



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

REQUEST FOR QUOTE ESIGNATURE ENTERPRISE PRO EDITION. V2

RFQ: 2020-10173

September 16, 2020

Dear Vendor:

Crystal Stairs, Inc. (“**Crystal Stairs**”) cordially invites you to submit your response to this Request for Quote (“**RFQ**”) to provide ESignature Enterprise Pro Edition Digital Signatures (“**Services**”) to Crystal Stairs **no later than 4:00p.m. PST on October 2, 2020.**

As a vendor being considered for this RFQ, 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 RFQ. During the RFQ process, vendors are prohibited from contacting any board member, employee or manager of Crystal Stairs to solicit information regarding the progress of this RFQ. 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

ENTERPRISE PRO EDITION. V2

RFQ: 2020-10173

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 QUOTE
Introduction to Invitation
ENTERPRISE PRO EDITION. V2
RFQ: 2020-10173

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

Crystal Stairs reserves the right to, reject any or all Quotes; waive minor irregularities in the RFQ process or in the RFQ responses; re-advertise this RFQ; postpone or cancel this process; select and procure parts of services; change or modify the RFQ 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 RFQ.

Response Requirements and Quotes

I. Scope of Work

The selected, successful bidder to this RFQ will be expected to provide Crystal Stairs the Services with ESignature Enterprise Pro Edition software, more specifically:

Item #	Item	HP ENT - Part#	Qty
1	ESIGNATURE ENTERPRISE PRO EDITION – ENVELOPE SUBS. (ADOPT.ACCEL), 12 MONTH	DS-ESIG-ENT-PRO	12,000
2	PREMIER SUPPORT, Annual Subscription, 12 Month	PREMIER SUPPORT	1
3	DOCUSIGN RETRIEVE LIC, 12 MONTH	APT-0011	1

Bidders must demonstrate/document their ability to meet the following funder requirements:

Digital signatures must be created by an acceptable technology. (See California regulation 2 CCR Sections 22003 and 22004 for information on acceptable technologies
<http://www.sos.ca.gov/administration/regulations/current-regulations/technology/digital-signatures/>

The use of a digital signature will have the same force and effect as the use of a manual signature if and only if it embodies all of the following attributes:

1. It is unique to the person using it and is known only to the signer and to the Alternative Payment agency staff who are involved in the verification as stated in 2 below.
2. It is capable of verification and the acceptor of the digitally signed document can verify who digitally signed the document.
3. It is under the sole control of the person using it.
4. The digital signature is invalidated if the data is altered/modified.
5. It otherwise conforms to 2 CCR Sections 22000-22005.

II. Pricing Structure

Bid must clearly define/include item number, description and price per unit, line item/quantity, subtotal, sales tax, delivery charge and total charge.

Travel expenses are not applicable and therefore 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:

- No additional requirements are necessary

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 Quotes on the basis of the guidelines set forth in this RFQ and then make a final selection for an award.

There will be no “formal” Quote opening for this RFQ. Quotes will be opened and evaluated, after the submission deadline.

V. General Terms and Conditions

Binding Offer

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

Pricing

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

Cost of Preparation of Quote

All costs associated with this RFQ, including preparing and delivering a Quote to this RFQ 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 RFQ 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 Quote from the bidding process without prejudice prior to the time specified for the RFQ Response Deadline by submitting a written request to the Crystal Stairs representative listed on the attached RFQ Introduction Letter.

Bidder Responsibility Regarding the RFQ and Quote

It is the responsibility of each bidder to examine this RFQ carefully and to judge for itself all of the circumstances and conditions which may affect its Quote. 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 RFQ, operational conditions, or any other relevant documents or information, will not relieve the selected bidder from fully complying with this RFQ.

VI. Prospective Vendor Questionnaire

The attached **Prospective Vendor Questionnaire** must be submitted with your company's response to this RFQ. Failure to submit the Prospective Vendor Questionnaire will cause the Quote 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 RFQ.



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REQUEST FOR QUOTE
Standard Terms and Conditions Attachment Cover Page
ENTERPRISE PRO EDITION. V2

RFQ: 2020-10173

**DO NOT FILL OUT OR SIGN THE ATTACHED STANDARD TERMS
AND CONDITIONS.**

The attached document is a sample only. The selected bidder will receive a copy with the Purchase Order. Therefore, you should review the attached in its entirety and make sure that you are able to comply with all terms and conditions.

STANDARD TERMS AND CONDITIONS TO CRYSTAL STAIRS, INC. PURCHASE ORDER FOR GOODS

The party ("Seller") accepting this Purchase Order for Goods ("PO") from Crystal Stairs, Inc. ("CS") and CS, agree to the following terms and conditions ("Terms") (Seller and CS are sometimes referred to herein collectively as the "Parties" and individually as a "Party"):

- 1. Goods:** Seller will provide the equipment, materials and/or goods described and detailed in this PO ("Goods") in accordance with all relevant laws and regulations.
- 2. Payment:** CS is not obligated to pay for Goods prior to inspecting and determining conformity. Payment is to be paid by CS within 30 days
- 3. Delivery:** The Goods will be delivered by Seller in accordance with CS instructions, which are subject to change upon notice to Seller by CS, and will include packing slips. CS has the right to cancel this PO, if the Goods are not delivered in the time, manner or location specified. Risk of loss resulting from any casualty to the Goods, regardless of the cause, is on Seller until acceptance of the Goods by CS. CS reserves the right to reject any nonconforming Goods, at its sole discretion.
- 4. Funding:** Funding for this PO is subject to the appropriation and availability of funds provided by the State of California, California Department of Education, County of Los Angeles and any and all other agencies, divisions or departments thereunder (collectively and individually the "Funding Agency").
- 5. Taxes:** Seller is responsible for all taxes imposed on Seller by any state, local or federal government. CS will not withhold any state, federal or FICA taxes from payment, nor make any such tax payments. Seller is liable for and will pay, all taxes, impositions, charges and exactions imposed on or measured by the sale of the Goods, except for applicable sales and use taxes that are separately required by law and stated on Seller's invoice. Seller will defend, hold harmless and indemnify CS from and against the payment of any taxes in connection with this PO, as well as any penalties and/or fees related to any such tax payments.
- 6. W-9:** CS is not bound under this PO until Seller provides CS with a completed IRS Form W-9.
- 7. Records Retention; Inspection; Audits:** Seller will maintain complete and accurate records to substantiate charges, disbursements, and/or expenses, made or incurred by Seller for this PO. In the event Seller does not maintain such documentation, claims for payment will not be valid or reimbursable, and such payments made by CS will be returned by Seller. Seller will retain, and make available upon request, such documentation for 5 years from the date of payment and such records are subject to review by CS, 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 transcripts and Seller's officers, employees and agents ("Staff"), who might reasonably have information related to such records, may be interviewed. Seller will pay any audit exceptions or overpayments ("Exceptions") caused by, or as a result of, Seller's lack of performance under this PO. In addition to other remedies or sources of funds, CS may offset Exceptions from payment.
- 8. Conflict of Interest:** There exists no actual or potential conflict of interest to Seller and Staff, and their business or financial interests, performing this PO and no prior or current relationships exist, which would prevent Seller from entering into and fulfilling all obligations under this PO. In the event any conflict of interest does exist or may arise, Seller will immediately notify CS, in writing, of such, and identify persons and relevant circumstances relating to the conflict of interest.
- 9. Confidentiality:** Seller, and Staff, may have access to and learn about confidential, secret and proprietary information of and/or relating to CS, and its businesses and existing and prospective clients, employees, suppliers, and other associated third parties, which Seller will treat as strictly confidential.
- 10. Compliance with Law & Financial Capability:** Seller will comply with, and represents and warrants that Seller 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. Seller certifies that Seller 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 Seller's ability to fully comply with and perform this PO.
- 11. Warranty:** Seller hereby sells, conveys and transfers all rights, title and interest in and to the Goods to CS. Seller represents and warrants that the Goods will, be merchantable, fit and safe for the ordinary use of such type of goods; be fit and safe to use for any purposes; be free of latent and patent defects in materials, workmanship and design; conform with any samples or specifications that Seller provided to CS; not infringe upon any patent, trademark, copyright or other proprietary right; be free of hazardous or toxic substances; conform with all applicable federal, state and other laws, including those pertaining to labeling, packaging, labor or occupational health and safety standards; be free from any lien or other claim or encumbrance or claim of infringement; and be new, unused, and safe for their intended purpose.
- 12. Certifications:** Seller 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". Seller 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 Seller within the immediately preceding 2 year period because of Seller's failure to comply with an order of a federal court which ordered the Seller to comply with an order of the National Labor Relations Board. A finding of contempt does not include any finding that has been vacated, dismissed or otherwise removed by the court because Seller has complied with the order which was the basis for the finding. CS may rescind this PO, if CS later discovers that Seller falsely swore to the truth of the statement required by this Section. Seller and any subcontractor will, if applicable, comply with the mandatory standards and policies relating to the Davis-Bacon Act (40 U.S.C. 3141, et seq.), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"); and the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Seller will comply with the provisions of California Standardized State Form OCP-2, which is incorporated herein by reference. Seller will furnish, as requested by CS, any and all compliance related documents and information required to be in possession by Seller.
- 13. Cancellation:** CS has the right to cancel this PO, or any portion thereof, by delivering a written notice of cancellation to Seller, if Goods are not delivered within the date, manner and/or period as specified herein, or if such Goods are found to be nonconforming, in which case, Seller will be solely responsible for any and all costs, expenses and/or fees connected with the Goods. CS also has the right to reject, at its sole discretion, any Goods that do not meet the requirements outlined in the Warranty Section. If Seller breaches the Terms of this PO, CS is entitled to pursue any and all administrative, equitable and legal remedies permitted by law, including sanctions and penalties, where appropriate.
- 14. Force Majeure:** Neither Party will be deemed to be in default of such Party's obligations under this PO 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.
- 15. Indemnity:** Seller will defend, indemnify and hold harmless CS, Funding Agency, and each of their officers, board members, directors, agents, employees, and successors-in-interest, from any and all claims, liabilities, demands, causes of action, damages, losses, penalties, fines, charges, assessments, impositions, defects, costs and expenses of any kind, including, but not limited to, any tort liability, occurring or resulting to any person, firm or corporation who may be injured or damaged by Seller in performance of this PO.
- 16. Insurance:** Seller will, at Seller's sole cost and expense, procure and maintain ISO Form CG 00 01 covering Commercial General Liability ("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 (or such higher limits maintained by Seller) to protect against any claims arising from or in connection with Seller's performance of this PO. No representation is made that the insurance requirements of this PO are sufficient to cover the indemnity or other obligations of Seller. The insurance policies are to contain, or be endorsed to contain, the following provisions: CS and Funding Agency, 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 PO, including materials, parts, or equipment furnished in connection with this PO; the insurance policy will provide that coverage cannot be canceled, except with notice to CS; and Seller grants to Insured Parties a waiver of any right to subrogation, which any insurer of said Seller may acquire against Insured Parties by virtue of the payment of any loss under such insurance and Seller will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether CS has received such endorsement. 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. Seller will furnish CS with original Certificates of Insurance. Failure to obtain the required documents does not waive Seller's obligation to provide such documents. CS reserves the right to request such documentation at any time and to modify these requirements, including limits.
- 17. Dispute Resolution:** If a dispute arises out of this PO 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 this PO, and will not limit, expand or modify the Terms. 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.
- 18. Limitation of Liability:** CS is not liable to Seller for any cost, expense, lost profit, lost business, or any other form of indirect, special, incidental or consequential damages of any kind, even if CS has been advised of the possibility thereof. In no event will CS' aggregate liability exceed the cost of the Goods.
- 19. Miscellaneous:** Seller cannot assign Seller's interest or delegate Seller's duties, in whole or in part, under this PO. No amendments, alterations, changes or modifications to the Terms of this PO are valid, unless made in writing and approved by CS. If this PO was subject to Funding Agency approval, or the modification would cause this PO to be in an amount requiring Funding Agency approval, then a modification is valid only after receipt of such approval. 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 Party recipients, at the addresses listed on this PO, with a courtesy copy to the CS Legal Department. This PO, 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 PO will be resolved in Los Angeles County, California. Failure or delay by either Party to enforce any Terms of this PO does not constitute a waiver of such Terms, or of any other Terms, 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. The Section headings set forth herein are for convenience only and do not affect the construction of this PO. Except as otherwise provided for herein, this PO 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 PO. Neither Party has made any oral nor written statements, which are not included in this PO, and that in any way induced either Party to enter into this PO. If any Terms of this PO is determined to be invalid or unenforceable by a court of competent jurisdiction, the Terms will be deemed stricken, and the remainder of this PO 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 such cancellation or completion of this PO, survive such cancellation or completion, to the fullest extent permitted by applicable statute of limitation laws. Time is of the essence in performance of this PO.