



**INVITATION FOR BID (IFB) NO. 24-31-062-00
FOR
EXPRESS LANES SUPPORT VEHICLE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Mailing address: P.O. Box 12008
Riverside, CA 92502-2208
IFB Contract Person: Alicia Johnson**

Key IFB Dates:

Invitation to Bid Issued	Wednesday, February 21, 2024
Request for Clarifications Due	Thursday, February 29, 2024
Submit Bids	Thursday, March 7, 2024

NOTICE TO BIDDERS

EXPRESS LANES SUPPORT VEHICLE

Notice is hereby given that the **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, hereinafter referred to as the "Commission", will receive, no later than **2:00 P.M., on Thursday, March 7, 2024**, bids for the award of a contract for the purchase of an Express Lanes Support Vehicle.

Such Bids shall be submitted via email to ajohnson@rctc.org.

Alicia Johnson shall act as the Commission's Purchasing Analyst on this procurement.

Each bid must conform with and be responsive to this invitation, the information for bidders, the specifications, and all other pertinent contract documents.

The Commission reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any irregularities or informalities in the bids.

The Commission reserves the right to cancel or withdraw the entire IFB, or any part thereof, at any time without prior notice.

Any bidder may withdraw its bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after that time unless and until award of the contract has been delayed for a period exceeding sixty (60) days.



Alicia Johnson
Senior Procurement Analyst
Riverside County Transportation Commission

INSTRUCTIONS TO BIDDERS

EXPRESS LANES SUPPORT VEHICLE

In order to be entitled for consideration, all bids must be made in accordance with the following instructions:

1. Examination of Documents

Before submitting their bid, all bidder shall:

- a. Carefully examine all specifications.
- b. Include in their bid all required items described herein.

2. Interpretation

Should a bidder find discrepancies in, or omissions from, the specifications or be in doubt as to their meaning, it shall at once notify the Purchasing Analyst, who will send written instructions or addenda to all bidders. The Commission will not make/give oral interpretations to any bidder. All addenda issued shall be incorporated into the contract.

3. Submission of Bids

Bids shall be emailed to ajohnson@rctc.org with "IFB No. 24-31-062-00" in the subject line in accordance with the Notice To Bidders. Any bids received after the bid opening time will be returned to the bidder unopened.

4. Modifications/Medium for Submission of Bids.

No oral, telephonic or telegraphic bids or modifications shall be considered. Bids shall only be submitted via email to ajohnson@rctc.org.

5. Basis Of Award:

The Commission will award the contract to the lowest responsive, responsible bidder based on the total price indicated on the Bid Sheet.

6. Withdrawal of Bids

Any bidder may withdraw its bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after that time unless and until award of the contract has been delayed for a period exceeding sixty (60) days.

7. Notification of Bid Results; Purchase Order

Commission shall notify bidders via e-mail of the results of this IFB following bid opening. If the bid is accepted and a Purchase Order is issued to the successful bidder within sixty (60) days after bid opening, the successful bidder shall have the vehicle as specified in Exhibit "A" ready and available for pick-up by a designated representative of the Commission at a dealership located within a fifty (50) mile radius of the Commission offices located at 4080 Lemon Street, 3rd floor, Riverside, CA 92501 ("Commission Offices").

The vehicle shall be provided in accordance with the terms and conditions of the Purchase Order attached to this IFB as Exhibit "B", for the TOTAL BID PRICE listed below, and shall be available for pick-up within the timeframe specified in the Bid Form.

BID SPECIFICATIONS

EXPRESS LANES SUPPORT VEHICLE

BACKGROUND:

The Riverside County Transportation Commission currently desires to procure an Express Lanes Support Vehicle. The purpose of this bid is to solicit prices for the Commission for the vehicle listed meeting the minimum specifications set forth in Exhibit "A".

1. GENERAL PROVISIONS/CONDITIONS

A. Bid Response Mandatory Requirements

Bidders are to submit a complete written bid/proposal consisting of the following:

a. Bid Form

Bidders not submitting complete proposals meeting these requirements may be determined to be non-responsive.

B. Specified Equipment

Bidders must submit a bid on the vehicle as specified in Exhibit "A."

2. MISCELLANEOUS PROVISIONS

A. Right of Rejection

The Commission reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any irregularities or informalities in the bid.

The Commission reserves the right to cancel or withdraw the entire IFB, or any part thereof, at any time without prior notice.

B. Purchase Order Terms

The successful bidder shall have the vehicle as specified in Exhibit "A" ready and available for pick-up by the Chief Financial Officer of the Commission, or his designee at a dealership located within a fifty (50) mile radius of the Commission Offices. The vehicle shall be provided in accordance with the terms and conditions specified in Commission's Purchase Order, attached to this IFB as Exhibit "B". By submitting a bid, the successful bidder agrees to accept the terms and conditions of the Commission's Purchase Order.

C. Force Majeure

Bidders shall notify the Commission immediately of any delay in performance of specified service and shall specify in writing the proposed revised performance date as soon as practicable after notice of delay. Bidders shall not be liable for delays in performance due to causes beyond its reasonable control, but it will be liable for delays due to its fault or negligence. In the event of any excusable delay, the term of the Contract shall be extended for a period equal to the time lost by means of such delay on written approval of the Commission.

**BID FORM
EXPRESS LANES SUPPORT VEHICLE**

TO: RIVERSIDE COUNTY TRANSPORTATION COMMISSION

NAME OF BIDDER: _____

It is understood and agreed that if written notice of the acceptance of this bid is mailed, e-mailed or delivered to the undersigned within sixty (60) days after the opening of the bid, the undersigned agrees that they will be required to provide for purchase by the Commission the vehicle as specified in Exhibit "A" in accordance with the terms of the Purchase Order included with this IFB, for the TOTAL BID PRICE listed below.

The undersigned, hereby declare that we have carefully examined the bid documents for IFB No. 24-31-062-00, and all addenda, if any, and we propose to provide the vehicle specified in Exhibit "A" for the TOTAL BID PRICE as follows:

	QUANTITY	UNIT PRICE (Including Delivery to the Designated Dealership Site for Pick-Up by the Commission)	SALES TAX	TOTAL BID PRICE (Quantity X Unit Price + Sales Tax)
Toyota RAV4 Hybrid	1	\$	\$	\$

TOTAL BID PRICE: In numbers: _____

Pricing Terms

1. **Unit Price:** includes everything, including but not limited to transportation, delivery of the vehicle to the designated dealership site for pick-up by the Commission and offloading. No other costs will be considered. The vehicle must be available for pick-up at a dealership located within a fifty (50) mile radius of the Commission Offices within 5 days of the Commission's issuance of a Purchase Order.
2. **Discounts:** all applicable discounts must be factored into the unit price.
3. **Fixed Unit Price:** The price is fixed through the pick-up period.
4. **State and/or Government-Mandated Taxes and Fees:** must be included.

Legal Name of Bidder

Authorized Officer or agent

Address

Telephone number

Email Address

EXHIBIT “A”

Specifications for Toyota RAV4 Hybrid

[Specifications Attached Behind This Page]

The specific need for one vehicle capable of driving in express lanes for maintenance, testing, or general overview activities is addressed. The Toyota RAV4 Hybrid meets these requirements, ensuring suitability for the intended use.

The selected dealer is required to handle the processing of exempt plates for the vehicle. This includes ensuring all necessary documentation and procedures are completed to obtain and maintain exempt status for the plates, in accordance with relevant regulations.

Minimum Specifications:

DESCRIPTION:

- Engine: 4-cyl
- Transmission: automatic/ overdrive
- Steering: power-assisted
- Brakes: power
- Seats: cloth upholstery
- Cooling: factory standard
- Battery: factory standard
- Alternator: factory standard
- Exterior color: Grey, Silver, White
- Mirrors: factory standard
- Suspension: factory standard
- Factory items: factory-standard items
- Radio: factory standard
- Gauges: factory standard
- Fuel tank: factory standard
- Air condition: factory standard
- Wheels and tires: factory standard
- Rear bumper: factory standard
- Differential: factory standard
- Keys: 2 sets

- Locks: power
- Windows: power
- Safety features: lane changing monitoring system.
- Safety features: back-up camera - warning system
- Safety features: Blind spot monitoring
- Safety features: Forward collision warning
- Window/door configuration Power
- Blue Tooth
- Adaptive cruise control
- Alarm
- Manufacturers Warranty

EXHIBIT “B”
Purchase Order

[Purchase Order Terms and Conditions Attached Behind This Page]

Riverside County Transportation Commission General Provisions

- 1. General** As used herein the term, Commission, means the Riverside County Transportation Commission; and, the term Seller means the vendor, contractor or consultant designated on the face of this Order.
This numbered and signed Order together with any written documents, which may be incorporated by specific reference constitutes the entire agreement between the parties and supersedes all previous communications oral or written. This is the only authorization which will be recognized for charges against the Commission's account.
Each container and accompanying packing slip must clearly reference this Order number. All invoices associated with this Order must also clearly reference this Order number. Invoices that do not reference a valid Order number may be returned without payment
- 2. Inspection and Acceptance** All material and articles received under this Order are subject to final inspection and acceptance at destination notwithstanding any prior payment or prior inspection at the Seller's facilities. Commission may return at Seller's expense materials and articles damaged in shipping or delivery, or those not conforming to the specifications, samples or drawings as well as any over shipments or materials shipped in error by the Seller.
- 3. Changes** By written notice, Commission may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished by Commission. If such change causes an increase or decrease in the price of this Order or in the time required for performance, Seller or Commission shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Seller from proceeding immediately with the Order as changed.
- 4. Assignments** Neither this Order nor any interest therein nor claim hereunder may be assigned Seller either voluntarily or by operation of law, nor may all or substantially all of this Order be further subcontracted by Seller without the prior written consent of Commission. Consent by the Commission shall not be deemed to relieve the Seller of its obligation to comply fully with all the terms and conditions of this Order.
- 5. Default and Excess Reprourement Liability** Commission may terminate this Order if a federal or state proceeding for the relief of debtors is undertaken by or against Seller, or if Seller makes an assignment for the benefit of creditors, or if Seller fails, after reasonable notice by Commission to cure a deficiency in performance or lack of progress thereto, and Commission shall have such additional remedies as may be available whether or not it so terminates this agreement, including but not limited to, the payment by Seller to Commission of expenses incurred by Commission reprocurring elsewhere the same or similar items or services defaulted by Seller hereunder, provided such Seller's reprourement expense obligation shall be limited to the excess over the price specified herein for such items or services.
- 6. Termination for Convenience** Commission may terminate this Order at any time by giving written notice to Seller of such termination, effective on the date of such notice. Upon receipt of such notice, Seller shall immediately take action not to incur any further obligations, costs, or expenses under this Order, except as may be reasonably necessary to terminate its activities. All finished or unfinished documents and other materials procured or produced by Seller hereunder shall, at the option of Commission, become property upon the date of such termination.
- 7. Notice of Labor Dispute** Whenever Seller has knowledge that an actual or potential labor dispute may delay performance under this Order, Seller shall immediately notify and submit all relevant information to the Commission.
- 8. Equal Employment Opportunity** In connection with the performance of work under this Order, the Seller shall not discriminate against any employee or applicant because of race, religion, color, sex, or national origin. The Seller shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination, rate of pay, or other forms of compensation; and selection for training, including apprenticeship.
- 9. Title and Risk of Loss** Unless otherwise provided for herein, Seller shall have title and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this Order at the F.O.B. (Freight on Board) point specified herein, and upon such delivery, title shall pass from Seller and Seller's responsibility for loss or damage shall cease, except for loss or damage resulting from the Seller's negligence. Passing of the title upon such delivery shall not constitute acceptance of the item by the Commission.
- 10. Indemnity** The Seller shall indemnify, defend, and hold harmless the Commission, its member Agencies, all its officials and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property injury arising out of the performance of the work hereunder, or by any negligent act or omission of the Seller, and of the Seller's subcontractors, vendors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the Commission and its member Agencies. In lieu of any other warranty by Commission or Seller against infringement, statutory, or otherwise, the Parties agree that the Seller shall defend at its own expense any suit against Commission based on a claim that any item furnished hereunder this Order or the normal use or sale thereof infringes any United States Letters Patent or copyright, and shall pay all costs and expenses and damages finally awarded in any such suit, provided that Seller is notified in writing of the suit and given authority, information, assistance at Seller expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Seller at no expense to Commission, shall obtain for Commission the right to use and sell said item, or shall substitute an equivalent item acceptable to Commission and extend this patent indemnity hereto. The Indemnity shall survive the expiration or termination the Order or final payment thereof. This indemnity is in addition to any other rights the Commission may have under law or under this Order
- 11. Work for Hire** Any work created or produced as a part of this Order that may be defined under Section 101, Title 17, and U.S.C. will be considered "work for hire" as it pertains to ownership rights. The Seller, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with the Commission. The Seller further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Order by its suppliers, vendors or Subconsultants. Deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by Commission. The Seller shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of the Commission.
- 12. Federal State and Local Laws and Governing Law** In the performance of the work required under this Order, Seller shall comply with all Federal, California and local laws and ordinances. The validity of this Order and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.