



REQUEST FOR QUOTES

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
REQUEST FOR QUOTES (RFQ) NO.25-08
FOR
THE PURCHASE OF E-BIKES**

RFQ Schedule (all times are in PDT)	
March 17 th , 2025	Request for Quotes (RFQ) Issued
March 24 th , 2025 5:00 p.m.	Written Questions Due
March 31 st , 2025 5:00 p.m.	Quotes Due
3 rd week of April 2025	Notice of Intent to Award Issued
April/May 2025	Delivery/Completion

SECTION I: INSTRUCTIONS TO PROPOSERS

Intent

The San Gabriel Valley Council of Governments (SGVCOG) is a joint powers authority (JPA) made up of thirty-one cities, unincorporated communities in two Los Angeles County supervisorial districts, and three municipal water districts in the San Gabriel Valley.

In 2022, the SGVCOG launched “GoSGV,” the region’s first longer-term electric bikeshare program. The SGVCOG contracts with local non-profit ActiveSGV to operate the bikeshare program which allows residents of the San Gabriel Valley to “check-out” either a commuter/city style or cargo style electric bike and use it as their own for an affordable monthly fee. Due to high demand for the limited fleet, cargo bikes are capped at 3-month membership periods.

The SGVCOG was recently awarded Regional Early Action Planning (REAP 2.0) funding by the Southern California Association of Governments (SCAG), through the Los Angeles County Metropolitan Transportation Authority (Metro), to expand the GoSGV bikeshare program. As part of this expansion, the SGVCOG is looking to purchase roughly 69 new, high quality electric cargo bikes and electric trikes to increase the size of the GoSGV bikeshare fleet.

The new e-bikes will include at least 6 different models of long-tail and front-loader cargo bikes, and e-trikes to increase program access for residents with unique mobility needs. These e-cargo bikes and e-trikes will be integrated into the fleet of e-bikes available for check-out through the GoSGV program, specifically for residents of disadvantaged communities.

Description of E-Bikes

The SGVCOG is seeking to purchase the following e-cargo bikes and accessories in the following quantities:

Brand: Riese & Mueller

Bike Model	Item	Quantity
Carrie Vario	E-Bike, each bike including the following accessories: <ul style="list-style-type: none"> • Flex Box • Child Seat with Headrest • Rear Rack 	6
	E-Bike, each bike including the following accessories: <ul style="list-style-type: none"> • Cargo Bag • Rear Rack 	6
Load 60	E-Bike, each bike including the following accessories: <ul style="list-style-type: none"> • Two Child seat with footwell • Rear Rack 	4
	E-Bike, each bike including the following accessories: <ul style="list-style-type: none"> • High Sidewall with child cover • Rear Rack 	3
	E-Bike, each bike including the following accessories: <ul style="list-style-type: none"> • High sidewall with hard cover • Rear Rack 	1

Brand: Tern

Bike Model	Item	Quantity
HSD S00	E-Bike, each bike including the following accessories: <ul style="list-style-type: none"> • Hauler Rack • Clubhouse Mini • Clubhouse Seat Pad • Storm Shield • Hitch L • Cargo Hold #28 Panniers 	2

Brand: Benno

Bike Model	Item	Quantity
Boost E 10D Low-Step "Easy On"	E-Bike, each bike including the following accessories: <ul style="list-style-type: none"> • Utility Front Tray Rack • Utility Front Tray Bag • Utility Rear Rack #3 Plus • Boost Rack #3 Poly Wheel Guard Set • High Rail Plus • Passenger Back Rest • Utility Pannier Bag • XXL Trunk Bag 	10

	<ul style="list-style-type: none"> • Boost Dual Kickstand 	
	E-Bike, each bike including the following accessories: <ul style="list-style-type: none"> • Utility Front Tray Rack • Utility Front Tray Bag • Utility Rea Rack #3 PLUS • Boost Rack #3 Poly Wheel Guard • High Rail Plus • Passenger Back Rest • Utility Pannier Bag • Boost Dual Kickstand 	10
RemiDemi XL 9D Performance	E-Bike, each bike including the following accessories: <ul style="list-style-type: none"> • City Front Basket • Basket Liner Bag • RemiDemi XL Passenger Kit • Three Quarter Rail Plus • Passenger Back Rest • RemiDemi XL Pannier Bag Nylon • RemiDemi Dual Kickstand 	5
	E-Bike, each bike including the following accessories: <ul style="list-style-type: none"> • City Front Basket • Basket Liner Bag • RemiDemi XL Passenger Kit • High Rail PLUS • Passenger Back Rest • RemiDemi XL Pannier Bag Nylon • RemiDemi Dual Kickstand 	5

Brand: Larry v Harry

Bike Model	Item	Quantity
EP8	E-Bike, each bike including the following accessories: <ul style="list-style-type: none"> • Canopy w/ Honeycomb and Seats • Rear Racks 	2

Proposer should also provide a quotation for any additional items that may be necessary to utilize the e-bikes as part of the GoSGV Program. This includes, but is not limited to, battery charger(s) and any other necessary accessories.

The SGVCOG is also seeking to purchase at least fifteen (15) electric trikes from any brand that meet the following minimum specifications:

- Class 1 E-bike, Class 2 E-Bike, or Class 3 E-bike.
- Three wheels with fully operable pedals.
- An electric battery that supplies the sole additional source of propulsion.
- UL2849 and/or EN 15194 battery certification.



- One-year warranty on electrical components.
- Gross weight rating of at least 300 lbs.

The SGVCOG is looking to purchase as many as 69 e-cargo bikes and e-trikes from a single vendor. However, vendors can provide a quote for the number of devices they can provide. Vendors must propose the total quantities they can provide by filling out the quote form found in Appendix A. Vendors should fill out the quote form with as many e-bikes/e-trikes as they can reasonably supply.

Delivery Location

The e-bikes are expected to be delivered to the ActiveSGV Headquarters, located at the Jeff Seymour Family Center, 10900 Mulhall St, El Monte, CA 91731.

Schedule of Deliveries

The SGVCOG desires to receive the full amount of e-bikes on the proposed quote 45 days after receipt of order (ARO) from the Vendor. However, given the supply chain issues being experienced across commodities, the SGVCOG maintains flexibility in what this amount will be.

Examination of Quote Documents

By submitting a quote, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFQ and that it is capable of performing quality work to achieve SGVCOG's objectives. Proposer is prepared to comply with all statutes and regulations applicable to the work to be performed.

Addenda

The SGVCOG reserves the right to revise the RFQ documents. Any changes to the requirements of this RFQ will be made by written addendum. Any written addenda issued pertaining to this RFQ shall be incorporated into the terms and conditions of any resulting Agreement. Updates will be posted on the SGVCOG website, <https://www.sgvkog.org/contracts-opportunities>. It is the responsibility of Proposers and other interested parties to check the website regularly during the solicitation period for updated information.

The SGVCOG will not be bound to any modifications to or deviations from the requirements set forth in this RFQ as the result of oral instructions. Proposers shall acknowledge receipt of addenda in their Quotes. Failure to acknowledge receipt of addenda may cause the Quote to be deemed non-responsive to this RFQ, and be rejected.

SGVCOG Contact

All communication and/or contact with SGVCOG staff regarding this RFQ are to be directed to the following:

***Randy Futch, Contracts Management Analyst
San Gabriel Valley Council of Governments 1333 S. Mayflower Ave Ste. 360
Monrovia, California 91016
Email: rfutch@sgvcog.org***

Commencing on the date of the issuance of this RFQ, and continuing until award of the contract or cancellation of this RFQ, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this RFQ with SGVCOG staff; member of the Technical Evaluation Committee (TEC) for this RFQ; or any contractor on Proposer involved with the procurement, other than the Contracts Manager named above, or unless expressly permitted by this RFQ. Contact includes telephone, electronic mail (e-mail) or formal written communication either directly or through a third party. Any proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of SGVCOG.

Submission Instructions

Any questions regarding the RFQ should be submitted to the Contracts Manager via email at rfutch@sgvcog.org by the date and time provided in the RFQ Schedule. **All questions must use the subject line “RFQ 25-08 Question”** Answers to submitted questions will be given after the corresponding deadline.

Responses to this RFQ are due via email to the Contracts Manager at rfutch@sgvcog.org. **All submissions must use the subject line “RFQ 25-08 Submission”** Late submissions will not be accepted.

Questions and Requests for Clarifications

- Examination of Documents
 - Proposers and other interested parties are encouraged to promptly notify the SGVCOG of any apparent errors or inconsistencies in the RFQ, inclusive of all attachments, exhibits and appendices. Should a Proposer require clarifications to this RFQ, the Proposer shall notify the Contracts Manager in writing in accordance with the “Submitting Requests” section below. Should it be found that the point in question is not clearly and fully set forth in the RFQ, the SGVCOG will issue a written addendum clarifying the matter.
- Submitting Requests
 - All questions regarding this RFQ must be submitted in writing via email and with the correct subject line to the Contracts Manager by the date and time listed in the RFQ Schedule. **All questions must use the subject line “RFQ 25-08 Question”** No other questions will be accepted after the deadline. Only written inquiries transmitted online and with the correct email subject line will be considered.

Submission of Quotes

Proposer shall submit one (1) PDF format quote via email and with the correct subject line to the Contracts Manager by the date and time listed in the RFQ Schedule. **All submissions must use the subject line “RFQ 25-08 Submission”**

Acceptance of Quotes

- SGVCOG reserves the right to accept or reject any and all Quotes, or any item or part thereof, or to waive any informalities or irregularities in any Quotes.
- SGVCOG reserves the right to accept or reject any and all responses, or any item or part

thereof, or to waive any informalities or irregularities in any responses.

- SGVCOG reserves the right to amend, withdraw, or cancel this RFQ at any time without prior notice, and it makes no representations that any contract will be awarded to any Proposer responding to this RFQ.
- SGVCOG reserves the right at its sole discretion to modify this RFQ should the SGVCOG deem that it is in its best interests to do so.
- Quotes received by SGVCOG are public information and will be made available to any person upon request after the entire proposal evaluation process has been completed.
- Submitted Quotes are not to be copyrighted.

Pre-Contractual Expenses

- The SGVCOG shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Proposer in preparation of its Quotes.
- Pre-contractual expenses are defined as expenses incurred by the Proposer in:
 - Preparing its Quote and related information in response to this RFQ;
 - Submitting that Quote to SGVCOG;
 - Negotiating with SGVCOG any matter related to this Quote;
 - Cost associated with interviews, meetings, travel or presentations; and
 - Any other expenses incurred by Proposer prior to date of award, if any, of the Agreement, and a formal notice to proceed.

Conflict of Interest

Proposer agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships, or contracts, the Proposer is unable, or potentially unable, to render impartial assistance or advise the SGVCOG; Proposer's objectivity in performing the work identified in the specifications is, or might be, otherwise impaired; or the Proposer has an unfair competitive advantage. Proposer is obligated to fully disclose to SGVCOG in writing of any Conflict of Interest issues as soon as they are known to the Proposer. All disclosures must be disclosed at the time of Quote submittal. Proposer agrees to comply with the SGVCOG's Code of Conduct as it relates to Third Party contracts which is hereby referenced and by this reference is incorporated herein. Proposer agrees to include these requirements in all of its subcontracts.

Small Business Enterprise Program Participation

There is no SBE goal that has been developed for this project.

Period of Performance

Performance under a contract awarded pursuant to this RFQ is estimated to commence in accordance with the "Schedule of Deliveries" section.

Contract Type and Compensation

The SGVCOG anticipates utilizing the Purchase Order form, attached under Appendix B in this RFQ. The Purchase Order shall contain an itemized list of items that will be delivered and contain a delivery schedule for all the e-bikes.

The SGVCOG may exercise the option, at its sole discretion, to open an escrow account to release

payments to the selected supplier(s) as e-bikes are delivered.

Taxes

The Proposer's work activities are subject to applicable state and local taxes. However, the SGVCOG is exempt from the payment of federal excise and transportation taxes.

General Terms and Conditions

- Appendix B contains a copy of the anticipated Purchase Order including the general terms and conditions of an agreement to provide Services for this Project.
- The SGVCOG reserves the right to modify the Purchase Order to the extent that it deems necessary either before or during any negotiations with the selected Proposer.
- The Proposer is expected to review the general terms and conditions and acknowledge their acceptance of Appendix B in the Quote Cover letter (or their objections to specific parts of Appendix B) as a mechanism to expedite the contract negotiation process.
- To accommodate a possible delay in reaching a contract agreement, all parts of the Quote as described in the RFQ shall be valid for one hundred eighty (180) days after submittal of the Proposal.

Evaluation Procedure

The SGVCOG will form a Technical Evaluation Committee (TEC) to evaluate the received Quotes. Each TEC member will evaluate each Quote using a 100-point scale and the evaluation criteria to calculate a score for each Proposer, then rank the Proposers by the scores.

Award

At the conclusion of this process, SGVCOG staff will create Purchase Orders based on the recommendation of the TEC. SGVCOG reserves the right to award this contract to one (1) or multiple Proposers, and to award at its discretion.

Protest Procedures

The SGVCOG has prepared written protest procedures that are applicable to its solicitations and a copy of the procedures may be obtained by contacting the SGVCOG Contracts Management Analyst identified in this RFQ.

Notification of Award

Proposers who submit a Quote in response to this RFQ shall be notified of the contract award. SGVCOG will endeavor to make such notification no later than the close of business the fifth (5th) business day after the notice of intent to award is issued by the SGVCOG.

End Instructions to Proposers

SECTION II: EVALUATION CRITERIA

Quote Evaluation Criteria (100 Points Total)

- Reputation/Quality of Manufacturer, including Customer Service, Support, and Warranty (20 Points)
- Specifications Met (30 Points)
- Overall Price (20 Points)
- Quantity of E-Bikes Proposed and Delivery Timeline (30 Points)

SECTION III: SUBMITTAL REQUIREMENTS

Quote and Required Content

- Completed Quote utilizing form(s) provided in Appendix A.
- Format
 - Quotes should not include any unnecessarily elaborate or promotional materials.
- Technical Specifications
 - Description of the Proposer's firm and manufacturer (s), if different. Also, the delivery schedule for the e-bikes being quoted and their respective model numbers.
- Manufacturer specs sheets for each model of electric bicycle offered in the quote, including warranty.
 - (if proposing E-Trikes) Technical Specifications for Proposed E-Trikes
- Submittal Package should be combined in a single PDF document
- Responses to this RFQ are due via email to the Contracts Manager at rfutch@sgvcog.org by the date and time listed in the RFQ Schedule. **All submissions must use the subject line "RFQ 25-08 Submission"** Late submissions will not be accepted.

Appendix A – Quote Form

Please complete the quote form for all the bikes that your company can provide.

Date _____

Company Name _____

Contact Person _____

Contact Mailing Address _____

Contact Phone Number _____

Contact Email Address _____

Brand: Riese & Mueller

Please also include any additional line-item costs (e.g. battery charger) at the end of the table. Please include an item description, quantity, per unit cost, and total cost for line item. Please include any additional information, including but not limited to whether the e-bikes must be assembled upon delivery and the e-bike warranty in the “Additional Notes” section.

Bike Model	Item Description	Quantity	Per Unit Price	Total
Carrie Vario	E-Bike, including the following accessories: <ul style="list-style-type: none"> • Flex Box • Child Seat with Headrest • Cargo Bag • Rear Rack (2 per bike) 			
Load 60	E-Bike, including the following accessories: <ul style="list-style-type: none"> • Two Child seat with footwell • Rear Rack 			
	E-Bike, including the following accessories: <ul style="list-style-type: none"> • High Sidewall with child cover • Rear Rack 			
	E-Bike, including the following accessories: <ul style="list-style-type: none"> • High sidewall with hard cover • Rear Rack 			

	Subtotal			
	Tax			
	Shipping & Handling (if applicable)			
	TOTAL			

Proposed Delivery Schedule

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Additional Notes (if applicable)

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Brand: Tern

Please also include any additional line-item costs (e.g. battery charger) at the end of the table. Please include an item description, quantity, per unit cost, and total cost for line item. Please include any additional information, including but not limited to whether the e-bikes must be assembled upon delivery and the e-bike warranty in the “Additional Notes” section.

Bike Model	Item	Quantity	Price	Total
HSD S00	E-Bike, including the following accessories: <ul style="list-style-type: none"> • Hauler Rack • Clubhouse Mini • Clubhouse Seat Pad • Storm Shield • Hitch L • Cargo Hold #28 Panniers 			
	Subtotal			
	Tax			
	Shipping & Handling (if applicable)			
	TOTAL			

Proposed Delivery Schedule

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Additional Notes (if applicable)

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Brand: Benno

Please also include any additional line-item costs (e.g. battery charger) at the end of the table. Please include an item description, quantity, per unit cost, and total cost for line item. Please include any additional information, including but not limited to whether the e-bikes must be assembled upon delivery and the e-bike warranty in the “Additional Notes” section.

Bike Model	Item	Quantity	Price	Total
Boost E 10D Low-Step "Easy On"	E-Bike, including the following accessories: <ul style="list-style-type: none"> • Utility Front Tray Rack • Utility Front Tray Bag • Utility Rear Rack #3 Plus • Boost Rack #3 Poly Wheel Guard Set • High Rail Plus • Passenger Back Rest • Utility Pannier Bag • XXL Trunk Bag • Boost Dual Kickstand 			
	E-Bike, including the following accessories: <ul style="list-style-type: none"> • Utility Front Tray Rack • Utility Front Tray Bag • Utility Rea Rack #3 PLUS • Boost Rack #3 Poly Wheel Guard • High Rail Plus • Passenger Back Rest • Utility Pannier Bag • Boost Dual Kickstand 			
RemiDemi XL 9D Performance	E-Bike, including the following accessories: <ul style="list-style-type: none"> • City Front Basket • Basket Liner Bag • RemiDemi XL Passenger Kit • Three Quarter Rail Plus • Passenger Back Rest • RemiDemi XL Pannie Bag Nylon • RemiDemi Dual Kickstand 			
	E-Bike, including the following accessories: <ul style="list-style-type: none"> • City Front Basket • Basket Liner Bag • RemiDemi XL Passenger Kit 			

	<ul style="list-style-type: none"> • High Rail PLUS • Passenger Back Rest • RemiDemi XL Pannier Bag Nylon • RemiDemi Dual Kickstand 			
	Subtotal			
	Tax			
	Shipping & Handling (if applicable)			
	TOTAL			

Proposed Delivery Schedule

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Additional Notes (if applicable)

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Brand: Larry v Harry

Please also include any additional line-item costs (e.g. battery charger) at the end of the table. Please include an item description, quantity, per unit cost, and total cost for line item. Please include any additional information, including but not limited to whether the e-bikes must be assembled upon delivery and the e-bike warranty in the “Additional Notes” section.

Bike Model	Item	Quantity	Price	Total
EP8	E-Bike, including the following accessories: <ul style="list-style-type: none">• Canopy w/ Honeycomb and Seats• Rear Racks			
	Subtotal			
	Tax			
	Shipping & Handling (if applicable)			
	TOTAL			

Proposed Delivery Schedule

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Additional Notes (if applicable)

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E-Trike

Please attach a specifications sheet indicating how the proposed model(s) meet the minimum qualifications outlined in this RFQ. When identifying the proposed e-trike, the Item Description should include the make/model(s) and any accessories included in the proposed price.

The Proposer should also include line items for any additional accessories that are necessary to facilitate use of the e-trikes (e.g. battery charger). Please include an item description, quantity, per unit cost, and total cost for line item. Please include any additional information, including but not limited to whether the e-trikes must be assembled upon delivery and the e-trike warranty in the “Additional Notes” section.

Item Description	Quantity	Price	Total
Subtotal			
Tax			
Shipping and Handling (if applicable)			
TOTAL			
Proposed Delivery Schedule			
Additional Notes (if applicable)			

Appendix B – Sample Purchase Order Form

**SAN GABRIEL VALLEY COUNCIL
OF GOVERNMENTS**

1333 S. Mayflower Ave., Suite 360 | Monrovia, CA 91016
| www.SGVCOG.org

PURCHASE ORDER FORM

Project Name		Purchase Order No.	
Item Description			
Vendor		Contact Name	
Street Address		Phone No.	
City/State/Zip		Email	
Install At			
Street Address			
City/State/Zip			

Line #	Qty	Item(s)	Detailed Description (List shipping & handling charges, if applicable)	Price Per Each	Total
<i>(refer details from Bidder's proposal/Quote)</i>					
			Subtotal		
			Tax		
			S&H		
			PO Total		

Equipment shall be in accordance with the applicable technical specifications, and all other applicable provisions (shop drawings, O&Ms, warranties, etc.) of vendor proposal/Quote. All Work will be subject to Vendor's Quote, which is attached hereto as Attachment 2 and incorporated herein by reference. The Terms and Conditions of this Purchase Order shall prevail over any conflicting provisions in Vendor's Proposal/Quote

Submit Invoices to: accountspayable@sgvcog.org

Vendor has read and agrees that this Purchase Order shall be performed in compliance with the Terms and Conditions attached hereto as Attachment 1, if any, which Terms and Conditions are incorporated herein by this reference and made a part of this Purchase Order.

VENDOR:

**SAN GABRIEL VALLEY COUNCIL OF
GOVERNMENTS:**

AUTHORIZED SIGNATURE:

AUTHORIZED SIGNATURE:

PRINT NAME:

PRINT NAME:

MARISA CRETER

PRINT TITLE:

PRINT TITLE:

EXECUTIVE DIRECTOR

ATTACHMENT 1 - TERMS AND CONDITIONS

In executing this Purchase Order No.: 25-XX Vendor represents that it has reviewed the following terms and conditions and agrees that they shall apply to Purchase Order No.: 25-01 (hereafter "Purchase Order").

1. Parties. Vendor and SGVCOG shall have the same meanings herein as such terms are used in the Purchase Order Form.

2. Services/Supplies. Vendor shall furnish all services/products (hereafter, the "Work") as set forth in the Purchase Order and any attachments thereto for a not to exceed sum of \$XX,XXX SGVCOG shall pay Vendor following receipt from Vendor and approval by SGVCOG of an itemized statement showing the Work performed, the time expended (if billing is hourly) and the name of the project, if applicable. Vendor shall certify on the statement that Vendor has performed the Work in full conformance with the Purchase Order and is entitled to receive payment in the amount invoiced. All Work will be subject to Vendor's Limited Warranty attached hereto, received and reviewed by SGVCOG and incorporated herein by reference.

3. Independent Contractor. Vendor is an independent contractor. Vendor shall furnish all supervision, tools, machinery, appliances, transportation and services necessary to or used in the performance of Vendor's obligations hereunder. Vendor acknowledges and agrees that (a) SGVCOG will not withhold taxes of any kind from Vendor's compensation; (b) SGVCOG will not secure workers' compensation or pay unemployment insurance to, for, or on Vendor's behalf; and (c) SGVCOG will not provide, and Vendor is not entitled to, any of the rights, benefits or privileges of SGVCOG employees. Vendor expressly warrants that neither Vendor nor any of its subcontractors, officers, employees or agents shall represent themselves to be employees or agents of SGVCOG.

4. Insurance. Notwithstanding anything to the contrary in the Purchase Order, and as a condition precedent to the effectiveness of the Purchase Order, Vendor agrees to obtain and maintain in full force and effect during the term of the Purchase Order the insurance required by this section. All policies shall be issued by an insurance company authorized to do business in the State of California and with a current A.M. Best's rating of no less than A: VII. Vendor shall provide the following scope and limits of insurance:

4.1 Insurance Coverage shall be at least as broad as:

(a) Commercial General Liability coverage (Form CG 0001 or equivalent) written on an occurrence basis with minimum limits of \$1,000,000 general aggregate for coverage against any injury, death, loss or damage as a result of wrongful or negligent acts of Vendor, its subcontractors, or their respective officers, employees, or agents in performing the Work.

(b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the SGVCOG, written on an occurrence basis with coverage at \$1,000,000 per accident for bodily injury and property damage.

(c) Workers' Compensation and Employer's Liability insurance as required by California Law covering all persons providing services on behalf of the Vendor and all risks to such persons in performing the Work. Employers' Liability shall be in an amount not less than \$1,000,000 per incident.

4.2 All Insurance policies required by this Purchase Order shall state the coverage shall not be cancelled by the insurer or Vendor except after 30 days' prior written notice by certified mail, return receipt requested, has been given to SGVCOG. Vendor shall provide to SGVCOG notice of suspension, reduction or voiding of coverage that results in limits below those required in this section.

4.3 General Liability and Automobile Liability Requirements.

(a) SGVCOG, and its respective elected and appointed officers, officials, members and employees are to be covered as additional insureds with respect to any liability arising out of the Work. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds.

(b) Vendor's insurance coverage shall be primary insurance with respect to such additional insureds. Any insurance or self-insurance maintained by such additional insureds shall apply in excess of, and not contribute with, Vendor's insurance.

(c) Vendor's insurance shall apply separately to each additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the additional insureds.

(e) The insurer shall agree to waive all rights of subrogation against the additional insureds for losses arising from Vendor's performance of the Purchase Order.

4.4 Other Requirements.

(a) Vendor agrees to deposit with SGVCOG, at or before the effective date of this Purchase Order, certificates of insurance necessary to satisfy SGVCOG that Vendor has complied with the insurance provisions herein and insurance policy endorsements or a copy of the insurance policy evidencing the additional insured requirements herein. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. SGVCOG reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

(b) Vendor shall furnish certificates and endorsements from each subcontractor identical to those Vendor provides.

(c) Any deductibles or self-insured retentions must be declared to and approved by SGVCOG, such approval not to be unreasonably withheld.

(d) The procuring of such required policy or policies of insurance shall not be construed to limit Vendor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Purchase Order.

5. Assignment/Personnel. The Purchase Order contemplates the personal services of Vendor and its employees, and the parties acknowledge that a substantial inducement to SGVCOG for entering it was the professional reputation and competence of Vendor and its employees. SGVCOG shall have the right to approve, in writing, any person proposed by Vendor to replace any key personnel performing the Work prior to such replacement. Vendor shall not assign any interest herein, or any portion hereof, without the prior approval of the Executive Director. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of such attempted assignment or delegation. Furthermore, Vendor shall not subcontract any portion of the performance required hereunder without the prior approval of the Executive Director or designee; provided, however, upon prior written notice to SGVCOG, Vendor may subcontract any Work involving the installation of any products in an applicable Purchase Order. Nothing stated in this Section shall prevent Vendor from employing as many employees as Vendor deems necessary for performance of the Work.

6. Data. All materials, information and data furnished to Vendor by SGVCOG or prepared, developed or assembled by Vendor using SGVHRT information and data in connection with the Work, including but not limited to documents, calculations, studies, maps, graphs, CDs, intellectual property, software, source codes, samples, models, reports, summaries, drawings, designs, notes, plans, information, and memoranda (hereinafter "Data") shall be the exclusive property of SGVCOG ("SGVCOG Data"). SGVCOG shall have the unrestricted right to use and disclose the SGVCOG Data in any manner and for any purpose without payment of further compensation to Vendor; provided that Vendor has no obligation and makes no representation as to the fitness of such Data for any purpose other than the Work. Copies of SGVCOG Data may be retained by Vendor but Vendor warrants that SGVCOG Data shall not be made available to any person or entity for use (other than as required by law or in connection with the Work provided by Vendor) without the prior approval of SGVCOG. Said warranty shall survive the earlier of the completion of the Work or termination of the Purchase Order for five (5) years. Notwithstanding the foregoing, SGVHRT acknowledges and agrees that any confidential information, trade secrets, ideas, processes, developments, improvements or techniques which relates or pertains to the intellectual property of Vendor, including, without limitation, all intellectual property rights relating to Vendor products, together with any notes, memoranda or data related thereto (collectively, the "Vendor IP"), shall be and remain the sole and exclusive property of Vendor.

7.1. Licenses. Vendor warrants that it holds all necessary licenses and rights for any Vendor IP used or incorporated into in the Work and such use or incorporation will not violate or infringe any patent, copyright, trade secret or other proprietary right of any other person. The indemnity provisions of this Purchase Order herein shall apply to any breach or alleged breach of this warranty.

8. Termination. SGVCOG shall have the right to terminate the Purchase Order for any reason or no reason at any time by giving no less than thirty (30) calendar days' prior written notice to the Vendor; provided that Vendor shall discontinue all work hereunder upon receipt of such notice except such work that is reasonable and necessary to demobilize the work. Either party may terminate a Purchase Order for a material breach of these Terms and Conditions or the applicable Purchase Order, including, without limitation, any breach of any representation or warranty herein or obligation of payment, upon ten (10) business days' prior written notice to the breaching party and opportunity to cure such material breach. Such written notice shall specify in detail the material breach. In the event of termination pursuant to this Section, SGVCOG shall pay Vendor for services satisfactorily and reasonably performed up to the effective date of termination for which Vendor has not been previously paid. The procedures for payment upon termination shall be the same as set forth above. On the effective date of termination, Vendor shall deliver to SGVCOG all SGVCOG Data, if any, developed or accumulated in performance hereunder, whether in draft or final form, or in process.

9. Waiver. No provision or breach of the Purchase Order, including these Terms and Conditions, shall be waived, except in writing signed by the parties which expressly refers to the Purchase Order.

10. Entire Understanding. The Purchase Order, including these Terms and Conditions and Vendor's limited warranty, constitute the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

11. Indemnity. Vendor shall, with respect to all Work, defend, indemnify, and hold harmless the SGVCOG and its respective elected and appointed boards, officials, officers, agents, employees, members and volunteers (individually and collectively, "Indemnitees") from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, expenses, including reasonable attorneys' fees and disbursements, (collectively "Claims"), arising out of or in any way relating to:

(a) All claims under the Workers' Compensation Act and other employee benefit acts with respect to Vendor's or its subcontractor's or their employees arising out of the performance of the Work; and

(b) All Claims arising out of Vendor's or its subcontractor's performance of the Work or its failure to comply with any of its obligations contained in this Purchase Order, but excepting such Claims which arise out of, relate to or are caused by the gross negligence, willful misconduct of or any violation of law by the Indemnitees. The Vendor shall promptly pay any final judgment rendered against the Indemnitees. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Except for the Indemnitees, this Agreement shall not be construed to extend to any third-party indemnification rights of any kind.

(c) Independent of the indemnification duty, Vendor shall defend the Indemnitees and shall continue such defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Vendor or its subcontractor shall be required for the duty to defend to arise.

(d) Vendor shall give to SGVCOG notice of any Claim within ten (10) calendar days of the knowledge of circumstances giving rise thereto. Likewise, SGVCOG shall notify Vendor of any Claim, shall tender the defense of such Claim to Vendor, and shall assist Vendor, as may be reasonably requested, in such defense.

12. Priority of Documents. In the event of any conflict or ambiguity between the Purchase Order and these Terms and Conditions, these Terms and Conditions shall govern.

13. Notice. Any notice or approval required hereunder by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to SGVCOG at 1000 S. Fremont Avenue, Suite 10-210, Alhambra, CA 91803 Attn: Executive Director and to Vendor at the address shown on the Purchase Order, or via email at the email addresses set forth in the Purchase Order. Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.

14. No Waiver. The acceptance of any services or payment of any money by SGVCOG shall not operate as a waiver of any provision hereof, or of any right to damages or indemnity stated herein. The waiver of any breach hereof shall not constitute a waiver of any other or subsequent breach.

15. Audit. SGVCOG shall have the right at all reasonable times during the term hereof and for a two-year period following completion of Vendor's performance hereunder or following termination hereof to examine, audit, inspect, review, extract information from, and copy all books, records, accounts and other documents relating to the Work, upon no less than five business days' prior written notice, at Vendor's principal place of business, and during normal business hours.

16. Survival of Terms. Termination or expiration of the Purchase Order shall not affect rights or liabilities which accrued under the Purchase Order or these Terms and Conditions prior to termination or expiration of the Purchase Order, and shall not extinguish any warranties hereunder.

17. Taxes. As required by federal and state law, SGVCOG is obligated to and will report the payment of compensation to Vendor on Form 1099-Misc. Vendor shall be solely responsible for payment of all federal and state taxes resulting from payments hereunder. Vendor shall submit its Employer Identification Number (EIN), or Social Security Number if Vendor does not have an EIN, in writing to SGVCOG's Finance Department. Vendor acknowledges and agrees that SGVCOG has no obligation to pay Vendor until Vendor provides one of these Numbers.

18. No Third-Party Beneficiaries. This Purchase Order is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to the Purchase Order, except as specifically provided herein.

19. Use of Name. Neither party shall use the name of the other party, its officials or employees in any advertising or solicitation for business, nor as a reference, without the prior approval of the Executive Director or designee of such party.

20. Non-Discrimination and Equal Employment Opportunity. Vendor shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Purchase Order, and will comply with all rules and regulations of SGVCOG relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

21. Prevailing Wages. Notice is hereby given that to the extent that any of the Work is considered a "public works", as such term is defined in California Labor Code section 1720, and in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, Vendor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public works is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. If prevailing wages apply to the Work or any portion thereof, Vendor shall cause a copy of such determinations to be posted at the job site.

22. Disclaimer of Warranties; Limitations of Liability. Except as expressly set forth in these Terms and Conditions or Vendor's Limited Warranty: (i) Vendor hereby disclaims all representations and warranties, whether express, implied, statutory, or arising either in fact or by operation of law concerning the Work or any products, services or supplies related thereto, including, without limitation, any warranties of merchantability, infringement or fitness for a particular purpose or use; and (ii), Vendor makes no representation or warranty, and shall have no liability or responsibility for determining whether the products purchased by SGVCOG, and its use thereof, meet any local, state or federal building codes applicable to such products. In no event shall either party be liable to the other party for indirect, special, incidental, consequential or punitive damages of any kind, including, without limitation, lost profits arising out of or related to these Terms and Conditions or any Purchase Order.

In executing the Purchase Order, Vendor acknowledges and agrees to these Terms and Conditions