

## **Makerspace Purchase and Servicing Agreement**

This Makerspace Purchase and Servicing Agreement (the "Agreement") is made and entered into to be effective as of the date set forth in section 4.10.1 below by and between Garner Holt Education Through Imagination, LLC, a California limited liability company (herein "GHETI") and the party identified in section 4.10.2 below (herein the "Purchaser").

### **Recitals**

**Whereas**, GHETI is engaged, among other business activities, in the manufacture of custom makerspaces and other facilities designed to be used for hands-on learning activities in the areas of science, technology, engineering, arts, mathematics, robotics, animatronics and other educational endeavors, as well as the business of training in the use of such makerspaces and the servicing and sale of consumable items used in the operation of such makerspaces; and

**Whereas**, Purchaser is an educational institution or other facility desiring to purchase a makerspace and related services and supplies from GHETI as more fully described herein; and

**Whereas**, GHETI has agreed to sell and provide to Purchaser the custom makerspace and related services and supplies all as are as more fully described herein.

### **Operative Provisions**

Now, therefore, in consideration of the foregoing Recitals, and of the mutual undertakings of the parties as set forth herein, GHETI and Purchaser covenant and agree as follows:

#### **I. Makerspace; Services and Supplies**

**1.1** For purposes of this Agreement the "Makerspace" means the Garner Holt Education Through Imagination Ani-Makerspace™, the location-based configuration of which is custom designed in conjunction with Purchaser for use in the educational activities of Purchaser as more fully described in Exhibits "A" (all references to Exhibit "A" shall include any sub-exhibits, e.g. "A-1"), Exhibit "B," and Exhibit "C" hereto (collectively the "Exhibits") and specifically including the equipment, fixtures and features described in the Exhibits hereto.

**1.2** For purposes of this Agreement "Services" means the specific services of GHETI with regard to the Makerspace as described in the Exhibits hereto which Services will be provided at the time(s) for the period(s) and/or at such intervals as are specifically set forth in the Exhibits; and

**1.3** For purposes of this Agreement "Supplies" means the specific consumable supplies used in conjunction with the operation of the Makerspace as described in the Exhibits hereto which Supplies will be provided in such quantities, at such time(s) for the period(s) and/or at such intervals as are specifically set forth in the Exhibits hereto.

**1.4** Where no specific dates or quantities for delivery of Services and/or Supplies are set forth in the Exhibits, this Agreement shall be deemed a requirements contract, as defined in California Commercial Code section 2306, for the Supplies and/or Services for which no quantity is specified; subject, however, to GHETI's reasonable ability to provide the required services and/or supplies at the time(s) and in the quantities ordered by Purchaser.

**1.5** The Makerspace shall be delivered by GHETI at the location specified by Purchaser as set forth in the Exhibits hereto. The Makerspace shall be completed by such date(s) set forth in the Exhibits or as mutually agreed by the parties; provided, however, that GHETI shall not be responsible nor liable for any delays occasioned by unavailability or delays in delivery of equipment manufactured by others and included in the Makerspace, so long as such delays are not the fault of GHETI.

## **II. Price; Payment.**

**2.1** For the Makerspace, the Services and the Supplies, Purchaser agrees to pay to GHETI the amounts set forth in the Exhibits hereto, in strict accordance with the schedule of payments set forth in the Exhibits.

**2.2** Where compensation for Services or Supplies is not specifically set forth in the Exhibits, Purchaser shall pay to GHETI the standard rates charged by GHETI at the date of delivery for the Services and/or Supplies ordered by Purchaser.

**2.3** Where date(s) for payment of Services and or Supplies is not specified on Exhibits, GHETI shall invoice Purchaser monthly for the Supplies and/or Services provided, and all such invoices shall be due and payable within 30 days of the date of such invoice.

**2.4** Time is of the essence with respect to all payments due hereunder, and GHETI may withhold performance at any time Purchaser is in arrears of any payments due hereunder, and all performance deadlines will be extended on a day for day basis during any period of payment arrearage. Purchase further grants to GHETI a purchase money security interest in all tangible property delivered to Purchaser pursuant hereto together with the right to file a financing statement to perfect that interest.

**2.5** Prices set forth in the Exhibits or otherwise charged pursuant hereto shall, unless specifically set forth otherwise in the Exhibits, not include applicable sales or use taxes and Purchaser shall be responsible for all sales and use taxes imposed upon the purchases which are the subject matter of this Agreement.

## **III. Warranties**

**3.1** GHETI warrants that any component of the Makerspace manufactured and designed by GHETI will be free of material defects in materials and workmanship for a period of one year following completion of the delivery. In the event of any failure for which a warranty is requested, Purchaser shall give notice to GHETI specifying the exact nature of the failure or defect and GHETI

shall initiate the evaluation of the warranty request within 10 business days of such notice. If the component is determined to be within the scope of the above warranty, GHETI shall initiate the repair or replacement of the component within a reasonable time. If the component was manufactured or designed by a third party, GHETI will assist Purchaser in securing the manufacturer's repair or replacement of the component without assuming any of those third-party warranty obligations. Seller makes no other warranty, express or implied, and **SELLER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**. Except as provided in the limited warranty, above, Purchaser accepts the Makerspace and all components thereof delivered **AS IS, WITH ALL FAULTS** and **WHERE IS**. Purchaser agrees that the **sole and exclusive remedy** for any warranted non-conforming item shall be as determined in GHETI's sole discretion, the repair or replacement of defective item, or the refund of the portion of the purchase price relating to that defective component if GHETI determines that repair or replacement is not feasible. GHETI shall not be liable for actual, compensatory, contingent, incidental, speculative, or consequential damages to persons, property, business reputation, loss of use, productivity or profits, or any other damages or liabilities. The parties acknowledge that the price of the Makerspace would be much greater if GHETI undertook more extensive liability exposure. The above warranty shall not apply to any damage resulting from the misuse of any part of portion of the Makerspace, the failure of Purchaser to adequately supervise the use of the Makerspace by any persons, the actions of Purchaser, its agents employees or contractors, the failure of Purchaser to adhere to all of the operating and maintenance procedures, guidelines and safety protocols of GHETI or the manufacturer of any component of the Makerspace, damages caused in whole or part by the building or physical space the Makerspace is located in (including without limitation the installation or affixing thereto, the electrical or other utilities, HVAC or other systems of the building), and damages resulting from other than the normal use of the Makerspace.

**3.2** GHETI will pass through to the Purchaser all manufacturers' warranties for durable items equipment included in the Makerspace without expanding or assuming the warranty obligations thereof.

#### **IV. General Provisions**

**4.1** This Agreement shall be in effect for a term commencing on the date set forth in section 4.10.1 below and shall remain in effect for the period during which Services or supplies are to be provided pursuant to the Exhibits or such other period as is specifically set forth in the Exhibits.

**4.2** This Agreement shall be governed by the laws of the State of California. As used in this Agreement, business day means any Monday through Friday other than a legal holiday in the State of California. In the event any time period expires on a day other than a business day, the date of performance shall be extended to the next business day.

**4.3** In the event of any dispute between the parties with respect to the subject matter of this Agreement the parties mutually agree that, before filing any lawsuit, the parties shall first seek

to resolve such dispute through good faith mediation to be conducted in San Bernardino County, California before an independent mediator experienced in commercial law matters and jointly selected by the parties or, if they cannot agree, appointed by the Judicial Arbitration and Mediation Service ("JAMS").

**4.4 ARBITRATION OF DISPUTES.** The parties hereby agree that any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the Makerspace, the interpretation, performance or breach of this Agreement or any other matter between the parties, including without limitation the issue of arbitrability and any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by final and binding arbitration conducted at a location determined by the arbitrator in the JAMS office nearest to the City of San Bernardino, California administered by and in accordance with the then existing JAMS Comprehensive Arbitration Rules and Procedures, and judgment upon any award rendered by the arbitrator(s) may be entered by the California State Courts located in San Bernardino County, California or the Federal Courts located in Riverside County, California, or other court that has jurisdiction over the party against whom an award is entered. Each party waives its right, under Part II, Title IV of the California Code of Civil Procedure (or any similar statute or provision under any other state or federal law), to cause any such actions or proceedings to be instituted or prosecuted elsewhere, including without limitation filing in, or removal or transfer to another court for convenience of parties or witnesses or other reasons. The parties agree to exclusive dispute resolution through the arbitration as described herein, and to submit to the venue in and jurisdiction of the above-mentioned arbitration and confirmation in the courts as described above, regardless of whether there are other necessary or indispensable parties not bound by this arbitration provision. The arbitrator shall be a retired or former judge of the California Superior, Municipal, Appellate or Supreme Court familiar with real commercial sale of goods. In any such arbitration, the prevailing party, as determined by the arbitrator, shall, in addition to such other relief as may be awarded, be entitled to an award of reasonable attorneys' fees and costs incurred in such arbitration, and the confirmation and enforcement of any resulting arbitration award; provided, however, that as a condition to such award of costs and attorneys' fees, such prevailing party must have engaged in the mediation called for by section 4.3 above or, if such mediation was not engaged in, such failure to mediate was solely caused by the non-prevailing party. Consistent with California Code of Civil Procedure §1281.8, an action for injunctive or other temporary or provisional relief in a court of law shall not be precluded by, or operate as a waiver of, this arbitration provision. **The parties are aware that they are giving up any rights not specified within the rules governing the arbitration, including but not limited to the right to a jury trial, to judicial discovery and to appeal the final award or judgment. The arbitrator has no authority to award non-economic, exemplary, treble or punitive damages, and such remedies are specifically waived by the parties.**

**NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION**

DECIDED BY BINDING NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO BINDING NEUTRAL ARBITRATION.

BBK  
GHETI Initials

  /    
Purchaser Initials

**4.5** This Contract may be funded in whole or in part with funds provided by the American Rescue Plan Act - Coronavirus Local Fiscal Recovery Fund (ARPA), and therefore GHETI agrees to comply with any and all ARPA requirements in addition to any and all applicable County, State, and Federal laws, regulations, policies, and procedures pertaining to the funding of this Agreement. Attached hereto as Exhibit "D".

**4.6** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto.

**4.7** Any notices between the parties hereto shall be given in writing and be deemed given only upon the actual delivery to the party to whom addressed and the risk of non-delivery shall, in all events, rest with the party giving notice. Notices may delivered to the addresses of the parties set forth in section 4.10.3 below. Phone numbers and email addresses are provided for convenience only, not for official notices.

**4.8** In the event any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the parties that such provision be modified or limited to the least extent possible to permit such provision to be, as so modified, enforceable.

**4.9** This Agreement, including all Exhibits and other attachments which are attached hereto and incorporated by reference, and other documents specifically incorporated herein, represents the final, complete and exclusive agreement between the parties hereto with respect to the subject matter hereof. Any prior agreements, promises, negotiations and representations

relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect.

This Agreement is executed without reliance upon any promise, warranty or representation by either party or any representative of either party other than those expressly set forth herein.

**4.10** Any waiver of any provision of this Agreement must be written and signed by the party to be charged therewith to be effective. Any amendment to this Agreement shall not be effective unless written and signed by both parties hereto.

**4.11** The data referenced herein is as follows:

4.11.1 Effective Date: \_\_\_\_\_

4.11.2 Purchaser: \_\_\_\_\_

Name

\_\_\_\_\_  
Type of Entity

\_\_\_\_\_  
State of organization

4.11.3 Addresses for Notice:

GHETI: Garner Holt Education Through Imagination, LLC  
1255 Research Drive  
Redlands, CA 92374  
(909) 799-9090 (phone)  
[gkaufman@garnerholteducation.com](mailto:gkaufman@garnerholteducation.com) (email)

Purchaser: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (phone)

\_\_\_\_\_ (email)

**4.12** Purchaser agrees to indemnify, defend (with counsel reasonably approved by GHETI) and hold harmless GHETI and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement, the Makerspace or use thereof by its employees, agents, contractors, subcontractors, students,

members of the public or other users of the Makerspace, participation in the training of Purchaser's employees, agents, contractors, subcontractors, students, or invitees whether the training takes place at the Makerspace, GHETI's facilities or elsewhere, the use of the Makerspace by anyone who has not received training and instruction proscribed by GHETI, the misuse of any part or portion of the Makerspace, the failure of Purchaser to adequately supervise the use of the Makerspace by any persons, the actions of Purchaser, the failure of Purchaser relating to the assumption of risk by anyone who uses the Makerspace (including without limitation maintaining the posted notices and obtaining written assumptions/waivers from the users), the failure of Purchaser to adhere to all of the operating or maintenance procedures, guidelines and safety protocols of GHETI or the manufacturer of any portion of the Makerspace, damages caused in whole or part by the building or physical space the Makerspace is located (including without limitation the installation or affixing thereto, the electrical or other utilities, HVAC or other systems of the building), the theft, loss or damage to any component of the Makerspace after it is delivered to Purchaser's location (whether before and after the completion of the Scope of Work), the violation of any duty of Purchaser under this Agreement, and damages resulting from other than the normal use of the Makerspace.

**4.13** GHETI and its related entities have developed certain Intellectual Property (as hereinafter defined), and all such Intellectual Property shall remain the exclusive property of GHETI. Purchaser shall, hold, and shall cause its respective directors, officers, employees, consultants, counsel, accountants, and other agents to hold all of the Intellectual Property in strict confidence and in observance of GHETI's rights thereto. "Intellectual Property" means, collectively, all of the following of GHETI's worldwide legal rights and properties: (1) all patents, patent applications, and patent rights, including all continuations, continuations-in-part, divisions, reissues, reexaminations, and extensions of them; (2) all trademarks, trade names, logos, and service marks, registered or not, including without limitation "Garner Holt Education Through Imagination Ani-Makerspace™" and the trademark shown on attached Exhibit "C," hereto; (3) all rights associated with works of authorship, including copyrights (registered or not), copyright applications, copyright registrations, moral rights, mask work rights, mask work applications, and mask work registrations; (4) all inventions (patentable or not), know-how, show-how, formulas, processes, techniques, confidential business information, trade secrets, and other proprietary information, technology, and intellectual property rights; (5) all software programs and software code; (6) all derivative uses of any of the forgoing; and (7) all rights to sue or make any claims for any past, present, or future misappropriation or unauthorized use of any of the foregoing rights and the right to receive income, royalties, damages, or payments that are now or will later become due with regard to the foregoing rights.

**4.14** Without limiting any other provisions of this Agreement, if either party fails to timely perform any of the terms, covenants and conditions of this Agreement (including any Exhibits) on such party's part to be performed, other than the payment of money, and such failure is due

in whole or in part to any strike, lockout, labor trouble, civil disorder, acts of God, inability to procure or delay in procuring labor or materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, terrorism, bioterrorism, shortages of fuel, equipment, labor or materials, accidents, casualties, acts of God, declarations of epidemic or pandemic declared by any local, state or federal jurisdiction, acts caused by the other party (or the other party's employees, agents, licensees, invitees or contractors) or any other cause beyond the reasonable control of such party (collectively "Force Majeure"), then such party shall not be deemed in default under this Agreement as a result of such failure and any date or period of time provided in this Agreement for such party to perform such term, covenant or condition shall be extended for the amount of time such party is so delayed.

**In Witness Whereof**, GHETI and Purchaser have executed this Agreement to be effective as of the Effective Date set forth above.

**GHETI**

**Purchaser**

Garner Holt Education Through  
Imagination, LLC

\_\_\_\_\_  
\_\_\_\_\_

by Germaul Garcia-Katman  
its Executive Vice President

by \_\_\_\_\_  
its \_\_\_\_\_

**[Also Initial Section 4.4]**

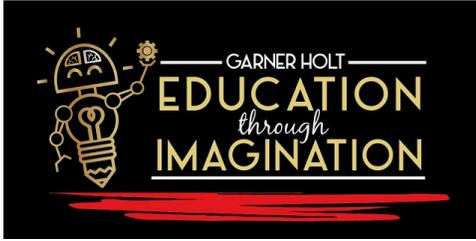
**[Also Initial Section 4.4]**

Attached Exhibits

- "A" Quote
- "A-1" Floor Plan
- "A-2" Power Plan
- "B" Terms and Conditions
- "C" Trademark
- "D" Required Federal Provisions

**EXHIBIT "A"**

**QUOTE**



# Quote

Quote# 22433a

**Garner Holt Education Through Imagination**

1220 Research Dr.  
Redlands, California 92374

**Bill To**

**City of San Bernardino**

555 W 6th St  
San Bernardino, California 92410  
U.S.A

**Ship To**

City of San Bernardino  
Norman F. Feldheym Central Library  
555 W 6th St  
San Bernardino, California 92410  
U.S.A

Quote Date : 15 Aug 2024

Expiry Date : 15 Oct 2024

**Subject :**

Norman F. Feldheym Central Library: Quote 2

#	Item & Description	Qty	Rate	Tax %	Amount
<b>Machines &amp; Equipment</b>					
1	Garner Holt 10-Function Animatronic for Education Figure with Integrated Digital Monitors (SPARK-E) SKU : GH-A-10 With Integrated digital monitors, rolling show stage, lighting and sound package, show control system, industry standard programming software license, multi port dongle, slider control board and a 2 year warranty.  *A MacBook Pro running the latest version operating system is required and NOT included.	2.00 Unit	39,950.00	8.75	79,900.00
2	GHP - 24-Function Hybrid Electric/Pneumatic Controlled Animatronic for Education Figure (RADIANT) SKU : GH-A-24R Includes: Show Control System, Dongle, Slider Control Board and 1 year warranty. *A Mac running the latest operating system of MacOS is required and NOT included	1.00 Unit	48,895.00	8.75	48,895.00
3	Air Compressor SKU : AC Ultra Quiet & Oil-Free Air Compressor in Sound Dampening Cabinet.	1.00 pcs	2,025.00	8.75	2,025.00

#	Item & Description	Qty	Rate	Tax %	Amount
4	<b>Transportation Cradle for SPARKE</b> Wooden Transportation Cradle for SPARKE - This enables SPARKE to be safely transported on its back in a truck or van.  Customer assumes all responsibility of animatronic figure while being transported. Garner Holt Productions is not liable for any and all damages incurred while transporting Animatronics.	1.00 pcs	2,495.00	8.75	2,495.00
5	<b>MacBook Pro-16 inch</b> SKU : AP-MBP16	3.00 Unit	2,998.80	8.75	8,996.40
6	<b>Costuming Mannequin for Animatronic Figure</b> SKU : MAM-01 Garner Holt Costuming Mannequins for 24-Function Animatronic Figure	2.00 Unit	2,695.00	8.75	5,390.00
7	<b>Garner Holt Costuming Mannequins for 24 Function Animatronic Figure</b> SKU : CMS	1.00 pcs	1,800.00	8.75	1,800.00
8	<b>Truss and Lighting System</b> SKU : TLS25x9x7 Includes: Custom truss box, 20 RGB programmable Lights, 4 RGB Programmable Wash Lights, 6 Programmable Spot Lights, 2 Moving Heads (Lights), Wireless Controller and Receiver, and Programming Software.	1.00 pcs	29,850.00	8.75	29,850.00
9	<b>Vacuum Former System-19"x17"</b> SKU : C-VF-02 Includes: Reducing Windows, Custom Mobile Cart, Start-Up and Training Materials, and Custom Tools/Bucks for Garner Holt Animatronics lesson plans and project guides.	1.00 set	10,555.00	8.75	10,555.00
10	<b>Prototyping 3-D Printer Bundle</b> SKU : C-3D-02 Includes: Extra Extruder, Filament Start-Up Training Materials, and Custom 3-D Printing files for Garner Holt lesson plans and project guides.	2.00 set	11,639.00	8.75	23,278.00
11	<b>High Resolution 3-D Printer Bundle</b> SKU : C-3D-01 Includes: Filament Start-Up and Training Materials, Wash Station, and Custom 3-D Printing files for Garner Holt Animatronics Curriculum.	2.00 set	28,125.00	8.75	56,250.00
12	<b>Support Material Removal Wash Station</b> SKU : ST-120-W1	1.00 Unit	3,500.00	8.75	3,500.00
13	<b>Laser Cutter/Fume Extraction Bundle (II)</b> SKU : C-LC-360 Includes: 60-watt laser cutter/engraver, 29x17 media size,	1.00 set	54,300.00	8.75	54,300.00

#	Item & Description	Qty	Rate	Tax %	Amount
	fume extraction system, extra set of filters, training and start-up training materials, and custom files for Garner Holt Education through Imagination curriculum.				
14	<b>10-Needle Embroidery Machine</b> SKU : C-E-10 Includes: Start-up and Training Materials, Machine Stand, Digitized School Logo and Custom Embroidery Files for Garner Holt Animatronics lesson plans and project guides.	1.00 set	24,700.00	8.75	24,700.00
15	<b>Industrial Sewing Machine Bundle</b> SKU : C-ISW-500 Includes: Start-up and training materials, and custom Garner Holt Patterns for Animatronics lesson plans and project guides.	3.00 set	1,270.00	8.75	3,810.00
16	<b>Desktop Inkjet Printer/Cutter Bundle</b> SKU : C-PC-1 Includes: All in one printer-cutter, with start-up and training materials, software, post-processing accessories and custom files for Garner Holt animatronics lesson plans and project guides.  *Adobe Illustrator is required to run this machine, and is not included.	1.00 set	8,750.00	8.75	8,750.00
17	<b>Airbrush/Paint Bundle</b> SKU : C-ABP-1 Includes: 2 Airbrush sets, airbrush paint set, easel, spray hood and filters, 2 compressors, start-up materials, custom stencils for Garner Holt lesson plans and project guides.	1.00 set	6,580.00	8.75	6,580.00
18	<b>CNC Milling Machine Bundle</b> SKU : C-M-M2 Includes: Rotary Axis, Tool Sets, Accessories, Start-Up and Training Materials, and Custom Milling Files for Garner Holt Animatronics lesson plans and project guides.	1.00 set	16,725.00	8.75	16,725.00
19	<b>Portable Recording Studio</b> SKU : C-RS-2 Includes: Portable sound screen, Microphone, Digital interface converter, and hard case for storage.	2.00 set	2,165.00	8.75	4,330.00
20	<b>Mobile Tool chest with 300 Piece Hand and Power tool set</b> SKU : C-PH-300 Includes: 44 in. x 22 in. Metal 13 Drawer Roller Cabinet, Assortment of 7 power tools, and wide variety of hand tools utilized in Garner Holt Animatronics lesson plans and project guides.	1.00 pcs	5,630.00	8.75	5,630.00
21	<b>Animated Robotics Technology Package</b> SKU : AR-100 The Classroom pack serves 8-12 students with parts to create	4.00 set	875.00	8.75	3,500.00

#	Item & Description	Qty	Rate	Tax %	Amount
	4 robots. Each Flock includes: 4 Premium Kits, 1 carrying case, 4 screwdrivers, 2 wire strippers				
22	Product Photography/Videography Bundle SKU : PP/VB-T	1.00 PCS	6,649.00	8.75	6,649.00
23	Laser Scanning Workstation Bundle SKU : C-LS-1 Includes: Handheld Laser Scanner for Organic Objects, Handheld laser for Mechanical Objects, Industrial Turntable, Tripod, 3D Scanner Case, Color Pack, Driver Software, and Curated Set of Organic and Mechanical Parts.	1.00 set	16,452.00	8.75	16,452.00
24	Laser Cutter II-Rotary Fixture SKU : TT-RF-360	1.00 Unit	2,790.00	8.75	2,790.00
25	Advanced Heat Press Package - Shirts SKU : C-HP-02 Includes: Advanced digital swing / draw shirt press, interchangeable platens, platen protectors, Starter pack of consumable materials for heat pressing, and startup and training materials.	1.00 set	5,864.00	8.75	5,864.00
26	Hat Add-on for Advanced Heat Press Package SKU : C-HP-03 Includes: Advanced digital hat press, interchangeable platen, and startup and training materials.	1.00 set	3,208.00	8.75	3,208.00
27	3-Projector Projection Mapping System. SKU : 3PPMS Includes: Projection mapping control software (3), Table top Projector (3), Projection server computers (3), Projection programming stations (3), all necessary cables and adapters, and custom files for Garner Holt lesson plans and project guides.	1.00 pcs	136,899.0 0	8.75	136,899.00
<b>Furniture</b>					
28	Mobile Counter/Cabinet Storage Unit - 32"x36"x36" SKU : CC-03D 32"D x 36"L x 36"H MOBILE, Cabinet with Counter Top - (1) Pullout Drawers and (1) Cabinets each with Double Swing Out Doors and (1) Adjustable Center Shelf	1.00 Unit	2,375.00	8.75	2,375.00
29	Mobile Counter/Cabinet Storage Unit - 24"x48"x36" SKU : CC-04 24"D x 48"L x 36"H MOBILE, Cabinet with Counter Top	5.00 Unit	2,629.00	8.75	13,145.00
30	Mobile Counter/Cabinet Storage Unit - 24"x60"x36" SKU : CC-05 24"D x 60"L x 36"H MOBILE, Cabinet with Counter Top - (3) Pullout Drawers and (3) Cabinets each with Double Swing Out Doors and (1) Adjustable Center Shelf	1.00 Unit	4,030.00	8.75	4,030.00

#	Item & Description	Qty	Rate	Tax %	Amount
31	Mobile Counter/Cabinet Storage Unit - 24"x72"x36" SKU : CC-06 24"D x 72"L x 36"H MOBILE, Cabinet with Counter Top - (3) Pullout Drawers and (3) Cabinets each with Double Swing Out Doors and (1) Adjustable Center Shelf	2.00 Unit	3,920.00	8.75	7,840.00
32	Custom Work Table - Maple Butcher Block work surface SKU : WT-36x72M 36"D x 72"L x 30-42"H Fully Welded & Assembled Mobile, Four Leg Worktable - 1-1/2" Maple Butcher Block work surface	8.00 PCS	2,997.00	8.75	23,976.00
33	Custom Powder Coated Student Stools/Chairs SKU : CPCSSC Chairs Backed Red w/ Grey Cushion	71.00 pcs	195.00	8.75	13,845.00
34	Mobile Computer Workstation/Table - 24"x96" SKU : CT-08A 24"D x 96"L x 30-42"H Fully Welded & Assembled Mobile, Four Leg Workbench	1.00 Unit	1,560.00	8.75	1,560.00
35	Custom Mobile Animatronic Programming Table and Cabinet System SKU : C-MSF-2 Includes: Overhead power supply and rolling programing station with storage	3.00 set	4,749.00	8.75	14,247.00
36	Custom Mobile Powder Coated Industrial Trash and Recycling Bins SKU : ITRB	2.00 pcs	675.00	8.75	1,350.00
37	72" Mobile Wash station with cabinet SKU : WS-06 24" D x 72" H x 48" L MOBILE, Sink Cabinet with Counter Top, Stainless Steel Sink + Faucet	1.00 Unit	5,697.05	8.75	5,697.05
<b>Room Environment</b>					
38	Room Environment Package SKU : REP Includes: Simulated Galvanized Accent Wall, (1) 86" Monitor with Mount, Wood Trim, Accent LED Strip Lights, Custom Printed Canvas Images, and Custom Wall Graphics.	1.00 set	26,599.00	8.75	26,599.00
39	Electric Reels SKU : AZ-ER	8.00 pcs	180.00	8.75	1,440.00
<b>Services</b>					
40	Garner Holt Education through Imagination AniMakerspace Design and Consultation Services SKU : ETI-DSCS Includes: Travel, personal time allocation, quote adjustments and upgrades, 3D renderings, Room Schematic and layout.	1.00	19,690.00	-	19,690.00

#	Item & Description	Qty	Rate	Tax %	Amount
41	Move-in, Assembly, Set-up and Calibration - AniMakerspace SKU : MASUC Includes: All machines, technology and furniture.	1.00	30,000.00	-	30,000.00
42	Maker Pantry Materials SKU : MPMY1 Consumable materials and classroom toolkit, including a variety of costuming, arts, crafts, building, and presentation supplies, tools, and materials.	1.00 set	15,000.00	8.75	15,000.00
43	Machine Routine Maintenance & Repair Plan, 1 Year SKU : ETIS-RM-1 Annual Routine Maintenance (up to 40 in-person maintenance and repair visits per school year). Repairs as needed. Parts included for parts valued at \$200 or less. Services will be invoiced quarterly.	1.00	19,890.00	-	19,890.00
44	Machine Routine Maintenance & Repair Plan, 5 Year SKU : ETIS-RM-5 Annual Routine Maintenance (up to 40 in-person maintenance and repair visits per school year). Repairs as needed. Parts included for parts valued at \$200 or less. Services will be invoiced quarterly.	1.00	82,832.50	-	82,832.50
45	Professional Development - AniMakerspace SKU : ETIS-PD-1 Days (6 hour) Initial/Ongoing Professional Development- Lesson Design/Lesson Delivery, Unit Planning, Academic Alignment, Standards Alignment, 21st Century Skills Alignment, Coaching, Modeling, Training, Support, Observation /Feedback.	30.00	2,395.00	-	71,850.00
46	Student & Technical Support - AniMakerspace SKU : ETIS-TS-1 Days (4 hour) On-Site Student, Technical, & Project Support.	15.00	1,720.00	-	25,800.00
<b>Software</b>					
47	Embroidery and Sewing Digitizing Software SKU : ESDS Includes: 1000+ Built-in Designs and 130 Built-In Fonts	1.00 Box	1,529.00	8.75	1,529.00
48	3D Modeling Software Academic License SKU : ZB	30.00 Unit	1,295.00	-	38,850.00
49	Digital Modeling Tablet and Stylus SKU : WA-DMTS Includes: 10" Design Surface, 3D Pen, Pen Stand and Replacement Tips, and Case.	30.00 PCS	525.00	8.75	15,750.00
50	SOLIDWORKS Network Licenses (60 pack) SKU : SW	1.00 set	6,985.00	-	6,985.00

#	Item & Description	Qty	Rate	Tax %	Amount
51	Delivery	1.00	10,000.00	8.75	10,000.00
Sub Total					1,027,401.95
CA STATE TAX (6%)					43,890.27
CA COUNTY TAX (0.25%)					1,828.76
CA CITY TAX (1%)					7,315.05
CA SPECIAL TAX (0.5%)					3,657.52
CA SPECIAL TAX (1%)					7,315.04
<b>Total</b>					<b>\$1,091,408.59</b>

## Notes

Final cost for shipping, and installation / calibration to be determined after final item quantities are confirmed.

\*\*The design for this space includes 3 Desktop Computers to run machines/equipment. The design for this space includes 2 Mac Book Pro Computers to run the animatronics. Computers are not included in this quote and must be purchased by the school either on a separate quote or from another vendor. Additionally, we recommend a cart of laptop computers that meet our suggested minimum requirements for student use.

## Payments & Confirmations

Thank you for the opportunity to earn your business.

Email purchase orders to:  
[purchaseorders@garnerholteducation.com](mailto:purchaseorders@garnerholteducation.com)

Please inform your sales representative if you accept this quote and would like to pay by card so an invoice can be sent to you. Note that a 3% processing fee will be applied to all card transactions.

Please inform your sales representative if you accept this quote and would like to pay by check so an invoice can be sent to you.

**TERMS AND CONDITIONS OF SALE GARNER HOLT EDUCATION THROUGH IMAGINATION PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF SALE CAREFULLY, AS PURCHASING, AND/OR USING THE RELATED PRODUCTS, SOFTWARE, OR SERVICES INDICATES AGREEMENT WITH AND ACCEPTANCE OF THESE TERMS.**

**PAYMENTS, FEES, AND CANCELLATIONS**

**Cancellation Rights and Procedures**

Customer may cancel or modify a pending Purchase Order only by giving written notice there of to Garner Holt Education Through Imagination within two (2) business days after submission of the Purchase Order to Garner Holt Education Through Imagination. Thereafter, Customer may not cancel or change any Purchase Order without Garner Holt Education Through Imagination's prior written consent.

**Payments and Credit**

Customer shall pay for the Products, Software and/or Services as and within the timeframes or on or before the date(s) specified in the Purchase Order and is not entitled to and shall not suspend payments, set off or otherwise deduct from any amounts invoiced. No rights to purchase Products on credit are conferred herein, and any extension, modification or withdrawal of credit and credit terms are reserved solely to Garner Holt Education Through Imagination in its discretion. Except as otherwise agreed in the Purchase order, all payments are due in U.S. dollars.

**Payment Schedule**

Payment #1: 50% Upon receipt of Purchase Order

Payment #2: 50% Upon completion of installation

**Errors and Omissions**

Garner Holt Education through Imagination, LLC reserves the right to correct or clarify errors or omissions without penalty in this proposal.

**Entire Scope**

Pricing in this proposal reflects award of the entirety of the scope included in this proposal. Deletions or additions prior to the award will affect pricing and Garner Holt Education through Imagination, LLC. reserves the right to update pricing if the scope changes prior to award.

**Change Orders**

If, during the design, production, installation, or commissioning of this scope, additional labor or products are required to fulfill new or clarified aspects of the scope, Garner Holt Education through Imagination, LLC. reserves the right to submit change order pricing. Such pricing may include lump sums, time and materials models, or other pricing considerations using established labor rates and markup to materials. Garner Holt Education through Imagination, LLC. will notify the buyer within 48 of the discovery of such a scope consideration with pricing and schedule impact information. Buyer must inform Garner Holt Education through Imagination, LLC. in writing of the acceptance of change order pricing and schedule impact prior to the performance of such works.

**Remedies**

Any amounts not paid by the Customer when due shall bear interest at the rate of one and onehalf percent (1.5%) of the amount due per month.

**Taxes**

Prices are subject to, and Customer shall pay, all applicable sales, use and other taxes or duties imposed, or otherwise due, on the sale, purchase, lease or license of the Products, Software and/or Services. If tax exempt, proper documentation shall be provided to Garner Holt Education Through Imagination and evaluated for accuracy.

**Funds For Deposits and Prepayments**

Payments made prior to receipt of services shall be used within 12 months, except as otherwise agreed in writing with Garner Holt Education Through Imagination. Goods shall be deliverable within the timeframes or on or before the date(s) specified in the Purchase Order.

**Holding Fee**

Goods held when available to ship will incur a holding fee as determined by Garner Holt Education Through Imagination, except as otherwise agreed in writing by Garner Holt Education Through Imagination.

**PROPRIETARY RIGHTS**

Customer acknowledges that Garner Holt Education Through Imaginations is the sole owner of all Intellectual Property (as defined below) and trade secrets that relate to the Products and/or Software and the use thereof. No right or license in Intellectual Property is granted to Customer by implication, estoppel or otherwise other than that expressly set forth herein or in other written documentation provided by Garner Holt Education Through Imagination. Except as required by law or as set forth in other written documentation provided by Garner Holt Education Through Imagination. As used herein, "Intellectual Property" shall mean any and all Garner Holt Education Through Imagination copyrights, patents, trademarks, trade names, logos, Software, documentation, technical and manufacturing techniques, concepts, methods, designs, specifications and other proprietary information relating to the Products.

**Delivery/Shipping and Warehousing items**

Garner Holt Education through Imagination ("Garner Holt Education") shall arrange for the delivery of products to the buyer ("Customer") in accordance with the agreed upon terms and conditions. The responsibility for shipping costs, delivery timelines, and any liabilities in the event of delayed or damaged shipments shall be outlined in the purchase order or as otherwise agreed upon in writing between Garner Holt Education and the Buyer.

Garner Holt Education through Imagination ("Garner Holt Education") will arrange for the transportation of goods using reputable carriers, with shipping costs and delivery timelines outlined in the purchase order or as agreed upon between Garner Holt Education and the Buyer. Any liabilities arising from delayed or damaged shipments shall be governed by the terms and conditions set forth by the carrier.

Garner Holt Education will provide tracking information upon shipment and will work with the carrier to ensure timely and secure delivery to the specified destination. In the event of any issues or discrepancies with the shipment, the Buyer should promptly notify Garner Holt Education's Customer Services Department for resolution.

In the case of drop shipments, where goods are shipped directly from the manufacturer or supplier to the end customer, Garner Holt Education will coordinate the logistics and provide necessary instructions to ensure smooth delivery. The Buyer acknowledges that Garner Holt Education acts solely as a facilitator in drop shipments and is not responsible for any delays, damages, or discrepancies that may occur during transit. It is the Buyer's responsibility to communicate shipping instructions accurately and to provide any necessary documentation or information required by the manufacturer or supplier.

Additionally, within three days of receiving the goods, the Buyer agrees to conduct a video call with Garner Holt Education to visually inspect the received items and confirm their quality. Any concerns regarding the quality or condition of the goods should be addressed during this call for prompt resolution with the manufacturer or supplier.

**Errors and Omissions:**

Garner Holt Education through Imagination, LLC reserves the right to correct or clarify errors or omissions without penalty in this proposal.

**Entire Scope:**

Pricing in this proposal reflects award of the entirety of the scope included in this proposal. Deletions or additions prior to award will affect pricing and Garner Holt Education through Imagination, LLC. reserves the right to update pricing if the scope changes prior to award.

**Change Orders:**

If, during the design, production, installation, or commissioning of this scope, additional labor or products are required to fulfill new or clarified aspects of the scope, Garner Holt Education through Imagination, LLC. reserves the right to submit change order pricing. Such pricing may include lump sums, time and materials models, or other pricing considerations using established labor rates and markup to materials. Garner Holt Education through Imagination, LLC. will notify the buyer within 48 of the discovery of such a scope consideration with pricing and schedule impact information. Buyer must inform Garner Holt Education through Imagination, LLC. in writing of the acceptance of change order pricing and schedule impact prior to the performance of such works.

**EXHIBIT "A-1"**

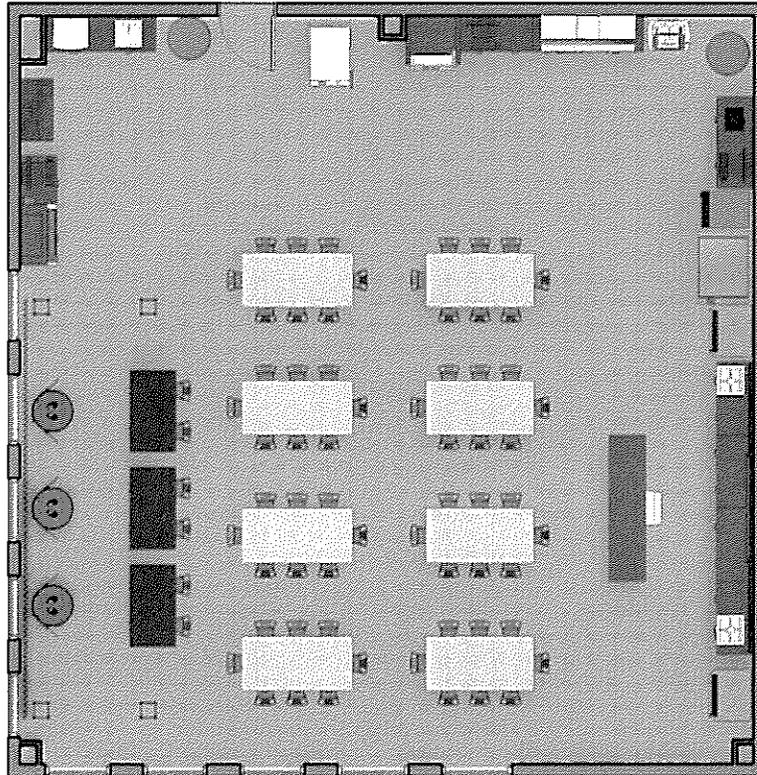
**FLOOR PLAN**



Education Through Imagination  
Norman F. Feldheym

**Floor Plan**  
Date: 4/10/24  
Drawn by: Ayin Akua  
Scale: 3/16" = 1'-0"  
garner@educationthroughimagination.com

Level 1  
3/16" = 1'-0"





**EXHIBIT "B"**

**TERMS AND CONDITIONS**

## EXHIBIT D

### COMPLIANCE WITH AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS LOCAL FISCAL RECOVERY FUND (CLFRF) FEDERAL GUIDELINES USE OF ARPA CLFRF AND REQUIREMENTS

This Contract may be funded in whole or in part with funds provided by the American Rescue Plan Act - Coronavirus Local Fiscal Recovery Fund (ARPA), *Federal Award Identification Number (FAIN): SLT0628 and Assistance Listing Number (formerly known as a CFDA number): 21.027*, and therefore Contractor agrees to comply with any and all ARPA requirements in addition to any and all applicable County, State, and Federal laws, regulations, policies, and procedures pertaining to the funding of this Contract. The use of the funds must also adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by Contractor or its subcontractor(s) in any manner that does not adhere to the ARPA requirements shall be returned or repaid to the City or County. Any funds paid to Contractor i) in excess of the amount to which Contractor is finally determined to be authorized to retain; ii) that are determined to have been misused; or iii) that are determined to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid, shall constitute a debt to the federal government. Contractor agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to the Act, and guidance issued by Treasury regarding the foregoing. Contractor shall provide for such compliance in any agreements with subcontractor(s).

Contractor agrees to comply with the following:

- A.** In accordance with Title 2 Code of Federal Regulations (C.F.R.) Section 200.322, the non-Federal Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- B.** In accordance with Title 2 C.F.R. Section 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances: Obligating or expending covered telecommunications and video surveillance services or equipment or services (as described in Title 2 C.F.R. Section 200.216) to: 1) Procure or obtain, extend or renew a contract to procure or obtain; 2) Enter into a contract (or extend or renew a contract) to procure; or 3) Obtain the equipment, services, or systems, as described in Title 2 C.F.R. Section 200.216 that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and: (i) For the purpose of public

safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (ii) Telecommunications or video surveillance services provided by such entities or using such equipment; and (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- C. A non-Federal Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at Title 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- D. Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above 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 Title 31 U.S.C. Section 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- E. Clean Air Act (42 U.S.C. Sections 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. Sections 1251-1389), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. Sections 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. Sections 1251-1389).
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under Title 37 C.F.R. Section 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Title 33 U.S.C. Sections 1251-1387 recipient or subrecipient must comply with the requirements of Title 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- G. Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708). Where applicable, all contracts awarded by the non-Federal Contractor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with Title 40 U.S.C. Sections 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Title 40 U.S.C. Section 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of Title 40 U.S.C. Section 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- H. Davis-Bacon Act, as amended (40 U.S.C. Sections 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. Sections 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal contractor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal Contractor must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874 and 40 U.S.C. Section 3145), as supplemented by Department of Labor regulations (29 C.F.R. 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”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal contractor must report all suspected or reported violations to the Federal awarding agency.
  - i. The Contractor and all Subcontractors and Sub-subcontractors are required to pay their employees and workers a wage not less than the minimum wage for the work classification as specified in both the Federal and California wage decisions. See Section 3.10.6 “Prevailing Wages” for additional information regarding California Prevailing Wage Rate Requirements and the applicable general prevailing wage determinations which are on file with the City and are available to any interested party on request. The higher of the two applicable wage determinations, either California prevailing wage or Davis-Bacon Federal prevailing wage, will be enforced for all applicable work/services under this Contract.
- I. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by Title 41 U.S.C. Section 1908, must address

administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- J. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal Contractor including the manner by which it will be effected and the basis for settlement.
- K. Equal Employment Opportunity. Except as otherwise provided under Title 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in Title 41 C.F.R. Section 60-1.3 must include the equal opportunity clause provided under Title 41 C.F.R. Section 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The identified clause is below and Contractor shall comply with the clause and all legal requirements and include the equal opportunity clause in each of its nonexempt subcontracts.
  - i. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at Title 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- L.** Project Progress Reporting - Contractor agrees to provide project timeline and progress updates to the City upon request, per County, and United States Treasury guidelines and timeline. Contractor agrees to routine and impromptu program and project evaluation by the City.
- M.** Contractor shall comply with Title 2 Code of Federal Regulations Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including, but not limited to, Title 2 C.F.R. Section 200.303 (internal control), Title 2 C.F.R. Sections 200.331 through 200.333 (subrecipient monitoring and management), and Title 2 C.F.R. Part 200 Subpart F (audit requirements), as these sections currently exist or may be amended. The use of funds must also adhere to official federal guidance issued or to be issued on what constitutes an eligible expenditure. Any funds expended by Contractor or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the County. Contractor agrees to comply with all official guidance regarding the ARPA CLFRF. Contractor also agree that as additional federal guidance becomes available, an amendment to this Contract may become necessary. If an amendment is required, Contractor agrees to promptly execute the Contract amendment.
- N.** Contractor shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with Title 2 C.F.R. Section 200.334 (retention requirements for records). Such documentation shall be produced to City upon request and may be subject to audit. Unless otherwise provided by Federal or State law (whichever is the most restrictive), Contractor shall maintain all documentation connected with its performance under this Contract for a minimum of five (5) years from the date of the last payment made by City or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of the City, the State or the United States Government during normal business hours at Contractor. Copies will be made and furnished by Contractor upon written request by City.
- O.** Contractor shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Contractor's requests for reimbursement which segregate and accumulate costs of Contractor and produce monthly reports which clearly identify reimbursable costs, matching fund costs (if applicable), and other allowable expenditures by Contractor. Contractor shall provide a monthly report of expenditures under this Contract no later than the 20<sup>th</sup> day of the following month.

- P.** Contractor shall cooperate in having an audit completed by City, at City's option and expense. Any audit required by ARPA CLFRF and its regulation and United States Treasury guidance will be completed by Contractor at Contractor's expense.
- Q.** Contractor shall repay to City any reimbursement for ARPA CLFRF funding that is determined by subsequent audit to be unallowable under the ARPA CLFRF within the time period required by the ARPA CLFRF, but no later than one hundred twenty (120) days of Contractor receiving notice of audit findings, which time shall include an opportunity for Contractor to respond to and/or resolve the findings. Should the findings not be otherwise resolved and Contractor fail to reimburse moneys due City within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both parties or required by the ARPA CLFRF, City reserves the right to withhold future payments due Contractor from any source under City's control.
- R.** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Title 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply.
- S.** Universal Identifier and System for Award Management (SAM), Title 2 C.F.R. Part 25.
- T.** Reporting Subaward and Executive Compensation Information, Title 2 C.F.R. Part 170.
- U.** OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement), Title 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to Title 2 C.F.R. Part 180 and Treasury's implementing regulation at Title 31 C.F.R. Part 19. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 C.F.R. Section 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at Title 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- V.** Recipient Integrity and Performance Matters, pursuant to which the award terms set forth in Title 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- W.** Government Requirements for Drug-Free Workplace, Title 31 C.F.R. Part 20.
- X.** New Restrictions on Lobbying, Title 31 C.F.R. Part 21.
- Y.** Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. Sections 4601-4655) and implementing regulations.
- Z.** Applicable Federal environmental laws and regulations.
- AA.** Statutes and regulations prohibiting discrimination include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) and Treasury's implementing regulations at Title 31 C.F.R. Part 22, which prohibit

discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**BB.** Contractor understands that making false statements or claims in connection with the ARPA funded activities is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**CC.** Any publications produced with ARPA funds must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLT-0628 awarded to San Bernardino County by the U.S. Department of Treasury."

**DD.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is being encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

**EE.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is being encouraged to adopt and enforce policies that ban text messaging while driving and establishing workplace safety policies to decrease accidents caused by distracted drivers.

**FF.** As a recipient of federal financial assistance, the Civil Rights Restoration Act of 1987 applies, and Contractor assures that it:

- i. Ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. Sections 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at Title 31 C.F.R. Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda and/or guidance documents.
- ii. Acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities, because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Contractor shall initiate

reasonable steps, or comply with the Department of the Treasury's directives, to ensure LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail provide language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication.

- iii. Agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities.
- iv. Agrees to maintain a complaint log of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.

**GG.** The City must include the following language in every contract or agreement subject to Title VI and its regulations:

"The sub-grantee, contractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or nation origin (42 U.S.C. Section 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, Title 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. Section 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, Title 31 C.F.R. Sections Part 22, and herein incorporated by reference and made a part of this contract or agreement."

**HH.** Contractor shall cooperate in any enforcement or compliance review activities by the City, and/or the Department of the Treasury. Contractor shall comply with information requests, on-site compliance reviews, and reporting requirements.

**II.** Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c), regulations adopted by Treasury implementing those sections, and guidance issued by Treasury regarding the foregoing.

**JJ.** City has the right of access to records (electronic or otherwise) of Contractor in order to conduct audits or other investigations.

**KK.** Contractor shall maintain records for a period of five (5) years after the completion of the contract or a period of five (5) years after the last reporting date the City is obligated with the Department of the U.S. Treasury, whichever is later.

**LL.** Contractor must disclose in writing any potential conflict of interest in accordance with Title 2 C.F.R. Section 200.112.

**MM.** In accordance with Title 41 U.S.C. Section 4712, subrecipient or Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and

specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following: (i) A member of Congress or a representative of a committee of Congress; (ii) An Inspector General; (iii) The Government Accountability Office; (iv) A Treasury employee responsible for contract or grant oversight or management; (v) An authorized official of the Department of Justice or other law enforcement agency; (vi) A court or grand jury; or (vii) A management official or other employee of Recipient, subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. Subrecipient or Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**NN.** City and Contractor acknowledge that if additional federal guidance is issued, an amendment to this Contract may be necessary. In the event any of the terms in this Exhibit conflict with any other terms in the Contract, the terms in this Exhibit shall control.