



5110 West Goldleaf Circle
Suite 150
Los Angeles, CA 90056-1282
(323) 421-1100

REQUEST FOR QUOTE PRESCHOOL FLYER MAILER PRINTING AND FULFILLMENT

RFP: 2023-10275

March 15, 2023

Dear Vendor:

Crystal Stairs, Inc. (“**Crystal Stairs**”) cordially invites you to submit your response to this Request for Proposal (“**RFP**”) to provide preschool flyer printing and fulfillment services (“**Services**”) to Crystal Stairs **no later than 04:00 p.m. PST on April 13, 2023.**

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 | Operations Coordinator
Crystal Stairs, Inc.
Phone: (323) 431-1315
tfernandez@CrystalStairs.org



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CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

RFP: 2023-10275

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

RFP: 2023-10275

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, which are more specifically:

Print and mail post cards to the following 29 zip codes per parameters noted under Mailing List:

90001, 90002, 90003, 90007, 90008, 90011, 90016, 90018, 90037, 90043, 90444, 90047, 90056, 90058, 90059, 90061, 90062, 90220, 90221, 90222, 90248, 90250, 90262, 90301, 90302, 90303, 90304, 90305, 90723.

MAILER

8" x 6.5" Full Color Post Card, 2-Sided, 14 pt., Coated on Two Sides, UV (High Gloss) on One Side

Mailer quantity dependent on mailing list secured.

MAILING LIST

Mailing list must follow these parameters:

- Residential Addresses only
- Residential addresses must NOT be duplicated
- Households with children 0 -5 years of age
- Mailing list must be "One-Time Use"
- Include low-income households and those that receive public assistance, if possible.
- Include "Essential Workers" if possible to determine
- Winning bidder must "vet" mailing lists to ensure there are no duplicated addresses

FULFILLMENT

Vendor to mail via U.S.P.S., Standard Non-Profit rate per mailing list that meets the criterion noted above.

Vendor to deliver 500 additional copies to Crystal Stairs, Inc.

- Approval of draft is required before execution of printing
- Full color draft will be provided via email upon expressed interest to participate in bid
- Final version will be provided upon award of PO
- Vendor must specify time to deliver draft proof upon receipt of PO
- Vendor must specify time to fulfill mailing upon approval of draft

II. Pricing Structure

All bids must include:

- Number of mailers to be printed based on quantity from address list as specified in the Scope of Work plus the additional 500 for the corporate office
- Cost for the mailer based on quantity from address list
- Total cost to assemble/prepare for mailing
- Estimated cost of postage (per options provided)
- Estimated sales tax if applicable
- Additional applicable delivery charges
- Any other miscellaneous charge

Bidders must specify their Non-Federal Share (In-kind) Contribution

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:

No additional requirements

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 pay special attention to the **Debarment & Suspension and Insurance Section requirements**. A sample contract is attached for your review.

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
Sample Standard Terms and Conditions Attachment Cover Page
RFP: 2023-10275

**THE AGENCIES STANDARD TERMS AND CONDITIONS ARE
ATTACHED FOR YOUR REVIEW.**

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") for the benefit of the CS Head Start Program and 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 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").
- 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 transcriptions 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, acts beyond such Party's control, including, but not limited to, acts of God, war, government regulations or orders, disasters, pandemic, epidemic, 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.

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

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

1. **Work:** IC will provide the services outlined in this PO ("Work") for the benefit of the CS Head Start Program and in accordance with all relevant laws and regulations.
2. **Term:** The term of this PO commences upon commencement of the Work and continues in full force and effect until the Work is completed, as approved by CS ("Term").
3. **Payment:** In consideration for the Work, CS will pay IC the amount listed on this PO, which represents full compensation for the Work, and includes any and all expenses. Payment is to be paid by CS within 30 days.
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:** IC is responsible for all taxes imposed on IC 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. IC 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 IC's invoice. IC 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. **Travel Reimbursements:** IC is responsible for any and all expenses incurred while performing this PO, with the exception of pre-authorized travel and per diem expenses, if so allowed ("Expenses"). If Expenses are authorized, they will be reimbursed at rates determined by the U.S. General Services Administration. IC must obtain CS approval in order for Expenses to be reimbursed.
7. **Purchases:** CS and Funding Agency retain title to any and all equipment or supplies purchased under this PO ("Equipment"). Equipment, including final products resulting from the Work, will be returned to CS upon termination of this PO. IC must obtain prior written approval from CS and Funding Agency for any unit of equipment that costs in excess of \$5,000.
8. **IC Status:** IC does not act in any capacity as officer, employee or agent of CS or Funding Agency, and IC and IC's officers, employees and agents ("Staff") are independent contractors. Although CS will specify the general nature of the Work, the details of performing and meeting the goals of the Work will be determined by IC and Staff. This PO does not create a partnership relationship between IC and either CS or Funding Agency, nor provide IC and Staff with any authority to enter into any contracts on behalf of CS or Funding Agency.
9. **Unemployment Compensation Insurance ("UI") & Workers' Compensation Insurance ("WC"):** CS will not obtain, nor make any UI, nor WC, payments on behalf of IC and Staff, subcontractors or contract personnel. IC will, at IC's sole cost and expense, procure and maintain such insurance, as required by law.
10. **W-9 & COI:** CS is not bound under this PO until IC provides CS with proof of insurance, as provided under the Insurance Section and a completed IRS Form W-9.
11. **No Employees:** If applicable, IC acknowledges that IC is a sole-proprietor that does not employ any employees and if IC does hire employees, IC will notify CS and obtain WC and Employer's Liability Insurance.
12. **Records Retention, Inspection, Audits:** IC will maintain complete and accurate records to substantiate charges, disbursements, and/or expenses, made or incurred by IC for this PO. In the event IC does not maintain such documentation, claims for payment will not be valid or reimbursable, and such payments made by CS will be returned by IC. IC 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 IC's officers, employees and agents ("Staff"), who might reasonably have information related to such records, may be interviewed. IC will pay any audit exceptions or overpayments ("Exceptions") caused by, or as a result of, IC's lack of performance under this PO. In addition to other remedies or sources of funds, CS may offset Exceptions from payment.
13. **Standards of Performance:** IC is responsible for all the Work, which will be performed solely by IC and Staff. IC will enforce strict discipline and good order among Staff and will not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Systematic inspections will be conducted by CS to ensure the Work is properly performed.
14. **Conflict of Interest:** There exists no actual or potential conflict of interest to IC and Staff, and their business or financial interests, performing this PO and no prior or current relationships exist, which would prevent IC from entering into and fulfilling all obligations under this PO. In the event any conflict of interest does exist or may arise, IC will immediately notify CS, in writing, of such conflict, and identify persons and relevant circumstances relating to the conflict of interest.
15. **CS Code of Compliance, Conduct and Ethics ("Code"):** IC will comply with the Code, which is incorporated herein by reference and available for review at www.CrystalStairs.org. IC's failure to follow the Code will result in a material breach and immediate termination of this PO, at CS' option, with notification to appropriate authorities, as necessary.
16. **Confidentiality:** IC, 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 IC will treat as strictly confidential.
17. **Compliance with Law & Financial Capability:** IC will comply with, and represents and warrants that IC 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 PO. IC certifies that IC 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 IC's ability to fully comply with and perform this PO.
18. **Warranty:** IC, unless otherwise provided for herein, will provide and pay for all labor, materials and supplies necessary for the proper execution and completion of this PO; 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. IC warrants that all Equipment placed permanently in connection with this PO is new, of good quality and free of defects, as determined by industry standards. IC will supervise and coordinate the Work using IC'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.
19. **Certifications:** IC certifies that IC 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". IC 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 IC within the immediately preceding 2 year period because of IC's failure to comply with an order of a federal court which ordered the IC 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 IC has complied with the order which was the basis for the finding. CS may rescind this PO, if CS later discovers that IC falsely swore to the truth of the statement required by this Section. IC certifies that IC 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"). IC will comply with the provisions of California Standardized State Form OCP-2, which is incorporated herein by reference. IC will furnish, as requested by CS, any and all compliance related documents and information required to be in possession by IC.
20. **Intellectual Property ("IP"):** IC hereby irrevocably transfers and assigns to CS 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 IC in connection with this PO. IC 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. CS is the sole owner of any and all copyrights and other IP 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.
21. **Termination:** This PO will terminate automatically at the expiration of the Term. Either Party may terminate this PO for a material breach of the T&Cs, at any time, effective immediately upon receipt of such notice, after providing the breaching Party 10 days to cure such breach. Either Party may terminate this PO for convenience, at any time, upon 30 days' advance written notice to the other Party, effective at the conclusion of such 30 day period. CS is only responsible for payment of charges incurred prior to termination of this PO if, IC 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 CS within 30 days following such notice. In the event IC breaches the T&Cs 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.
22. **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, acts beyond such Party's control, including, but not limited to, acts of God, war, government regulations or orders, disasters, pandemic, epidemic, civil disorder, strikes or any other similar act or cause not within the control of such Party.
23. **Indemnity:** IC will defend, indemnify and hold harmless CS, 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 PO, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by IC in performance of this PO.
24. **Insurance:** IC will, at IC'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 PO by IC, Staff, or subcontractors, including, but not limited to, claims for bodily injury, property damage and death. Coverage will be at least as broad as: if IC has employees, or hires employees during the Term, WC, 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; 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; if this PO 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; if applicable and necessary to perform this PO, insurance appropriate to IC's profession, with limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate; and ISO Form CA 00 01 covering any auto (Code 1), or if IC 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. No representation is made that the insurance requirements of this PO are sufficient to cover the indemnity or other obligations of IC. 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; each insurance policy required will provide that coverage cannot be canceled, except with notice to CS; and IC grants to Insured Parties a waiver of any right to subrogation, which any insurer of said IC may acquire against Insured Parties by virtue of the payment of any loss under such insurance and IC 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. If any of the required policies provide claims-made coverage: the retroactive date must be shown, and must be before 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 beginning of the Work, the IC must purchase "extended reporting" coverage for a minimum of 5 years after completion of the Work. IC will furnish CS with original Certificates of Insurance. Failure to obtain the required documents does not waive IC's obligation to provide such documents. CS reserves the right to request such documentation at any time and modify these requirements, including limits.
25. **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 T&Cs found in this PO. 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.
26. **Limitation of Liability:** CS is not liable to IC 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.
27. **Miscellaneous:** IC cannot assign IC's interest or delegate IC's duties, in whole or in part, under this PO. No amendments, alterations, changes or modifications to the T&Cs 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 T&Cs of this PO does not constitute a waiver of such T&Cs, or of any other T&Cs, 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 T&Cs of this PO is determined to be invalid or unenforceable by a court of competent jurisdiction, the T&Cs 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 termination of this Agreement, survive such termination, to the fullest extent permitted by applicable statute of limitation laws. Time is of the essence in performance of this PO.