



COUNTY *of* **VENTURA**

**COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 S. VICTORIA AVE., L#1080
VENTURA CA 93009**

REQUEST FOR BID

#6196

for

ONE (1) 2024 TOYOTA HIGHLANDER LE FWD

Issued: October 3, 2024

Due: October 23, 2024

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SECTION I
INSTRUCTIONS TO BIDDERS

This Request for Bid (RFB) has been posted on the County of Ventura Vendor VIP website for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror's responsibility to ensure that the entire RFB package, in its latest version, is reviewed prior to submittal of Bid.

1.0 DEFINITIONS:

1.0.1 "Bid" means an offer, made in response to a solicitation to perform a contract for work and labor or to supply goods at a specified price, whether or not it is considered a "sealed bid" or results in award of a contract to a single or sole source.

1.0.2 "Bidder" means a supplier who submits a bid to the County in response to a solicitation.

1.0.3 "Solicitation" means the process, by whatever name known or in whatever format used, of notifying prospective bidders that the County wishes to receive bids for furnishing goods or services.

1.0.4 "Supplier" means a business entity, bidder, offeror, vendor, or contractor.

1.0.5 "Pre-con" means a pre-construction meeting which takes place approximately 5 to 30 days after the Bid has been awarded between the chosen vendor and the County of Ventura Fleet Operations to go over the Specification in detail.

1.1 SUBMISSION OF BIDS:

1.1.1. The bid shall be due by 5:00 p.m. on the date indicated, Pacific Standard (PST). DO NOT wait until the last minute to submit your bid, the process can take several minutes. Bids not submitted by 5:00 p.m. will automatically reject.

1.1.2. Only the price submitted online will be considered. Uploaded documents with differing pricing, or pricing not specifically asked for will be discarded.

1.1.3. County reserves the right to reject any or all bids.

SECTION I
INSTRUCTIONS TO BIDDERS

1.2 EVALUATION OF BID

1.2.1 Where more than one line item is specified in the solicitation, the County reserves the right to determine the lowest responsible bidder, either on the basis of individual items, groups of Items or on the basis of all items included in its solicitation, unless otherwise expressly provided.

1.2.2 Unless otherwise specified in the solicitation, the County may accept any item or group of items of any bid unless the bidder expressly objects and conditions its response on receiving all items for which it provided a bid. In the event that the bidder so objects, the County may consider the bidder's objection and evaluate whether the award on such basis will result in the lowest price to the County or may determine in its sole discretion that such an objection is nonresponsive and renders the bidder ineligible for award.

1.2.3 All other criteria to be used in evaluating bids will be identified elsewhere in the solicitation.

1.2.4 The County reserves the right to waive any minor bid informalities or irregularities received which do not go to the heart of the bid or prejudice other bidders. The County reserves the right to reject any and all bids submitted. Conditional bids or bids which take exception(s) to the specifications may be considered non-responsive and may be rejected.

1.2.5 The County shall award to Responsible and Responsive Bidder(s).

1.3 SUBSTITUTIONS

Not applicable.

1.4 PROHIBITION OF ALTERATIONS & BID REJECTION

1.4.1 Bids which are incomplete, or which contain alterations or items not called for in the bid may be rejected. Bids submitted on forms other than those furnished by the County may not be considered.

SECTION I
INSTRUCTIONS TO BIDDERS

1.5. OBLIGATION OF BIDDER

1.5.1 Each bidder shall be presumed to have examined the bid and to be thoroughly familiar with all specifications and requirements of this bid. The failure to or omission to examine any form, instrument or document shall in no way relieve bidder from any obligation in respect to this bid. The bid will be considered an acknowledgment on the part of the bidder of familiarity with all such conditions.

1.6 BID WITHDRAWAL

1.6.1 Bids may be withdrawn online through the County of Ventura VIP portal also known as Bonfire at <https://ventura.bonfirehub.com/portal/?tab=login> prior to the exact hour and date specified for receipt of bid.

1.7 CLIENT REFERENCES

Not Applicable.

1.8 AMENDMENTS TO BID

1.8.1 If it becomes evident that this bid has to be amended, a formal amendment will be issued to bidders. If necessary, a new bid due date will be established.

SECTION I
INSTRUCTIONS TO BIDDERS

1.9 **BID CHECKLIST**

1.9.1 Bidders are to include the following information with bid response:

1. Section III, Bid Form
2. Section IV, Completed Specifications:
 - ONE (1) 2024 TOYOTA HIGHLANDER LE FWD
3. Cooperative Procurement Agreement, Attachment A.
4. Non-Collusion Affidavit, Attachment B
5. Exceptions to Specifications. Offeror must provide the complete manufacturer's specifications on item(s) being provided.

SECTION I
INSTRUCTIONS TO BIDDERS

1.10 SOLICITATION ADDENDUM (ADDENDA)

1.10.1. In the event that the solicitation is revised by an addendum, such addendums will be posted at the website at:

<https://ventura.bonfirehub.com/portal/?tab=login>

1.10.2. Price(s) offered shall reflect all addenda issued by the County. Failure to do so will permit the County to interpret the bid to include all addenda issued in any resulting contract.

1.11 ASSIGNMENT

1.11.1 This contract shall not be assignable by the contractor in whole or in part without the written consent of the County; such consent will not be unreasonably withheld.

1.12 VALIDITY OF BID

1.12.1 Unless specified elsewhere in the solicitation, the bid shall be valid for sixty (60) days following the date the response is due.

1.13 NON-RESPONSE

1.13.1 Nonresponse to a bid may automatically remove your company from the County's supplier mailing list.

1.14 QUESTIONS REGARDING BID

1.14.1 All questions concerning this Bid may be directed to Ryan Stover, Senior Buyer, under **Message** tab of Bid online at:

<https://ventura.bonfirehub.com/portal/?tab=login>.

SECTION II
GENERAL TERMS AND CONDITIONS

2.0 DELIVERIES

2.0.1 Delivery of equipment should be as specified in bidder solicitation response. The actual time shall be in calendar days based on the calculated time from the date that a purchase order issued pursuant to the award of the contract to the date of final acceptance is made by the County, i.e., when delivered in conformity with all specifications without the need for any repairs, replacement of parts, or other corrections due to any vehicle's failure to meet all ordered specifications.

2.0.2 Time is of the essence to this agreement. It is additionally understood that if the units under this bid are not provided by the bidder within the agreed time frame, that the County will incur economic and other potential damages if awardee fails to timely deliver any vehicle. With regard to any vehicle ordered pursuant to this request, the computation of time will commence on County's issuance of any purchase order and end when each unit is completed and accepted free of defects. See **NOTICE OF POTENTIAL LIABILITY FOR FAILURE TO TIMELY PERFORM** on page 9, below.

2.0.3 If the success bidder is delayed in completing the units and delivery thereof because of any changes in the contract requested by Ventura County Fleet Operations, or due to any default, act or omission of the County, or because of fires, strikes, acts of God, the inability to obtain materials, equipment, or labor necessary for the manufacture of the units due to Federal Government restrictions arising out of the national defense; then in each such case, time for delivery shall be extended for such periods as may be agreed upon in writing by the County and the success bidder.

2.0.4 In the event that a delay occurs in delivery because of the foregoing conditions, the County may waive any and all damages that may have accrued to the date of actual delivery by entering into a written agreement amending this contract after agreeing with the successful bidder on a reasonable extension of the time of delivery.

2.1 FOB

2.1.1 All deliveries shall be F.O.B. Destination: Ventura, CA. The bidder shall be responsible for all freight claims.

SECTION II
GENERAL TERMS AND CONDITIONS

2.2 ABILITY TO PERFORM

2.2.1 Bidders must have a record of quality service and on-time delivery of the required quantities.

2.3 REFERENCE CHECKS

2.3.1 The County may make reference checks and obtain financial ratings of all bidders, joint venture partners or subcontractors in order to determine responsibility. Submission of a bid shall be consent to any and all reference checks.

2.4 INVOICING

2.4.1 Prices quoted in the bid shall exclude all applicable Sales or Use Taxes. The County is subject to State and local sales tax.

2.4.2 Invoices will be sent to the mailing address indicated on the Purchase Order, or in some cases may be submitted online through Vendor Self Services (VSS).

2.4.3 The County does not pay interest on late payments.

2.5 INSURANCE

2.5.1 Not Applicable.

2.6 CASH DISCOUNT

2.6.1 Bids offering a cash discount of 30 days or more are awarded on the net dollar value – assuming the County will earn and deduct the discount.

2.7 COMMUNICATIONS – VERBAL

2.7.1 Any oral communications from the County concerning the Bid are not binding on the County and shall in no way excuse the Bidder of obligations as set forth in the Bid, unless the Bid has been formally amended.

SECTION II
GENERAL TERMS AND CONDITIONS

2.8 COOPERATIVE PROCUREMENT AGREEMENT

2.8.1 Offeror may indicate on his Proposal Form that they will extend all prices, terms, and conditions of his proposal to any other public agency located in Ventura County. Offeror's agreement or failure to agree to the "Cooperative Procurement" agreement will **not** be a factor in award of proposal. All piggyback agreement with other agencies will be separate from and unrelated to any entered into hereunder by the County and the Successful Offeror(s). The County will incur no responsibility, financial or otherwise, for contracts made by the Successful Offeror(s) and other public agencies. **Attachment A.**

2.9 DEFAULT BY VENDOR

2.9.1 The County of Ventura reserves the right to cancel this order if goods are not delivered as directed and within the time specified. In case of default by the vendor, the County of Ventura may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price names in the contract or purchase order and actual cost hereof to the County of Ventura. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agency/Procurement Services Manager.

2.10 FAILURE TO PERFORM

2.10.1 In the event the vendor fails to perform in accordance with the terms of the purchase order within the time specified, if any, or if no time is specified, within a reasonable time after placement of this order as determined by the Purchasing Agent/Materials Manager, he may, by written notice, cancel this purchase order or accept the goods and, in either event, may hold the vendor liable for any damages or detriment caused County by reason of failure to perform in accordance with these conditions. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent/Materials Manager.

SECTION III
BID FORM AND SPECIFICATIONS

ITEM	DESCRIPTION	QTY	UNIT COST	EXTENDED COST w/out tax
#1	ONE (1) 2024 TOYOTA HIGHLANDER LE FWD	1	\$_____	\$_____

Sealed bids will be received by the Ventura County Purchasing Agent until **5:00 p.m. Wednesday, October 23, 2024** at <https://ventura.bonfirehub.com/portal/?tab=login>

Discount for payment of invoice within 30 days of receipt is _____ % or \$ amount

Bid prices to remain firm for 60 days.

DELIVERY: _____ Calendar days after receipt of order

All questions concerning this Bid may be directed to Ryan Stover, Senior Buyer, under **Message** tab of Bid online at:
<https://ventura.bonfirehub.com/portal/?tab=login>.

The right is reserved to reject any or all bids.

Cliff Chroust, Chief Procurement Officer
County of Ventura
800 S. Victoria Ave.
Ventura, CA 93009

SECTION III
BID FORM AND SPECIFICATIONS

BY: _____

COMPANY: _____

SIGNED: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TITLE: _____

PHONE: _____

FAX: _____

DATE: _____

EMAIL: _____

FED TAX ID #: _____