

## REQUEST FOR QUOTE EMAIL SECURITY SOLUTION SERVICES

RFQ: 2025-10388

September 2, 2025

Dear Vendor:

Crystal Stairs, Inc. ("Crystal Stairs") cordially invites you to submit your response to this Request for Quote ("RFQ") to provide Email Security Solution services ("Services") to Crystal Stairs no later than 4 p.m. PST on September 12, 2025.

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) 421-2608 lflot@CrystalStairs.org



#### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

#### RFO:2025-10388

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. <u>Confidential Information</u>: 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. <u>Disclosure and Use Restrictions</u>: 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. <u>Duration of Confidentiality Obligations</u>: 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. <u>Return and Destruction of Confidential Information</u>: 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. <u>No Obligations</u>: This Agreement does not obligate Crystal Stairs to disclose any information or negotiate or enter into any agreement or relationship with Receiving Party.
- 7. <u>Remedies:</u> 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. <u>Dispute Resolution</u>: 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. <u>Modifications</u>: 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. <u>Notices</u>: 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	Receiving Party
Attn: Leonard Flot	See end of Agreement.
lflot@CrystalStairs.org	

- 11. <u>Jurisdiction & Venue</u>: 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. <u>Waiver</u>: 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. <u>Table of Contents & Headings</u>: 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. <u>Severability & Survival</u>: 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. <u>Counterparts & Photocopies</u>: 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.

RECEI	VING PARTY INFORMATION		
Compa	ny Name:		
Compa	ny Address:		
Ву:	Authorized Signatory	1	' I
Name:			
Title:			
Date:			



# REQUEST FOR QUOTE Introduction to Invitation RFP:2025-10388

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 <u>all</u> 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

Crystal Stairs is a non-profit organization that currently supports approximately 600 employees and 1400 mailboxes (many as archives), utilizing a hybrid Microsoft 365 environment for email and identity with A5 licensing. Crystal Stairs is looking for a email security solution that can either provide comprehensive, intrinsic security capabilities or complement our existing Microsoft capabilities to create a robust defense against modern email-based threats.

The selected, successful bidder to this RFQ will be expected to provide Crystal Stairs the Services, which are more specifically:

The vendor will provide best available pricing for an email security solution that meets at least the following criteria:

- Detection and prevention of advanced email attacks including:
  - a. Business Email Compromise and supply chain fraud
  - b. Credential phishing and account takeover attempts
- Behavioral profiling of known-good communication patterns
- Automatic remediation/prevention
- Executive and VIP impersonation protection
- End-user and admin visibility tools
- Integration with Microsoft 365

Crystal Stairs, Inc. Request for Quote - Sample Contract Template Attachment Cover Page (rev. 2/4/2020)

#### II. Pricing Structure

Option 1: Cost for 1-year service agreement.

Option 2: Cost for 3-year service agreement.

Bidder must also include pricing for their standard hourly rate and their overtime hourly rate. 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:

#### **Technical Questionnaire:**

Please respond to each of the following questions in detail:

- 1. Describe any integrations with Microsoft 365. What capabilities can your solution provide as a result of these integrations?
- 2. How does your solution detect socially engineered attacks without payloads or malicious links?
- 3. How does your solution detect and respond to QR code based attacks including delayed phising attacks using QR codes?
- 4. Explain how your solution builds and uses behavioral baselines.
- 5. What is the mechanism for initial message remediation? What remediation options are available for messages post-delivery?
- 6. How does your platform detect vendor compromise or supply chain fraud?
- 7. Describe your capabilities for protecting against VIP impersonation.
- 8. What is your average detection time for new BEC or zero-day phishing campaigns?
- 9. Can end users report suspicious emails?
  - i. What configuration is required to facilitate reporting in a hybrid Exchange environment?
  - ii. How does your solution respond to reports?
- 10. How does your solution handle simulated phishing attacks?
  - i. How does your solution whitelist phishing simulations?
  - ii. How does your solution handle reports of simulated attacks? Do such reports need to be handled before being passed to your solution?
- 11. If applicable, outline your onboarding process. How quickly can a client be fully protected?
- 12. Please provide any documents available for vendor security review (SOC II, etc.).

#### 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 based on 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.

- Detection efficacy
- Graymail and spam handing

- Ease of deployment
- End-user and admin experience
- Total cost of ownership

#### V. General Terms and Conditions

#### **Binding Offer**

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

#### **Pricing**

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

#### Cost of Preparation of Quote

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

#### **Contract Requirements**

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

#### **Non-Exclusive Contract**

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

#### Crystal Stairs' Disclosure of Materials

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

#### Withdrawal of Bid

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

#### Bidder Responsibility Regarding the RFQ and Quote

It is the responsibility of each bidder to examine this RFQ carefully and to judge for itself all of the circumstances and conditions which may affect its Quote. Any data furnished by Crystal Stairs is

for informational purposes only and is not warranted. Bidder's use of any such information is at bidder's own risk. Failure on the part of any bidder to examine, inspect, and be completely knowledgeable of the terms and conditions of the RFQ, operational conditions, or any other relevant documents or information, will not relieve the selected bidder from fully complying with this RFQ.

#### VI. Prospective Vendor Questionnaire

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

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# REQUEST FOR QUOTE Sample Contract Template Attachment Cover Page RFQ-2025-10388

## DO NOT FILL OUT OR <u>SIGN</u> 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 <u>all</u> terms and conditions.



## ADDENDUM - A EMAIL SECURITY SOLUTION SERVICES

RFP: 2025-10388

This addendum includes additions to pre-existing sections of this RFP and answers to questions asked by vendors before this addendum's publication. The questions will be consolidated with other similar questions when possible.

#### I. Minimum Qualifications

The following are additions to the Technical Questionnaire:

- 13. How does your solution detect and respond to attacks using delayed weaponization?
- 14. Does your solution offer a way for end users to report false positives? If so, what is the process? Does it differ between spam and phishing emails?
- 15. If unable to prevent an email from reaching Exchange, how long does your solution take to remediate an email identified as malicious?
- 16. Does your solution provide sandboxing for attachments or links? Describe the process if so (automatic/manual, historic/current).

The following question is no longer required:

12. Please provide any documents available for vendor security review (SOC II, etc.).

Documents may be requested during vendor selection but will not be required before the RFP deadline. Any requisite NDA will be addressed when the documents are requested.

#### II. Vendor Questions

- Is Crystal Stairs looking for an API or a gateway?
   Either option will be acceptable for this RFP.
- 2. User/mailbox questions
  - a. How many frontline vs. informational workers does Crystal Stairs have?



- b. How many of the inboxes are archives?
- c. How many of the inboxes are active?
- d. How many licenses does Crystal Stairs have?

Crystal Stairs has roughly 50 teachers with the remaining staff being office workers. There are roughly 1450 total mailboxes, roughly 470 are shared mailboxes which we use primarily as archives of former employees, and roughly 25 inboxes with archives which are primarily used to manage long time employees with large inboxes. All employees are expected to have licenses: 600 employees with 600 A5 licenses.

3. We (the vendor) have multiple options for feature sets. Which would Crystal Stairs prefer?

When possible, it is preferable that a vendor provides a quote for each option they believe meets the RFP requirements. Crystal Stairs will evaluate each quote provided on equal footing, so multiple quotes won't harm a proposal.

4. Is Crystal Stairs interested in DMARC? Security Awareness? Phishing simulation?

These are not the primary concern of this RFP, but the presence of these features will be considered as secondary factors. If removal of the feature would reduce the price, it would be prudent to provide that as an option.

5. Can Crystal Stairs participate in a demo or POC?

Crystal Stairs can receive recordings of product demos but will not be able to participate in POC of solutions at this time.



# TECHNOLOGY SERVICES SUBCONTRACT AGREEMENT FOR [TYPE OF TECHNOLOGY SERVICES] [CONTRACTOR NAME]

#### **Table of Contents**

#### **Sections**

- 1. Work
- 2. Term
- 3. Compensation & Invoicing
- 4. Availability of Funding
- 5. Taxes
- 6. Travel Reimbursements
- 7. Equipment & Material Purchases
- 8. Relationship of the Parties
- 9. Unemployment and Workers' Compensation Insurance
- 10. Crystal Stairs' Responsibilities
- 11. Contractor's Responsibilities
- 12. Contractor's Warranty
- 13. Certification of Contractor
- 14. Intellectual Property
- 15. Termination & Breach of Contract
- 16. Force Majeure
- 17. Indemnification
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- 19. Dispute Resolution
- 20. Assignment
- 21. Modifications
- 22. Notices
- 23. Jurisdiction & Venue
- 24. Waiver
- 25. Table of Contents & Headings
- 26. Entire Agreement
- 27. Severability & Survival
- 28. Counterparts & Photocopies
- 29. Time of Essence

ATTACHMENT A SCOPE OF WORK

ATTACHMENT B ADDITIONAL INSUREDS FOR CERTIFICATES OF INSURANCE



#### TECHNOLOGY SERVICES SUBCONTRACT AGREEMENT

This Technology 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**

- 1. <u>Work</u>: During the Term, as defined below, Contractor will provide the services described in the Scope of Work ("Work"), attached as <u>Attachment A</u> and incorporated herein by reference, in accordance with all relevant laws and regulations.
- 2. <u>Term</u>: 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.]
- 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 share contributions, as defined below, of \$[[Dollar Amount in Numbers] e.g., \$4,000.10]. If applicable, a not to exceed amount specified in this Agreement means the approved amount to be paid for all the Work completed pursuant to Attachment A. Any not to exceed amount specified in this Agreement is subject to reduction for any portion of the Work not completed regardless of circumstances. The Payment (subject to any reduction for Work not completed) represents full compensation for performance of the Work, and includes any and all expenses incurred by Contractor. 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 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
aphelpdesk@crystalstairs.org

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

- 4. <u>Availability of Funding</u>: 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").
- 5. <u>Taxes</u>: 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. <u>Travel Reimbursements</u>: 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 <u>Attachment A</u> ("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. <u>Unemployment and Workers' Compensation Insurance</u>: 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. <u>Crystal Stairs' Responsibilities</u>: Any obligations of Crystal Stairs, beyond the duty to pay the Payment, are listed in <u>Attachment A</u>.

#### 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 <a href="https://www.CrystalStairs.org">www.CrystalStairs.org</a>. 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.
- I. 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. <u>Contractor's Warranty</u>: 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. <u>Certification of Contractor</u>:

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- 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. <u>Intellectual Property</u>: 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. <u>Termination & Breach of Contract</u>: 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. <u>Force Majeure</u>: 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. <u>Indemnification</u>: 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. <u>Insurance</u>: 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. 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;
    - v. 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
    - vi. Cyber Liability: Cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage will be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor in this Agreement and will include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy will provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses, with limits sufficient to respond to these obligations.

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 <u>Attachment B</u>) 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 wavier 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. <u>Dispute Resolution</u>: 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. <u>Assignment</u>: Contractor cannot assign Contractor's interest or delegate Contractor's duties, in whole or in part, under this Agreement.
- 21. <u>Modifications</u>: 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. <u>Notices</u>: 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	Contractor
Attn: [Crystal Stairs Representative Name]	Attn: Contractor Representative Name
Email @CrystalStairs.org	Email Address

- 23. <u>Jurisdiction & Venue</u>: 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. <u>Waiver</u>: 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. <u>Table of Contents & Headings</u>: 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. <u>Severability & Survival</u>: 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. <u>Counterparts & Photocopies</u>: 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:		By:		
	Authorized Signatory		Authorized Signatory	
Name:		Name:		
Title:		Title:		
Date:		Date:		



### 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].



### 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 LPC West, Inc.

5120 W. 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 CDSSI

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