



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

## REQUEST FOR PROPOSAL Crystal Stairs Inc. Information Technology Managed Services Provider

**RFP: 2023-10287**

March 4, 20234

Dear Vendor:

Crystal Stairs, Inc. (“**Crystal Stairs**”) cordially invites you to submit your response to this Request for Proposal (“**RFP**”) to provide Information Technology Managed Services Provider services (“**Services**”) to Crystal Stairs **no later than 4:30pm PST on March 22, 2024**. Crystal Stairs will have vendor question and answer period from March 11<sup>th</sup> – 15<sup>th</sup>.

As a vendor being considered for this RFP, the enclosed Non-Disclosure and Confidentiality Agreement (“**Confidentiality Agreement**”) “**MUST**” be signed and returned to receive the rest of the RFP need to complete the bid (Appendix 1). The Confidentiality Agreement ensures Crystal Stairs the right of confidential and secured information. All information submitted will become the sole property of Crystal Stairs. Additionally, please find the enclosed **Subcontract Agreement template**, which illustrates the types of required contractual provisions that will be found in the final agreement between Crystal Stairs and your company.

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

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

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

Sincerely,

Leonard Flot  
Purchasing Supervisor  
Crystal Stairs, Inc.  
Phone: (323) 421-2608  
lflot@CrystalStairs.org





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## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**RFP: 2023-10287**

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.

<b>Crystal Stairs</b> Attn: Leonard Flot lflot@CrystalStairs.org	<b>Receiving Party</b> <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: \_\_\_\_\_

# REQUEST FOR PROPOSAL

## Introduction to Invitation

### RFP: 2023-10287

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

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

## Response Requirements and Proposals

### I. Scope of Work

**A. Duration:** It is our anticipation that on-boarding will begin May 1, 2024 and end date of May 1, 2025.

### B. Environment Overview

The information below outlines the general demographics of Crystal Stairs and our current technical environment.

**Primary Location:** 5110 W. Goldleaf Cr. Ste 150, Los Angeles, CA 90056 (4 buildings)

**DR Location:** 2640 Main St, Irvine, CA 92614

**Additional Locations:** 5 county office co-lo, 17 pre-schools & Warehouse with Office supporting Facilities, Operations and Compliance.

**Number of Employees:** 500

**Remote Employees:** Staff can work remotely. Currently shared laptops between 2 staff members are deployed to specific department.

Upon request the current technical environment will be provided as an appendix. We identified which assets require SOC only support and all other assets will require both NOC and SOC.

### C. Service Requirements

As part of this RFP, Crystal Stairs has requirements for the following services. We realize that not every MSP will be able to provide all the services listed below, but we encourage you to respond regardless.

- **Server, Storage, Network, UPS & Backup Systems Monitoring (NOC)** – The MSP must provide 24x7 monitoring of Crystal Stairs’s server, storage, network, UPS and backup systems with proactive communication and escalation protocols based on the severity of any unscheduled outages.
- **Break Fixes and Installation** – The MSP should offer Tier 3 support, 20 hours a months for first 6 months and then 10 hours per month remaining, for planned and on-call break/fix services, including emergency response to issues.
- **Security Systems Monitoring** – MSP must provide proactive monitoring and management of Crystal Stairs’s security systems, including firewalls, intrusion detection/prevention, secure remote access, O365, IaaS, Website and any implementations of advanced security solutions Crystal Stairs may utilize.
- **Managed SOC-as-a-Service** - The MSP should offer Managed SOC-as-a-Service to monitor Crystal Stairs’s environment and ensure proactive detection and response to threats, intrusions, and attacks. MSP should provide an Incident Response Retainer (2 Incidents) and support annual Incident Response Tabletop Exercise.
- **Vulnerability Scanning** - The MSP should perform vulnerability scanning using client provided tool, both internally (monthly) and externally (quarterly), to determine what flaws and potential threats exist from the outside, or perimeter, of Crystal Stairs’s business network.
- **Reporting** – The MSP should provide relevant reporting regarding system health, security, availability and uptime.
- **Service Levels** – The MSP should identify service level agreements or objectives and report back on a regular basis to Crystal Stairs on their ability to meet these agreements or objectives.
- **Security and Compliance** – The MSP must use systems that comply industry standard for IT security including ISO 2700x and Privacy regulations. In addition, the MSP should also support rules and regulations as provided by relevant governing organizations as identified by regulatory or grant based requirements.

#### D. BID RESPONSE INFORMATION

- Bid information - will identify hourly charges for work performed from 8 AM – 5 PM PACIFIC (standard business hours)
- Hourly labor charges for work performed during non-standard business hours
- Identify days and hours of network administration and support is provided by the contractor.
- All incidental charges, if any.
- Technical Experience of Company and Staff with Qualifications. Identify the number of staff in Southern California for technical categories and the relevant experience and certifications.

Complete the Vendor Proposed Response Time and Vendor Proposed Notification Time for the different categories in the table below:

<b>Trouble Priority</b>	<b>Priority</b>	<b>Crystal Stairs Proposed Response Time</b>	<b>Vendor Proposed Response Time (Standard Business Hours)</b>	<b>Vendor Proposed Response Time (After Standard Business Hours)</b>
Business critical systems are unavailable	1	Within 1 hour		
Significant degradation of Business systems	2	Within 4 hours		
Limited degradation of Business systems	3	Within 8 hours		
Minimal service degradation of Business systems	4	Within 24 hours		

<b>Trouble Priority</b>	<b>Priority</b>	<b>Crystal Stairs Proposed Resolution Time</b>	<b>Vendor Proposed Resolution Time (Standard Business Hours)</b>	<b>Vendor Proposed Resolution Time (After Standard Business Hours)</b>
Business critical systems are unavailable	1	Within 1 hour		
Significant degradation of Business systems	2	Within 4 hours		
Limited degradation of Business systems	3	Within 8 hours		
Minimal service degradation of Business systems	4	Within 24 hours		



<b>Trouble Priority</b>	<b>Priority</b>	<b>Crystal Stairs Proposed Notification Time</b>	<b>Vendor Proposed Notification Time (Standard Business Hours)</b>	<b>Vendor Proposed Notification Time (After Standard Business Hours)</b>
Business critical systems are unavailable	1	Within 1 hour		
Significant degradation of Business systems	2	Within 4 hours		
Limited degradation of Business systems	3	Within 8 hours		
Minimal service degradation of Business systems	4	Within 24 hours		

**II. Pricing Structure**

Cost for initial service period

Cost associated with move, add and change

Cost for optional second year of service

Cost for optional third year of service

Bidder must complete tables provided and return

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:

- Minimum 10 years of applicable work experience as an IT consultant, MSP or senior level systems engineer.
- Desired certifications: CISSP, MCSE, CCNA and VMware certified

**IV. Selection of Successful Bidder**

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

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

## V. General Terms and Conditions

### **Binding Offer**

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

### **Pricing**

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

### **Cost of Preparation of Proposal**

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

### **Contract Requirements**

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

### **Non-Exclusive Contract**

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

### **Crystal Stairs' Disclosure of Materials**

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

### **Withdrawal of Bid**

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

### **Bidder Responsibility Regarding the RFP and Proposal**

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

**Prospective Vendor Questionnaire**

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

**PROSPECTIVE VENDOR QUESTIONNAIRE**

**I. YOUR COMPANY PROFILE**

Please tell us about your company:

1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Remittance  
Address: \_\_\_\_\_  
Main Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Website: \_\_\_\_\_

Key Contacts:

<b>Name:</b> _____	<b>Name:</b> _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
<b>Name:</b> _____	<b>Name:</b> _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____

- 2. How many years has your company been in business?
- 3. How many years have you been providing services relative to this RFP?
- 4. Tell us your experience with network security, encryption and IT Security Audits
- 5. Please list the types of IT, Network, Security, Data and Application services your company offers?
- 6. Tell us your experience with supporting these various IT systems:
  - o Server hardware support - includes HPE 3PAR, HPE Nimble, Arcserve Backup appliances, HPE Synergy servers
  - o Virtual Server infrastructure - VMware, Host, SAN and storage configuration



- Network hardware and configuration - Fiber and core switches, HPE and Aruba switches, Ubiquity wireless
  - MS SQL server administration and migration.
  - Network and Data Security
  - SharePoint administration and improvements
  - Secure Remote Access
  - Data Encryption
  - Office 365 configuration and assistance
7. What is the total number of employees in your company?
  8. What is the number of Technical staff in Southern California?
  9. List the staff IT certifications
  10. List the HPE hardware you are certified with
  11. Tell us your Firewall, network switching and network security experience and certifications
  12. Does your company use sub-contractors: \_\_\_\_ Yes \_\_\_\_ No
  13. Does your company provide liability coverage for sub-contractors? \_\_\_\_ Yes \_\_\_\_ No
    - a. If yes, specify type and amount:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  14. Please list the federal, state, and other regulatory agencies with which your company is licensed or registered, and the type of license held?
  15. What other information can you provide Crystal Stairs that will distinguish your company from other companies?

**II. BUSINESS REFERENCES**

**Please list three (3) business references:**

- 1) Company name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Contact person \_\_\_\_\_ Telephone # \_\_\_\_\_  
 Services provided: \_\_\_\_\_
- 2) Company name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact person \_\_\_\_\_ Telephone # \_\_\_\_\_  
Services provided: \_\_\_\_\_

3) Company name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Zip Code \_\_\_\_\_  
Contact person \_\_\_\_\_ Telephone # \_\_\_\_\_  
Services provided: \_\_\_\_\_

**Please include a copy of your company's W-9 Form and this Prospective Vendor Questionnaire in your RFP response.**

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

**RFP: 2023-10287**

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

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





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

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## GENERAL SERVICES SUBCONTRACT AGREEMENT

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

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

### TERMS

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

Crystal Stairs, Inc. Accounts Payable P.O. Box 92222 Los Angeles, California 90009-2222 <a href="mailto:aphelpdesk@crystalstairs.org">aphelpdesk@crystalstairs.org</a>
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**\*Payment may be subject to delays if invoices are not sent to the above Accounts Payable address.**

- Availability of Funding:** Funding for this Agreement is subject to the appropriation and availability of funds provided by the State of California, California Department of Social Services (“**CDSS**”), County of Los Angeles and any and all other agencies, divisions or departments thereunder (collectively and individually the “**Funding Agency**”).
- Taxes:** Contractor is responsible for all taxes imposed on Contractor by any state, local or federal government. Crystal Stairs will not withhold any state, federal or FICA taxes from the Payment, nor make any such tax payments. Contractor will defend, hold harmless and indemnify Crystal Stairs from and

against the payment of any taxes in connection with this Agreement, as well as any penalties and/or fees related to any such tax payments.

6. **Travel Reimbursements:** Contractor is responsible for any and all expenses incurred while performing this Agreement, with the exception of pre-authorized travel and per diem expenses, if so allowed and described in **Attachment A** (“**Expenses**”). If Expenses are authorized herein, they will be reimbursed at rates that do not exceed those paid to CDE’s non-represented employees, computed in accordance with California Department of Human Resources regulations, California Code of Regulations, Title 2, Division 1, Chapter 3, Subchapter 1. Additionally, Contractor must first obtain approval from Crystal Stairs in order for Contractor to be reimbursed for Expenses.

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

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

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

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

11. **Contractor’s Responsibilities:**

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

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

c. **Records Retention & Inspection:** Contractor will maintain complete and accurate records to substantiate charges, disbursements, and/or expenses, made or incurred by Contractor in performance of this Agreement. In the event Contractor does not maintain such documentation, claims for payment will not be valid or reimbursable. Any payments made by Crystal Stairs subsequently found to be invalid and not reimbursable will be returned by Contractor. Contractor will retain, and make available upon request, such books, documents, papers and records for 5 years from the date of the final Payment. These records may be subject to review by Crystal Stairs, the Funding Agency and the Comptroller General of the United States, or any of their duly authorized



representatives, for purposes of conducting audits, examinations, creating excerpts or reviewing transcriptions and Contractor's Staff, who might reasonably have information related to such records, may be interviewed.

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

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

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

g. **Code of Conduct:** Contractor will comply with Crystal Stairs' Code of Compliance, Conduct and Ethics ("**Code**"), which is incorporated herein by reference and available for review at [www.CrystalStairs.org](http://www.CrystalStairs.org). Contractor's failure to follow the Code will result in a material breach and immediate termination of this Agreement, at Crystal Stairs' option, with notification to appropriate authorities, as necessary.

h. **Confidentiality:**

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

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

ii. **Disclosure and Use Restrictions:** Contractor will, treat all Confidential Information as strictly confidential; not directly or indirectly disclose, publish,

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

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

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

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

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

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

j. **Compliance with Law & Financial Capability:** Contractor will comply with, and represents and warrants that Contractor is in compliance with, all applicable federal, state and local laws, rules and regulations, and will possess, make available, and maintain all requisite permits, licenses and certificates necessary to perform this Agreement. Contractor is responsible for compliance by any subcontractor or contract employee for the same, and will require these and other provisions enumerated and incorporated herein by reference, in all subcontracts. Contractor certifies that Contractor is financially capable of adhering to the foregoing, is financially solvent and is not subject to any lienholder claims or encumbrances that would preclude or otherwise affect Contractor's ability to fully comply with and perform this Agreement.

- k. **California Non-Discrimination Clause:** Contractor will comply with the provisions of California Standardized State Form OCP-2, which is incorporated herein by reference.
- l. **Catch-All Certification:** Contractor will furnish, if necessary, or as requested by Crystal Stairs, any and all statutory or regulatory compliance related documents and information required by local, state and federal law to be in possession by Contractor.
- m. **Contract Work Hours and Safety Standards:** If the Payment is \$100,000 or more, Contractor will comply with the requirements of 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- n. **Clean Air Act & Federal Water Pollution Control Act:** If the Payment is \$150,000 or more, Contractor will comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
12. **Contractor's Warranty:** Contractor, unless otherwise provided for herein, will provide and pay for all labor, materials and supplies necessary for the Work; warrants that the Work will be performed in a professional, workmanlike and timely manner; and is solely responsible for the Work, including the techniques, sequences, procedures, means and coordination of the Work. Contractor warrants that all Equipment is new, of good quality and free of defects, as determined by industry standards. Contractor will, supervise and coordinate the Work using Contractor's best skill and attention; provide and oversee all safety orders and precautions necessary for the reasonable safety of the Work; keep the area of the Work clean and free of rubbish on a daily basis; and upon completion of the Work, leave the area of the Work in a clean and orderly condition.
13. **Certification of Contractor:**
- a. **Debarment and Suspension:** Contractor certifies that Contractor is not a party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension".
- b. **Byrd Anti-Lobbying Amendment:** If the Payment is \$100,000 or more, Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award to Crystal Stairs.
- c. **National Labor Relations Board Compliance:** Contractor swears under penalty of perjury that no more than 1 final, un-appealable finding of contempt of court has been issued by a federal court against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which ordered the Contractor to comply with an order of the National Labor Relations Board. For purposes of this Section, a finding of contempt does not include any finding that has been vacated, dismissed or otherwise removed by the court because Contractor has complied with the order which was the basis for the finding. Crystal Stairs may rescind this Agreement, if Crystal Stairs later discovers that Contractor falsely swore to the truth of the statement required by this Section.

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

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

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

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

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

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

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

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

i. **Workers’ Compensation:** If Contractor has employees, or hires employees during the Term, Workers’ Compensation, as required by the State of California, with

Statutory Limits, and Employer's Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury or disease;

ii. **Commercial General Liability ("CGL"):** ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, with limits of no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either such limit will apply separately to this project/location (ISO Form CG 25 03 or 25 04) or such limit will be twice the required occurrence limit;

iii. **Sexual Abuse or Molestation:** If this Agreement relates in any way to minors or minors will be present during the Work, Sexual Abuse or Molestation coverage must be included under the CGL policy or obtained in separate policies, with limits of no less than \$1,000,000 per occurrence, \$3,000,000 aggregate, and will include, but not be limited to, coverage for physical abuse, sexual or bodily harm, non-physical verbal, emotional or mental abuse, and actual, threatened or alleged acts, errors, omissions or misconduct;

iv. **Professional Liability (Errors and Omissions):** If applicable and necessary to perform this Agreement, insurance appropriate to Contractor's profession, with limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate; and

v. **Automobile Liability:** ISO Form CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

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

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

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

ii. **Primary Coverage:** For any claims related to this Agreement or the Work, Contractor's insurance coverage will be primary coverage, at least as broad as ISO Form CG 20 01 04 13, as respects Insured Parties. Any insurance or self-insurance maintained by Contractor or Contractor's Staff will be excess of the Crystal Stairs insurance and will not contribute with it.

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



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

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

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

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

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

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

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

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

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

22. **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.

<b>Crystal Stairs</b> Attn: [Crystal Stairs Representative Name] [Email]@CrystalStairs.org	<b>Contractor</b> Attn: [Contractor Representative Name] [Email Address]
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23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

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

**[Signatures on following page.]**

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

**CONTRACTOR**

**CRYSTAL STAIRS**

By: \_\_\_\_\_  
Authorized Signatory

By: \_\_\_\_\_  
Authorized Signatory

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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

## ATTACHMENT A SCOPE OF WORK

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



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

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

1. **Crystal Stairs, Inc.  
5110 W. Goldleaf Circle, Suite 150  
Los Angeles, California 90056-1282  
(323) 299-8998**
  
2. **[DELETE IF NOT APPLICABLE; IF APPLICABLE, INSERT PROPERTY OWNER INFORMATION HERE; SEE BELOW FOR EXAMPLE]**  
**TR Wateridge, LLC  
C/o Lincoln Property Company  
5120 Goldleaf Circle, Suite #110  
Los Angeles, California 90056**
  
3. **[DELETE IF NOT APPLICABLE; IF APPLICABLE, INSERT FUNDING AGENCY INFORMATION HERE; SEE BELOW FOR EXAMPLE, IF FUNDING AGENCY IS CDSS]**  
**California Department of Social Services  
744 P Street  
Sacramento, CA 95814  
(916) 651-8848**
  
4. **[DELETE IF NOT APPLICABLE; IF APPLICABLE, INSERT COUNTY FUNDING AGENCY INFO HERE; SEE BELOW FOR EXAMPLE IF FUNDING AGENCY IS THE COUNTY OF LOS ANGELES]**  
**Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South  
City of Industry, California 91746-3411  
Attn: S1CC CCA**