CRYSTAL STAIRS, INC.

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

# REQUEST FOR QUOTE
# MICROSOFT 365 A5 SUBSCRIPTION SERVICES

## RFQ: 2026-10433

November 10, 2026

Dear Vendor:

Crystal Stairs, Inc. ("**Crystal Stairs**") cordially invites you to submit your response to this Request for Quote ("**RFQ**") to provide Microsoft 35 A5 Subscription services ("**Services**") to Crystal Stairs **no later than 4p.m. PST on November 30, 2026**.

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 Exhibit #1, **Required Contractual Terms and Conditions for Government-Funded Projects**, which illustrates the types of required contractual provisions that will be found in the final agreement between Crystal Stairs and your company. Vendors are required to sign Exhibit #1 and submit with the quote.

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

CRYSTAL STAIRS, INC.

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# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

## RFQ: 2026-10433

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**<br>Attn: Leonard Flot<br>lflot@CrystalStairs.org | **Receiving Party**<br>*See end of Agreement.* |
|---|---|

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: _____

CRYSTAL STAIRS, INC.

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

# REQUEST FOR QUOTE
## Introduction to Invitation

## RFQ: 2026-10433

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

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

## Response Requirements and Quotes

### I. Scope of Work

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

Access to 625 – MICROSOFT 365 A5 (EDU Faculty)

### II. Pricing Structure

Option 1: Cost for 1 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:

-Vendor agrees to the terms of the Exhibit #1 (Required Contractual Terms & Conditions for Government-Funded Projects) agreement attached.

## IV. Selection of Successful Bidder

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

There will be no "formal" quote opening for this RFQ. Quotes will be opened and evaluated, after the submission deadline.

## V. General Terms and Conditions

### Binding Offer

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

### Pricing

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

### Cost of Preparation of Quote

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

### Contract Requirements

The selected bidder to whom an award is made will execute a written contract with Crystal Stairs after notice of the award has been initiated. The contract will be similar in form and content to the attached Crystal Stairs contract template. All bidders should read the contract template in its entirety and play 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 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.

# EXHIBIT #1

## Required Contractual Terms and Conditions for Government-Funded Projects

## RFQ/RFQ: 2026-10433

Payment for the Services or Goods is wholly or partially funded by the local, state or federal government. **The successful bidder (also referred to herein as Contractor) will be required to agree to and comply with the following terms and conditions specified below which will be specified in a final written agreement between Crystal Stairs and the successful bidder. The terms and conditions in general are required to be included in the final agreement pursuant to Crystal Stairs' government contracts. THE FOLLOWING TERMS AND CONDITIONS ARE NON-NEGOTIABLE.**

1. **Compensation and Invoicing**: Any compensation amount or 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.

2. **Availability of Funding**: Funding for this Agreement is subject to the appropriation and availability of funds provided by the State of California, California Department of Social Services ("**CDSS**"), California Department of Education ("CDE"), County of Los Angeles, the Office of Head Start ("**OHS**") any and all other agencies, divisions or departments thereunder (collectively and individually the "**Funding Agency**").

3. **Equipment & Material Purchases**: If applicable to the performance of the Work under this Agreement, 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 $10,000.

4. **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.

5. **Travel Reimbursements**: Contractor is responsible for any and all expenses incurred while

performing this Agreement, with the exception of pre-authorized travel and per diem expenses, if so allowed and described in the Agreement. If pre-authorized travel and per diem expenses are authorized herein, they will be reimbursed at rates that do not exceed those paid to the State of California 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.

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

7. **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.

8. **Funding Agency Approval**: If Payment is for $10,000.00 or more, and subject to Funding Agency approval, Contractor acknowledges that any Work performed prior to the date of such approval shall not be used as a claim against the Funding Agency (i.e., CDSS, CDE, County of Los Angeles, OHS).

9. **Records Retention & Inspection**: 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.

10. **California Non-Discrimination Clause**: Contractor will comply with the provisions of California Code of Regulations Title 2 Section 11105, which is incorporated herein by reference.
11. **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".

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

    a. 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.

b. 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.

13. **Insurance**: Contractor will, at Contractor's sole cost and expense, procure and maintain the following insurance coverages during the Term, and for 5 years thereafter, 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.

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

a. **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;

b. **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;

c. **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 $2,000,000 per occurrence or claim, $2,000,000 aggregate; and

d. **Automobile Liability**: If applicable and necessary to perform this Agreement, 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;

**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.

14. **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.

15. **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.

16. **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.

## The following terms and conditions are applicable for Construction, Renovation and Repair Related Projects.

1. **Copeland "Anti-Kickback" Act**: If the Payment is $2,000 or more, Contractor will comply with the requirements of the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
2. **Davis Bacon Act**: For construction related services, Contractor will comply with the requirements of the Davis-Bacon Act (40 USC 3141- 3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
3. **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).
4. **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).
5. **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).
6. **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.
7. **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.
8. **Insurance (Construction-Related Projects):** Contractor will, at Contractor's sole cost and expense,

procure and maintain the following insurance coverages during the Term, and for 5 years thereafter, 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. **Environmental**: Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate;
b. **Builder's Risk**: Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions; and
c. **Surety Bonds**: Contractor will provide the following Surety Bonds: Bid Bond; Performance Bond; Payment Bond; and Maintenance Bond. The Payment Bond and the Performance Bond will be in a sum equal to the Payment. The Maintenance Bond will be in a sum equal to 10% of the Payment. Bonds will be duly executed by a responsible corporate surety authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

**[Signature required on following page.]**

CRYSTAL STAIRS, INC.

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

**By signing below, Bidder acknowledges that Bidder has read the Required Contractual Terms and Conditions specified herein and understands that the provisions set forth in the Required Contractual Terms and Conditions are non-negotiable. While the final agreement may include other terms open for negotiation, Bidder understands that if Bidder is selected as a successful bidder, Bidder will be required to enter into a final agreement with Crystal Stairs that includes the provisions specified above. Finally, Bidder understands that Bidder is subject to disqualification for failure to agree to the Required Contractual Terms and Conditions herein.**

**Bidder Name:** _____

**By:** _____
Authorized Signatory

**Print Name:** _____

**Title:** _____

**Date:** _____