

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

REQUEST FOR QUOTE HEAD START TRANSITION BACKPACKS

RFQ: 2024-10339

April 12, 2024

Dear Vendor:

Crystal Stairs, Inc. (“**Crystal Stairs**”) cordially invites you to submit your response to this Request for Quote (“**RFQ**”) to provide Transition Backpacks (“**Services**”) to Crystal Stairs **no later than 4p.m. PST on April 26, 2024.**

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.

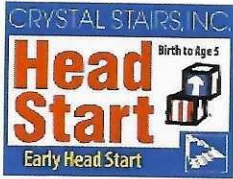
It is the responsibility of the vendor to respond to the information requested on this RFQ. During the RFQ process, vendors are prohibited from contacting any board member, employee or manager of Crystal Stairs to solicit information regarding the progress of this RFQ. If any vendor attempts to solicit 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,

Leonard Flot
Purchasing Supervisor
Crystal Stairs, Inc.
Phone: (323) 431-2608
lflot@CrystalStairs.org



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CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

RFQ: 2024-10339

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: Leonard Flot lflot@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 QUOTES Introduction to Invitation

RFQ: 2024-10339

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 no later than June 7, 2024, which is more specifically:

- A. Transition to School Backpacks (see photo) - 200
To contain: 3-month calendar (English and Spanish)

- Foam letters
- Tactile number cards
- Counting links
- Journal for drawing and writing
- Crayons
- Scissors
- Glue stick
- Pencil
- Pencil grip



- B. Ready for Preschool Backpacks (see photo) - 900
To contain: 3-month calendar (English and Spanish)

- Counting bears
- Alphabet cards
- A small ball for motor activities
- Slot-a-Shape builders for fine motor skills
- Language building book of nursery rhymes
- Jumbo crayons



II. Pricing Structure

- Quote must provide pricing per backpack.
- Must include local taxes.
- Price for delivery fee

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:

1. Prospective vendors must be bonded and show evidence of liability insurance.
2. Prospective vendor must have no findings with the System for Award Management (SAM), an official website of the U.S. Government.

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.

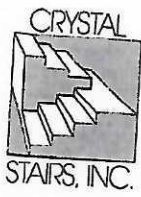
Bidder Responsibility Regarding the RFQ and Quote

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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323-299-8998

CONTRACTOR QUESTIONNAIRE

I. YOUR COMPANY PROFILE

Please tell us about your company:

1. Company Name: _____
Address: _____

Remittance Address: _____

Main Phone: _____ Fax: _____

Website: _____

DUNS: _____

Key Contacts:

Name: _____ Name: _____

Title: _____ Title: _____

Phone: _____ Phone: _____

Fax: _____ Fax: _____

Email: _____ Email: _____

Name: _____ Name: _____

Title: _____ Title: _____

Phone: _____ Phone: _____

Fax: _____ Fax: _____

Email: _____ Email: _____

2. How many years has your company been in business? _____

3. Please state your primary business focus: _____

4. Please list additional services or products your company offers:

5. Is your company SBA classified? Yes No

If yes, specify classification: _____

6. Is your company bonded/insured? Yes No

a. If yes, specify type and amount (proof of insurance coverage may be required):

7. Total number of employees in your company: _____

8. Does your company use sub-contractors? Yes No

9. Does your company provide liability coverage for sub-contractors? ___ Yes ___ No

a. If yes, specify type and amount:

10. Please list the federal, state, and other regulatory agencies with which your company is licensed or registered, and the type of license held?

11. Please include a copy of your contractor's license if applicable for the project being bid

II. BUSINESS REFERENCES

Please list three (3) business* references:

1) Company name _____
Address _____
City _____ Zip Code _____
Contact person _____ Telephone # _____
Email: _____
Services provided: _____

2) Company name _____
Address _____
City _____ Zip Code _____
Contact person _____ Telephone # _____
Email: _____
Services provided: _____

3) Company name _____
Address _____
City _____ Zip Code _____
Contact person _____ Telephone # _____
Email: _____
Services provided: _____

*A business reference is a current or past customer, client or company you have provided with products or services and not a creditor or business partner

Please include a copy of your company's W-9 Form with this Contractor Questionnaire.