purposes only and is not warranted. Bidder's use of any such information is at bidder's own risk. Failure on the part of any bidder to examine, inspect, and be completely knowledgeable of the terms and conditions of the RFP, operational conditions, or any other relevant documents or information, will not relieve the selected bidder from fully complying with this RFP.

VI. Prospective Vendor Questionnaire

The attached **Prospective Vendor Questionnaire** must be submitted with your company's response to this RFP. Failure to submit the Prospective Vendor Questionnaire will cause the proposal to be rejected as non-responsive. If you have submitted a Prospective Vendor Questionnaire within the previous 9 months, you do not need to do so for consideration for this RFP.



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**REQUEST FOR PROPOSAL
Sample Contract Template Attachment Cover Page**

RFP 2021-10192

**DO NOT FILL OUT OR SIGN THE ATTACHED
SAMPLE CONTRACT TEMPLATE.**

The attached document is a sample only. The selected bidder will receive a draft-copy of the final contract and will be expected to sign it. Therefore, you should review the attached sample contract template in its entirety and make sure that you are able to comply with all terms and conditions.



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GENERAL SERVICES SUBCONTRACT AGREEMENT FOR
[TYPE OF GENERAL SERVICES]
[CONTRACTOR NAME]

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GENERAL SERVICES SUBCONTRACT AGREEMENT

This General Services Subcontract Agreement (“**Agreement**”) for [Brief Description of Services] services is made as of [Date] (“**Effective Date**”), by and between Crystal Stairs, Inc. (“**Crystal Stairs**”), a California non-profit public benefit corporation, located at 5110 West Goldleaf Circle, Suite 150, Los Angeles, California 90056-1282, and [Contractor’s Legal Name] (“**Contractor**”), a [Type of business, e.g. sole proprietor, [State] corporation, [State] limited liability company], located at [Contractor Address]. Crystal Stairs and Contractor are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

TERMS

- Work:** During the Term, as defined below, Contractor will provide the services described in the **Scope of Work** (“**Work**”), attached as **Attachment A** and incorporated herein by reference, for the benefit of the Crystal Stairs Head Start Program and in accordance with all relevant laws and regulations.
- Term:** The term of this Agreement commences on the Effective Date and, except as otherwise provided for in this Agreement, continues in full force and effect until complete and full performance of this Agreement, as approved by Crystal Stairs, but in no event later than [Date] (“**Term**”). [Note & Delete: In general, no contract should extend beyond the current Fiscal Year.]
- Compensation & Invoicing:** In consideration for the Work, Crystal Stairs will pay Contractor [OPTIONAL: a not to exceed amount of] \$[[Dollar Amount in Numbers] e.g. 4,000.10] (“**Payment**”), as further detailed in **Attachment A**, and is an amount calculated based on Contractor’s non-Federal contribution, as defined below, of \$[[Dollar Amount in Numbers] e.g. 4,000.10]. The Payment represents full compensation for performance of the Work, and includes any and all expenses incurred by Contractor. Unless otherwise provided in **Attachment A**, the Payment is to be paid by Crystal Stairs within 30 days of the receipt of an invoice, provided an authorized Crystal Stairs representative approves the invoice charges. All invoices should be sent to:

Crystal Stairs, Inc.
Accounts Payable
P.O. Box 92222
Los Angeles, California 90009-2222
aphelpdesk@crystalstairs.org

- Availability of Funding:** Funding for this Agreement is subject to the appropriation and availability of funds provided by the United States Department of Health and Human Services, the Office of Head Start and any and all other agencies, divisions or departments thereunder (collectively and individually the “**Funding Agency**”).
- Taxes:** Contractor is responsible for all taxes imposed on Contractor by any state, local or federal government. Crystal Stairs will not withhold any state, federal or FICA taxes from the Payment, nor make any such tax payments. Contractor will defend, hold harmless and indemnify Crystal Stairs from and against the payment of any taxes in connection with this Agreement, as well as any penalties and/or fees related to any such tax payments.

6. **Non-Federal Share Contribution:** The Parties may agree from time-to-time to recognize certain contributed Work as non-Federal share contributions (“**non-Federal share**”). The Parties will agree upon the perceived value of all Work provided to Crystal Stairs as in-kind for purposes of proper revenue recognition. Contractor’s non-Federal share amount is to be included in all invoices for Work performed by Contractor, as further detailed in **Attachment A**.

7. **Travel Reimbursements:** Contractor is responsible for any and all expenses incurred while performing this Agreement, with the exception of pre-authorized travel and per diem expenses, if so allowed and described in **Attachment A** (“**Expenses**”). If Expenses are authorized herein, they will be reimbursed at rates determined by the U.S. General Services Administration. Additionally, Contractor must first obtain approval from Crystal Stairs in order for Contractor to be reimbursed for Expenses. **[OR]** Contractor is not entitled to reimbursement for travel and/or per diem expenses.

8. **Equipment & Material Purchases:** Crystal Stairs and the Funding Agency retain title to any and all equipment or supplies purchased with the Payment (“**Equipment**”). Equipment, including final products resulting from the Work, will be returned to Crystal Stairs upon termination of this Agreement. Contractor must obtain prior written approval from Crystal Stairs and the Funding Agency for any unit of equipment that costs in excess of \$5,000.

9. **Relationship of the Parties:** Contractor does not act in any capacity as officer, employee or agent of the Funding Agency, and Contractor and Contractor’s officers, employees and agents (“**Contractor’s Staff**”) are independent contractors. Although Crystal Stairs will specify the general nature of the Work, the details of performing and meeting the goals of the Work will be determined by Contractor and Contractor’s Staff. This Agreement does not create a partnership relationship between Contractor and either Crystal Stairs or Funding Agency, nor provide Contractor and Contractor’s Staff with any authority to enter into any contracts on behalf of Crystal Stairs or the Funding Agency.

10. **Unemployment and Workers’ Compensation Insurance:** Crystal Stairs will not obtain, nor make any Unemployment Compensation Insurance, nor Workers’ Compensation Insurance, payments on behalf of Contractor and Contractor’s Staff, subcontractors or contract personnel. Contractor will, at Contractor’s sole cost and expense, procure and maintain such insurance, as required by law.

11. **Crystal Stairs’ Responsibilities:** Any obligations of Crystal Stairs, beyond the duty to pay the Payment, are listed in **Attachment A**.

12. **Contractor’s Responsibilities:**

a. **W-9 & Proof of Insurance:** Crystal Stairs is not bound under this Agreement until Contractor provides Crystal Stairs with proof of insurance, as provided under the Insurance Section and a completed IRS Form W-9.

b. **Sole Proprietor and No Employees Certification:** If applicable, Contractor acknowledges that Contractor is a sole-proprietor that does not employ any employees and if Contractor does hire employees during the Term, Contractor will notify Crystal Stairs and obtain Workers’ Compensation and Employer’s Liability Insurance, pursuant to the Insurance Section.

c. **Records Retention & Inspection:** Contractor will maintain complete and accurate records to substantiate charges, disbursements, and/or expenses, made or incurred by Contractor in performance of this Agreement. In the event Contractor does not maintain such documentation, claims for payment will not be valid or reimbursable. Any payments made by Crystal Stairs subsequently found to be invalid and not reimbursable will be returned by Contractor. Contractor will retain, and make available upon request, such books, documents, papers and records for 5 years

from the date of the final Payment. These records may be subject to review by Crystal Stairs, the Funding Agency and the Comptroller General of the United States, or any of their duly authorized representatives, for purposes of conducting audits, examinations, creating excerpts or reviewing transcriptions and Contractor's Staff, who might reasonably have information related to such records, may be interviewed.

d. **Audit Exception Liability:** Contractor will pay any audit exceptions or overpayments caused by, or as a result of, Contractor's lack of performance under this Agreement. In addition to other remedies or sources of funds, Crystal Stairs may offset any audit exceptions or overpayments from the Payment, or any payments under subsequent agreements to the extent of claimed payments.

e. **Standards of Performance:** Contractor is responsible for all the Work, which will be performed solely by Contractor and Contractor's Staff. Contractor will enforce strict discipline and good order among Contractor's Staff and will not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

f. **Conflict of Interest:** There exists no actual or potential conflict of interest to Contractor and Contractor's Staff, and their business or financial interests, performing this Agreement and no prior or current relationships exist, which would prevent Contractor from entering into and fulfilling all obligations under this Agreement. In the event any conflict of interest does exist or may arise, Contractor will immediately notify Crystal Stairs, in writing, of such conflict, and identify persons and relevant circumstances relating to the conflict of interest.

g. **Code of Conduct:** Contractor will comply with Crystal Stairs' Code of Compliance, Conduct and Ethics ("**Code**"), which is incorporated herein by reference and available for review at www.CrystalStairs.org. Contractor's failure to follow the Code will result in a material breach and immediate termination of this Agreement, at Crystal Stairs' option, with notification to appropriate authorities, as necessary. Contractor will execute, and ensure that Contractor's Staff comply with, the Crystal Stairs Head Start Ethical and Professional Standards of Conduct for Independent Contractors, which is incorporated herein by reference.

h. **Confidentiality:**

i. **Confidential Information:** Contractor and Contractor's Staff may have access to and learn about confidential, secret and proprietary information of and/or relating to Crystal Stairs, and its businesses and existing and prospective clients, employees, suppliers, and other associated third parties ("**Confidential Information**"). Confidential Information and Crystal Stairs' ability to reserve it for the exclusive knowledge and use of Crystal Stairs is of great competitive importance and commercial value to Crystal Stairs, and improper use or disclosure of it may cause Crystal Stairs to incur financial costs, loss of business advantage, liability, civil damages and criminal penalties.

Confidential Information includes, but is not limited to, all information not generally known to the public, in any form or medium, relating directly or indirectly to, financial and personal information of the business accounts, customers, clients, employees, volunteers, interns and affairs of Crystal Stairs; training and operations materials and memoranda of Crystal Stairs and its businesses; any existing or prospective customer or client, or of any other person or entity that has entrusted information to Crystal Stairs in confidence; information that is marked or identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the

context and circumstances in which the information is known or used; and Confidential Information developed by Contractor in the performance of this Agreement.

ii. **Disclosure and Use Restrictions:** Contractor will, treat all Confidential Information as strictly confidential; not directly or indirectly disclose, publish, communicate or make available Confidential Information, nor allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person not having a need and authority to know and use the Confidential Information and, in any event, not to anyone outside of the direct employ of Crystal Stairs, except as required in the performance of this Agreement; and not access or use any Confidential Information, and not copy or remove from Crystal Stairs' premises or control, any Confidential Information, except as required in the performance of this Agreement or with the prior consent of an authorized Crystal Stairs officer, and then, such disclosure will be made only within the limits and to the extent of such duties or consent.

Nothing herein will be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. Contractor will promptly provide written notice of any such order to an authorized officer of Crystal Stairs within 7 days of receiving such order, but in any event, sufficiently in advance of making any disclosure to permit Crystal Stairs to contest the order or seek confidentiality protections, as determined in Crystal Stairs' sole discretion.

iii. **Duration of Confidentiality Obligations:** The obligations under this Confidentiality Section continue until such time as such Confidential Information has become public knowledge, other than as a result of Contractor's breach of this Agreement or breach by those acting in concert with, or on behalf of, Contractor.

iv. **Remedies:** In the event of a breach or threatened breach by Contractor of any of the provisions of this Section, Crystal Stairs will be entitled to seek, in addition to other available remedies, a temporary or permanent injunction, or other equitable relief, against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief is in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

v. **Return and Destruction of Confidential Information:** Contractor will provide or return to Crystal Stairs any and all documents and materials belonging to Crystal Stairs upon, (i) termination of this Agreement; or (ii) Crystal Stairs' request, at any time.

i. **Quality Control:** Systematic inspections will be conducted by Crystal Stairs to ensure that all Work is properly performed.

j. **Compliance with Law & Financial Capability:** Contractor will comply with, and represents and warrants that Contractor is in compliance with, all applicable federal, state and local laws, rules and regulations, and will possess, make available, and maintain all requisite permits, licenses and certificates necessary to perform this Agreement. Contractor is responsible for compliance by any subcontractor or contract employee for the same, and will require these and other provisions enumerated and incorporated herein by reference, in all subcontracts. Contractor

certifies that Contractor is financially capable of adhering to the foregoing, is financially solvent and is not subject to any lienholder claims or encumbrances that would preclude or otherwise affect Contractor's ability to fully comply with and perform this Agreement.

k. **California Non-Discrimination Clause:** Contractor will comply with the provisions of California Standardized State Form OCP-2, which is incorporated herein by reference.

l. **Catch-All Certification:** Contractor will furnish, if necessary, or as requested by Crystal Stairs, any and all statutory or regulatory compliance related documents and information required by local, state and federal law to be in possession by Contractor.

m. **Contract Work Hours and Safety Standards:** If the Payment is \$100,000 or more, Contractor will comply with the requirements of 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

n. **Clean Air Act & Federal Water Pollution Control Act:** If the Payment is \$150,000 or more, Contractor will comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

13. **Contractor's Warranty:** Contractor, unless otherwise provided for herein, will provide and pay for all labor, materials and supplies necessary for the Work; warrants that the Work will be performed in a professional, workmanlike and timely manner; and is solely responsible for the Work, including the techniques, sequences, procedures, means and coordination of the Work. Contractor warrants that all Equipment is new, of good quality and free of defects, as determined by industry standards. Contractor will, supervise and coordinate the Work using Contractor's best skill and attention; provide and oversee all safety orders and precautions necessary for the reasonable safety of the Work; keep the area of the Work clean and free of rubbish on a daily basis; and upon completion of the Work, leave the area of the Work in a clean and orderly condition.

14. **Certification of Contractor:**

a. **Debarment and Suspension:** Contractor certifies that Contractor is not a party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension".

b. **Byrd Anti-Lobbying Amendment:** If the Payment is \$100,000 or more, Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award to Crystal Stairs.

c. **National Labor Relations Board Compliance:** Contractor swears under penalty of perjury that no more than 1 final, un-appealable finding of contempt of court has been issued by a federal court against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which ordered the Contractor to comply with an order of the National Labor Relations Board. For purposes of this Section, a finding of contempt does not include any finding that has been vacated, dismissed or otherwise removed by the court because Contractor has complied with the order which was the basis for the finding.

Crystal Stairs may rescind this Agreement, if Crystal Stairs later discovers that Contractor falsely swore to the truth of the statement required by this Section.

15. **Intellectual Property:** Contractor hereby irrevocably transfers and assigns to Crystal Stairs any and all rights, title and interest to all materials including, but not limited to, works of authorship, photographs, recordings, designs, drawings, technical information, field developments, trade or service marks (“**Work Products**”) created by Contractor in connection with this Agreement. Contractor will execute any and all documents and perform any such acts as may be necessary to establish, register, enforce, protect or otherwise maintain these rights by Crystal Stairs. Crystal Stairs is the sole owner of any and all copyrights and other intellectual property rights pertaining to or arising from the Work Products and may make changes in, deletions from, or additions to the Work Products, at its sole discretion.

16. **Termination & Breach of Contract:** This Agreement will terminate automatically at the expiration of the Term. Either Party may terminate this Agreement for cause, at any time, effective immediately upon receipt of such notice. Termination for cause means termination based upon a material breach of any term or condition of this Agreement, which remains uncured for 10 days after providing notice to the breaching Party, and includes, but is not limited to, failure to perform this Agreement in an adequate or timely manner; non-compliance with applicable laws, rules and regulations; submission of false, misleading or erroneous information; failure to maintain accurate or complete records; violation of the Confidentiality Section; administrative or fiscal mismanagement; and failure to comply with the Records Retention & Inspection Section.

Either Party may terminate this Agreement for convenience, at any time, upon 30 days’ advance written notice to the other Party, effective at the conclusion of such 30 day period. Crystal Stairs is only responsible for payment of charges incurred prior to termination of this Agreement if, Contractor does not perform any Work nor incur any unnecessary expenses after receipt of notice of termination; and all claims for such payments are received by Crystal Stairs within 30 days following such notice.

In the event Contractor breaches any term or condition of this Agreement, Crystal Stairs is entitled to pursue any and all administrative, equitable and legal remedies permitted by law, including sanctions and penalties, where appropriate.

17. **Force Majeure:** Neither Party will be deemed to be in default of such Party’s obligations under this Agreement if, and so long as, such performance is prevented, restricted or interfered with, by acts of God, war, government regulations or orders, disasters, civil disorder, strikes or any other similar act or cause not within the control of such Party.

18. **Indemnification:** Contractor will defend, indemnify and hold harmless Crystal Stairs, the Funding Agency, and each of their officers, board members, directors, agents, employees, representatives and successors-in-interest, from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, suppliers, laborers, materialmen and any other person, firm or corporation furnishing or supplying the Work, services, materials or supplies in connection with performance of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by Contractor in performance of this Agreement.

19. **Insurance:** Contractor will, at Contractor’s sole cost and expense, procure and maintain the following insurance coverages during the Term, unless otherwise specified herein, to protect against any claims arising from or in connection with performance of this Agreement by Contractor, Contractor’s Staff, or subcontractors, including, but not limited to, claims for bodily injury, property damage and death.

a. **Minimum Scope and Limit of Insurance:** Coverage will be at least as broad as:

- i. **Workers' Compensation:** If Contractor has employees, or hires employees during the Term, Workers' Compensation, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury or disease;
- ii. **Commercial General Liability ("CGL"):** ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, with limits of no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either such limit will apply separately to this project/location (ISO Form CG 25 03 or 25 04) or such limit will be twice the required occurrence limit;
- iii. **Sexual Abuse or Molestation:** If this Agreement relates in any way to minors or minors will be present during the Work, Sexual Abuse or Molestation coverage must be included under the CGL policy or obtained in separate policies, with limits of no less than \$1,000,000 per occurrence, \$3,000,000 aggregate, and will include, but not be limited to, coverage for physical abuse, sexual or bodily harm, non-physical verbal, emotional or mental abuse, and actual, threatened or alleged acts, errors, omissions or misconduct;
- iv. **Professional Liability (Errors and Omissions):** If applicable and necessary to perform this Agreement, insurance appropriate to Contractor's profession, with limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate; and
- v. **Automobile Liability:** ISO Form CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, Crystal Stairs requires, and will be entitled to, such coverage and/or limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage will be available to Crystal Stairs. No representation is made that these minimum insurance requirements are sufficient to cover the indemnity or other obligations of Contractor.

b. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured:** Crystal Stairs, Funding Agency, and if applicable, the property owners (listed in **Attachment B**) and each of their officers, officials, employees, and volunteers (collectively "**Insured Parties**"), are to be covered as additional insureds on the CGL policy with respect to liability arising out of this Agreement, including materials, parts, or equipment furnished. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or, if not available, through the addition of both, (i) CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and (ii) CG 20 37, if a later edition is used.
- ii. **Primary Coverage:** For any claims related to this Agreement or the Work, Contractor's insurance coverage will be primary coverage, at least as broad as ISO Form CG 20 01 04 13, as respects Insured Parties. Any insurance or self-insurance maintained by Contractor or Contractor's Staff will be excess of the Contractor's insurance and will not contribute with it.

iii. **Notice of Cancellation:** Each insurance policy required above will provide that coverage cannot be canceled, except with notice to Crystal Stairs.

iv. **Waiver of Subrogation:** Contractor grants to Insured Parties a waiver of any right to subrogation, which any insurer of the Contractor may acquire against Insured Parties by virtue of the payment of any loss under such insurance. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Crystal Stairs has received such endorsement.

v. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by Crystal Stairs. Crystal Stairs may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language will provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Crystal Stairs.

vi. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII or a Standard and Poor's Rating (if rated) of at least BBB.

vii. **Claims Made Policies:** If any of the required policies provide claims-made coverage, the retroactive date must be shown, and must be before the Effective Date or the beginning of the Work; insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Work; and if the coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, the Contractor must purchase "extended reporting" coverage for a minimum of 5 years after completion of the Work. A copy of the claims reporting requirements must be submitted to Crystal Stairs for review.

viii. **Verification of Coverage:** Contractor will furnish Crystal Stairs with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting the required coverage) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements. Failure to obtain the required documents does not waive Contractor's obligation to provide such documents. Crystal Stairs reserves the right to request such documentation at any time.

ix. **Modification:** Crystal Stairs reserves the right to modify these requirements.

20. **Dispute Resolution:** If a dispute arises out of this Agreement and cannot be settled through informal discussions or negotiations, the Parties will first try to settle the dispute in good faith by submitting the dispute to a sole mediator mutually selected by the Parties, or if the amount in dispute is less than \$5,000, the Parties may also resolve the dispute by use of small claims court. If the dispute is not then resolved, then, upon notice by either Party, such dispute will be settled by binding arbitration, administered by an arbitrator mutually agreed to by the Parties, in accordance with the rules and procedures used by said arbitrator, and who will be competent in the legal and technical aspects of the subject matter of, and will not limit, expand or modify the terms found in this Agreement. A request by either Party to a court for interim protection will not affect the arbitration obligation. Each Party will bear their own expenses and an equal share of all costs and fees of the mediation and/or arbitration. The prevailing Party will be entitled to attorneys' fees and costs associated with mediation and/or arbitration, and judgment on the written award may be entered by any court having jurisdiction. The contents and result of mediation and/or arbitration will be held in strict confidence by the Parties, who will be bound by a confidentiality agreement.

21. **Assignment:** Contractor cannot assign Contractor’s interest or delegate Contractor’s duties, in whole or in part, under this Agreement.

22. **Modifications:** No amendments, alterations, changes or modifications to the terms and conditions of this Agreement are valid, unless made in writing, approved by Crystal Stairs, and signed by authorized Party representatives. If this Agreement was subject to Funding Agency approval, or the modification would cause this Agreement to be in an amount requiring Funding Agency approval, then a modification is valid only after receipt of such approval.

23. **Notices:** All notices required to be given herein will be made in writing and sent by, overnight courier; certified mail with return receipt requested; or emailed, with confirmation of receipt, to the below designated Party recipients at the addresses listed above, with a courtesy copy to the Crystal Stairs Legal Department at the address listed above. Unless otherwise specified herein, all notices are effective upon receipt. The Parties may change this information by informing the other Party in writing of such change.

Crystal Stairs	Contractor
Attn: [Crystal Stairs Representative Name] [Email]@CrystalStairs.org	Attn: [Contractor Representative Name] [Email Address]

24. **Jurisdiction & Venue:** This Agreement, and the rights and obligations of the Parties as set forth herein, are governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles that would require the application of law from another jurisdiction. Any claim or dispute arising out of this Agreement will be resolved in Los Angeles County, California.

25. **Waiver:** Failure or delay by either Party to enforce any term or condition of this Agreement does not constitute a waiver of such, or of any other term or condition, unless such waiver is in writing and signed by an authorized Party representative. Any waiver to, or of, any breach by the other Party, does not constitute waiver of, or excuse for, any other, different or subsequent breach.

26. **Table of Contents & Headings:** The Table of Contents and Section headings set forth herein are for convenience only and do not affect the construction of this Agreement.

27. **Entire Agreement:** Except as otherwise provided for herein, this Agreement constitutes the entire agreement, final expression and exclusive statement of mutual understanding between the Parties relating to the subject matter contained herein and supersedes and cancels all prior written and oral agreements, communications and understandings, of any type whatsoever, made between the Parties in connection to this Agreement. Neither Party has made any oral nor written statements, which are not included in this Agreement, and that in any way induced either Party to enter into this Agreement.

28. **Severability & Survival:** If any term or condition of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such term or condition will be deemed stricken, and the remainder of this Agreement will remain in full force and effect, and not affected thereby. The rights, duties, obligations and warranties of the Parties, which by their terms are to survive termination of this Agreement, survive termination, to the fullest extent permitted by applicable statute of limitation laws.

29. **Counterparts & Photocopies:** This Agreement may be executed in one or more counterparts, each of which are deemed an original. A copy of this Agreement with a photocopied signature (including signatures reproduced by electronic means) may be used as an original signature for all purposes, unless a copy with an original signature is produced.

30. **Time of Essence:** Time is of the essence in performance of this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed. The undersigned certify that by signing this Agreement, they are duly authorized to execute this Agreement.

CRYSTAL STAIRS

CONTRACTOR

By: _____
Authorized Signatory

By: _____
Authorized Signatory

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



5110 West Goldleaf Circle
Suite 150
Los Angeles, CA 90056-1282
(323) 299-8998

ATTACHMENT A SCOPE OF WORK

- 1) **General Information:**
 - Location where the Work will be performed:
[Address(es)]
 - Scheduled dates and times (if applicable) for performance and completion of the Work:
 - Scheduled dates: [Start and End Date] [OR] N/A.
 - Scheduled times: [Start and End Times] [OR] N/A.
- 2) **Detailed Description of the Work:** Contractor will perform the following Work during the Term: [Details and Description of services to be performed].
- 3) **Detailed Description of the Payment:**
 - Daily rate: \$[Dollar Amount] [OR] Hourly rate: \$[Dollar Amount] [OR] Fixed flat-fee amount: \$[Dollar Amount].
 - [OPTIONAL]Not to Exceed Totals:
 - Total number of days: [Days] [OR] Total number of hours: [Hours]
 - Total Payment: \$[Dollar Amount].
- 4) **Payment Schedule:**
 - Installments of \$[Dollar Amount] due on [Date].
 - [OR]
 - Contractor will submit monthly invoices to Crystal Stairs for Work during the prior month.
 - [OR]
 - Total amount due upon completion of the Work.
- 5) **Non-Federal Share Contribution:**
 - Per Month: \$[Dollar Amount].
 - [OR]
 - Per Day: \$[Dollar Amount].
 - [OR]
 - Per Hour: \$[Dollar Amount].
 - Total Contribution Amount: \$[Dollar Amount].
- 6) **Travel and Per Diem Expenses:** \$[Expense amount] [OR] N/A.
- 7) **Detailed Description of All Equipment and Materials to be Purchased by Contractor:** [Description & Dollar Amount] [OR] N/A.
- 8) **Options for Future Agreements:** Crystal Stairs has the option to enter into a new agreement with Contractor, or amend the Agreement, based on the same pricing, services, terms or conditions [OTHER ITEMS CAN BE ADDED HERE, IF ANY].



5110 West Goldleaf Circle
Suite 150
Los Angeles, CA 90056-1282
(323) 299-8998

**ATTACHMENT B
ADDITIONAL INSURED FOR CERTIFICATES OF INSURANCE**

1. **Crystal Stairs, Inc.**
5110 W. Goldleaf Circle, Suite 150
Los Angeles, California 90056-1282
(323) 299-8998

2. **[DELETE IF NOT APPLICABLE; IF APPLICABLE, INSERT PROPERTY OWNER INFORMATION HERE; SEE BELOW FOR EXAMPLE]**
TR Wateridge, LLC
C/o Lincoln Property Company
5120 Goldleaf Circle, Suite #110
Los Angeles, California 90056

3. **[DELETE IF NOT APPLICABLE; IF APPLICABLE, INSERT FUNDING AGENCY INFORMATION HERE]**
[Agency Name]
[Agency Address Line 1]
[Agency Address Line 2]
[Agency Phone Number]