



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

REQUEST FOR PROPOSAL CRYSTAL STAIRS INC. DESKTOP REFRESH

RFP: 2025-10353

March 11, 2025

Dear Vendor:

Crystal Stairs, Inc. (“**Crystal Stairs**”) cordially invites you to submit your response to this Request for Proposal (“**RFP**”) to provide CSI Desktop Refresh services (“**Services**”) to Crystal Stairs **no later than 4:30p.m. PST on April 11, 2025.**

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

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

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

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

Sincerely,

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



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Los Angeles, CA 90056-1282
(323) 299-8998

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

RFP: 2025-10353

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 PROPOSAL

Introduction to Invitation

RFP: 2025-10353

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

The selected, successful bidder to this RFP will be expected to provide Crystal Stairs Computers and Services, including:

Computers, Monitors, and Laptops

223 – HP Monitors without Webcam

- HP E24mv G5 24" FHD Monitor Full-HD LCD Monitors: MFG #6N6E9AA#ABA
- Connection Type: Display Port, HDMI, VGA, USB
- LED Monitor
- 1920 x 1080
- 3 years limited warranty

88 – HP Monitors with Webcam

- HP E24mv G4 24” FHD Webcam Full-HD LCD Monitors: MFG #169L0AA#ABA
- Connection Type: Display Port, HDMI, VGA, USB
- LED Monitor
- 1920 × 1080
- 3 year limited warranty

170 -Laptop Computers:

- HP EliteBook 660 16” inch G11 Notebook # AG1T1UA#ABA
- Windows 11 Pro:
- Intel® Core™ Ultra 7 155H (up to 4.8 GHz with Intel® Turbo Boost Technology, 24 MB L3 cache, 16 cores, 22 threads)
- 32 GB DDR5-5600 MT/s (2 x 16 GB):
- 1 TB PCIe® Gen4 NVMe™ TLC M.2 SSD
- 3 year limited warranty

202 -HP Elite Mini 800 G9 Desktop Computers:

- HP Z2 Mini G9 Workstation #82J74UT#ABA
- Windows 11 Pro
- Intel® Core™ i7-14700T (up to 5.0 GHz Max Turbo frequency, 33 MB L3 cache, 20 cores, 28 threads)
- 32 GB DDR5-4800 MHz RAM (1 x 32 GB)
- 1 TB PCIe® Gen4 NVMe™ TLC M.2 SSD
- 3 year limited warranty

21- HP Z2 Mini G9 Desktop Computers:

- HP Z2 Mini G9 Workstation #A18N5UA#ABA
- Windows 11 Pro
- Intel® Core™ i9-14900 (up to 5.4 GHz Max Turbo frequency, 36 MB L3 cache, 24 cores, 32 threads)
- 64 GB DDR5-5600 MT/s (2 x 16 GB)
- 512 GB HP Z Turbo Drive PCIe® NVMe™ TLC M.2 SSD
- 3 year limited warranty

Additional Services:

- Enrolling applicable devices in **Microsoft Autopilot**
- Provide list of device serial numbers upon delivery of devices

II. Pricing Structure

Provide price per unit, per item, and subtotal

Specify recycle fee per unit

Specify any applicable sales taxes

Specify shipping charges if applicable

Specify delivery time from award of PO

III. Minimum Qualifications

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

1. Prospective vendor 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.
3. Prospective vendor must provide a sign copy of their W-9.
4. Prospective vendor must accept purchase orders with net30 terms.

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.

VI. Prospective Vendor Questionnaire

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



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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.

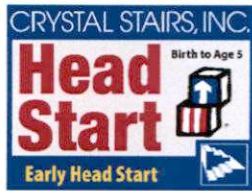


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REQUEST FOR PROPOSAL
Sample Contract Template Attachment Cover Page
RFP: 2025-10353

**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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(323) 421-1100

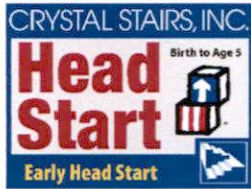
PURCHASE SUBCONTRACT AGREEMENT FOR [SELLER NAME]

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ATTACHMENT A DESCRIPTION OF GOODS



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Los Angeles, CA 90056-1282
(323) 421-1100

PURCHASE SUBCONTRACT AGREEMENT

[Note & Delete: To be used instead of Purchase Order, when it is important to get the Seller's signature on the document.]

This Purchase Subcontract Agreement (“**Agreement**”) for the purchase of equipment, materials and/or goods 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 [Seller’s Legal Name] (“**Seller**”), a [Type of business, e.g. sole proprietor, [State] corporation, [State] limited liability company], located at [Seller Address]. Crystal Stairs and Seller 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

- Goods:** Seller will provide the equipment, materials and/or goods described in the **Description of Goods** (“**Goods**”), attached as **Attachment A**, and incorporated herein by reference, for the benefit of the Crystal Stairs Head Start Program and in accordance with all relevant laws and regulations.
- Compensation & Invoicing:** In consideration for the Goods, Crystal Stairs will pay Seller [OPTIONAL: a not to exceed amount of] \$[Dollar Amount in Numbers] e.g. 4,000.10 (“**Payment**”), as further detailed in **Attachment A**, and is an amount calculated based on Contractor’s non-Federal contribution, as defined below, of \$[[Dollar Amount in Numbers] e.g. 4,000.10]. Unless otherwise provided in **Attachment A**, the Payment is to be paid by Crystal Stairs within 30 days of the receipt of an invoice, provided the Goods have been delivered 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
aphelpdesk@crystalstairs.org

***Payment may be subject to delays if invoices are not sent to the above Accounts Payable address.**

- Delivery; Risk of Loss; Inspection; Acceptance:** The Goods will be delivered by Seller, by means of [Manner of Delivery] delivery, to Crystal Stairs at [Delivery Location], on or before [Date of Delivery] (“**Delivery Requirements**”), as further outlined in **Attachment A**. Packing slips will accompany all shipments. Crystal Stairs has the right to cancel this Agreement if Seller does not comply with the Delivery Requirements. Crystal Stairs can change the Delivery Requirements upon notice to Seller. Risk of loss resulting from any casualty to the Goods, regardless of the cause, is on Seller until acceptance of the Goods by Crystal Stairs. Crystal Stairs reserves the right to reject any nonconforming Goods, at its sole discretion.
- Availability of Funding:** Funding for this Agreement is subject to the appropriation and availability of funds provided by the United States Department of Health and Human Services, the Office

of Head Start and any and all other agencies, divisions or departments thereunder (collectively and individually the “**Funding Agency**”).

5. **Taxes:** Seller is responsible for all taxes imposed on Seller 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. 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 Crystal Stairs from and against the payment of any taxes in connection with this Agreement, as well as any penalties and/or fees related to any such tax payments.

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

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

8. **Seller’s Responsibilities:**

a. **W-9:** Crystal Stairs is not bound under this Agreement until Seller provides Crystal Stairs with a completed IRS Form W-9.

b. **Records Retention & Inspection:** Seller will maintain complete and accurate records to substantiate charges, disbursements, and/or expenses, made or incurred by Seller in performance of this Agreement. In the event Seller 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 Seller. Seller 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 Seller’s officers, employees and agents (“**Seller’s Staff**”), who might reasonably have information related to such records, may be interviewed.

c. **Audit Exception Liability:** Seller will pay any audit exceptions or overpayments caused by, or as a result of, Seller’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.

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

e. **Confidentiality:**

i. **Confidential Information:** Seller and Seller’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 Seller in the performance of this Agreement.

ii. **Disclosure and Use Restrictions:** Seller 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. Seller 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 Seller’s breach of this Agreement or breach by those acting in concert with, or on behalf of, Seller.

iv. **Remedies:** In the event of a breach or threatened breach by Seller 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:** Seller will provide or return to Crystal Stairs any and all documents and materials belonging to Crystal Stairs upon, (i) cancellation or completion of this Agreement; or (ii) Crystal Stairs' request, at any time.

f. **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 to perform this Agreement. 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 Agreement.

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

h. **Catch-All Certification:** Seller 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 Seller.

9. **Seller's Warranty:** Seller hereby sells, conveys and transfers all rights, title and interest in and to the Goods to Crystal Stairs. 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 Crystal Stairs; not infringe upon any patent, trademark, copyright or other proprietary right of any other person or entity; 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.

10. **Certification of Seller:**

a. **Debarment and Suspension:** Seller certifies that 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".

b. **Byrd Anti-Lobbying Amendment:** If the Payment is \$100,000 or more, Seller 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. Seller 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:** 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 two-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. 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 Seller has complied with the order which was the basis for the finding. Crystal Stairs may rescind this Agreement, if Crystal Stairs later discovers that Seller falsely swore to the truth of the statement required by this Section.

11. **Cancellation:** Crystal Stairs has the right to cancel this Agreement, 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 as to the specifications as set forth in this Agreement, in which case, Seller will be solely responsible for any and all costs, expenses and/or fees connected with the Goods. Crystal Stairs also has the right to reject, at its sole discretion, any Goods that do not meet the requirements outlined in the Sellers Warranty Section.

In the event Seller 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.

12. **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.

13. **Indemnification:** Seller 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, 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 Agreement.

14. **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.

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

16. **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.

17. **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: [Crystal Stairs Representative Name] [Email]@CrystalStairs.org	Seller Attn: [Seller Representative Name] [Email Address]
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18. **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.

19. **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.

20. **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.

21. **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.

22. **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 cancellation or completion of this Agreement, survive cancellation or completion of this Agreement, to the fullest extent permitted by applicable statute of limitation laws.

23. **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.

24. **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.

SELLER

CRYSTAL STAIRS

By: _____
Authorized Signatory

By: _____
Authorized Signatory

Name: _____

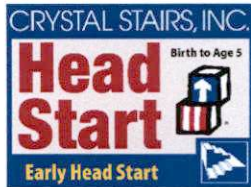
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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

ATTACHMENT A DESCRIPTION OF GOODS

- 1) **Detailed Description of the Goods:** [Description of goods, including item numbers].
- 2) **Quantity of Goods:** [Quantity].
- 3) **Delivery Date:**
Scheduled Delivery Date: [Delivery Date].
Manner of Delivery: [Manner of Delivery].
- 4) **Location for Delivery of Goods:**
[Address]
[Address]
- 5) **Payment Schedule:**
Installments of \$[Dollar Amount] due on [Date].
[OR]
Total amount due upon acceptance of Goods by Crystal Stairs.
- 6) **Non-Federal Share Contribution:**
Per Month: \$[Dollar Amount].
[OR]
Per Day: \$[Dollar Amount].
[OR]
Per Hour: \$[Dollar Amount].
Total Contribution Amount: \$[Dollar Amount].
- 7) **Options for Future Agreements:** Crystal Stairs has the option to enter into a new agreement with Seller, or amend the Agreement, based on the same pricing, services, terms or conditions [OTHER ITEMS CAN BE ADDED HERE, IF ANY].