

## **1. INTRODUCTION AND INSTRUCTIONS**

### **1.1. INTRODUCTION**

The Metropolitan Water District of Southern California (Metropolitan) is soliciting bids from Suppliers who can supply Metropolitan with Material Alliance (MAP) AUTOMOTIVE & VEHICLE TIRES, RELATED PRODUCTS AND ON-CALL TIRE & REPAIR SERVICE. This Request For Bid (RFB) describes the products and delivery services required; requirements for bid submission; and the Supplier selection criteria. Proposals submitted in response to this RFB **must** meet all of Metropolitan's requirements, as specified in this RFB document to be eligible for consideration.

Metropolitan, a California public agency, supplies water to 27 member agencies, which have approximately 15 million people living within a 5,200 square-mile service area. Existing Metropolitan facilities include the 242 mile-long Colorado River Aqueduct with five pumping plants, a distribution system having seven functional reservoirs, five water filtration plants, 43 pressure control structures, 15 power plants, and approximately 775 miles of large diameter pipelines.

### **1.2. MATERIAL ALLIANCE PROGRAM - DEFINITION**

The Metropolitan Material Alliance Delivery **Program** concept is one whereby the Metropolitan Requisitioner orders an item Material Alliance. The program is highlighted by the shift of responsibility of the warehouse function from Metropolitan's warehouse to the Suppliers warehouse where those supplies required under a specific Metropolitan contract are housed for delivery within a specified time frame. The items covered under the Material Alliance Delivery Programs are no longer available through Metropolitan's Central Stores and **must** be ordered directly from the Supplier responsible for the actual warehousing and material management of the commodity. Since items are available for next-day delivery, Metropolitan will no longer have to maintain large quantities of in-house supplies.

The successful Supplier **must** provide Metropolitan with a Material Alliance Delivery Program which allows Metropolitan's Requisitioners to order Contract Items directly from the Supplier for next day delivery. The program covers all of Metropolitan's departments and locations. The initial term of the agreement is for a one-year period. Metropolitan may, at its option, extend this agreement for three additional one-year periods. The successful supplier must have a physical location within the vicinity of Metropolitan's Gene Camp on the Colorado River.

### **1.3. METROPOLITAN BID DOCUMENTS**

**This Request for Bid is contained in two volumes:**

#### **VOLUME 1    PROGRAM REQUIREMENTS**

- 1. INTRODUCTION & INSTRUCTIONS**
- 2. PROGRAM STATEMENT OF WORK SERVICES**
- 3. MATERIAL ALLIANCE DELIVERY - OVERVIEW**
- 4. PRICING REQUIREMENTS**
- 5. SUPPLIER BID SUBMITTAL REQUIREMENTS**
- 6. CONTRACT TERMS AND CONDITIONS**
- 7. ATTACHMENTS**

**VOLUME 2 BID SUBMITTAL FORMS**

1. METROPOLITAN BID DOCUMENTS
2. BIDDERS CHECKLIST
3. PRIME SUPPLIER INFORMATION SHEET, ATTACHMENT P
4. SUBCONTRACT SUPPLIER INFORMATION SHEET, ATTACHMENT S
5. REVIEW OF PROGRAM REQUIREMENTS, ATTACHMENT PR
6. REQUIRED RESPONSE TO SUPPLIER REQUIREMENTS, ATTACHMENT SR
7. PRIME SUPPLIER REFERENCE SHEETS - ATTACHMENT R
8. SUBCONTRACT SUPPLIER REFERENCE SHEETS - ATTACHMENT RS
9. EMERGENCY RESPONSE PLAN - ATTACHMENT E
10. CIVIL ACTIONS - ATTACHMENT CA
11. ACCEPTANCE OF TERMS & CONDITIONS - ATTACHMENT K
12. MBE/WBE PARTICIPATION REPORT, ATTACHMENT MBE
13. BID PRICING SHEETS

**1.4. INSTRUCTIONS TO BIDDERS**

**1.4.1. Program Scope**

This Request for Bid (RFB) describes the products and delivery services required; requirements for bid submission; and the Supplier selection criteria. Bids submitted in response to this Request for Bid **must** meet all of Metropolitan's requirements, as specified in this RFB document to be eligible for consideration. For the purpose of this Request for Bid, the words Bidder and Supplier shall be used interchangeably and read to be the same. When a statement is presented with the term "**must**", this should be read to mean a mandatory requirement of responsiveness. Failure to meet these mandatory requirement will result in a non-responsive bid.

**1.4.2. Program Schedule**

Figure 1 provides a summary schedule for the implementation of processes required by this contract.

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Program Phase												
Order Form												
Publish Catalog												
• -Disk												
• -CD ROM												
Web Catalog												
On Line Desktop Order System												
EDI												

FIGURE 1: IMPLEMENTATION SCHEDULE METROPOLITAN AUTOMOTIVE & VEHICLE - TIRES, RELATED PRODUCTS AND SERVICE MATERIAL ALLIANCE PROGRAM

**1.4.3. Key Request For Bid Action Dates**

Table 1 lists the key RFB action dates each bidder **must** meet.

<b>ACTION</b>	<b>DATE</b>
<b>BID ISSUED</b>	<b>November 20, 1997</b>
<b>BID QUESTIONS DUE</b>	<b>December 03, 1997</b>
<b>MANDATORY PRE BID CONFERENCE</b>	<b>December 04, 1997</b>
<b>BID SUBMITTAL</b>	<b>December 18, 1997</b>
<b>ESTIMATED PROJECT START UP</b>	<b>January 01, 1998</b>

TABLE 1. KEY RFB ACTION DATES.

**1.4.4. Bid Package**

Bidders should review this Request for Bid package upon receipt to ensure that you have in your possession the entire RFB Package. This RFB document contains all necessary instructions that each bidder should follow with care. A public bid opening will be held at **11:00 A.M. on December 18, 1997**, in the Purchasing Offices at the address listed herein.

**1.4.5. Bidder's Responsibility**

In order for a Bidder to complete this bid document all bidder's **must**:

1. Carefully read the entire RFB;
2. Attend the mandatory Pre Bid Conference;
3. Ask questions and submit all required responses by the required date and time;
4. Ensure that all procedures and requirements of this RFB are accurately followed and appropriately addressed;
5. Include the required submittals with your bid response.

**1.4.6. Bid Format**

Responses to the bid **must** follow the format specified in Section 5, SUPPLIER BID SUBMITTAL REQUIREMENTS. All responses should be typewritten, concise, straight forward, and **must** fully address each bid requirement and provide all information requested. Although not a substitute for complete written responses, additional material such as trade documents may be referenced in any response and should be included in a section titled "Additional Supplier Information". All responses **must** follow the order specified in this bid document and be identified by section number. **Bids submitted via FAX will not be accepted.**

**1.4.7. Bid Submittal**

The Bid **must** be valid for a period of 150 days from the Bid closing date. Bids may not be withdrawn by Bidders after submission date and all Bids become the sole property of Metropolitan.

Each Bidder **must** submit four (4) copies of their bid response, consisting of three (3) copies and one (1) original and the required Manufacturer's Catalogs. The original **must** be clearly marked "ORIGINAL" and contain original signatures where required.

Bids **must** be submitted in a sealed envelope, showing Bidder's name, bid number and date and time of bid opening. Metropolitan has included an envelope with the solicitation that Bidders **may** use in place of a mailing label when submitting their bids. This will identify the bid when it is submitted to Metropolitan's Procurement offices.

All bid submittals **must** be received by Metropolitan's Purchasing and Stores Branch at the exact address listed below. **No allowance will be made for delays in the US mail, consumer mailing**

**services, or Metropolitan's internal mail service.** Bids will be time stamped prior to the 11:00 A.M., closing time, unless otherwise instructed. Submittals received after this time and date will be considered late, and will not be opened or considered for evaluation and will be returned unopened pursuant to California Government Code section 53068.

**All Bids must be directed to:**

Metropolitan Water District of Southern California  
Procurement and Material Management Branch  
Manager of Procurement and Materials Management  
Attention: RFB No. MAP-9530B  
AUTOMOTIVE & VEHICLE TIRES, RELATED PRODUCTS AND SERVICE  
Two California Plaza  
29th Floor, Room 29-065  
350 South Grand Avenue  
Los Angeles, California 90071

**1.4.8. Bidders Conference - Mandatory Attendance**

**1.4.8.1. Bidders Conference**

Metropolitan has scheduled a Suppliers conference for **11:00 A.M., December 04, 1997**, in Conference Room 2904, on the 29th Floor, at the address listed above.

The Purpose of the Bidder's Conference is to familiarize Suppliers with Metropolitan's requirements, to answer questions on the Bid, the technicalities of the Scope of Work and explain in detail Metropolitan's Material Alliance Delivery Program. **Attendance at this conference is mandatory. Metropolitan will not accept bids from Suppliers who do not attend this mandatory pre-bid conference. Each Bidder must note:**

- The room will be available at 10:30 AM. Metropolitan does not validate parking.
- The meeting starts promptly at 11:00 AM, **Bidders arriving after this time will not be admitted.** Bidders should allow one hour to park and locate the meeting room.
- Metropolitan will close the door to the meeting room at exactly 11:00 AM.
- A list of eligible Bidders will be announced at the meeting.

**1.4.8.2. Bidders Conference Questions**

Bidders having questions regarding this Request For Bid and the specifications and requirements contained herein, **must** submit them in writing by **December 03, 1997**. Metropolitan will provide answers to these questions submitted by this date at the pre-bid conference. Questions will be permitted at the pre-bid conference. Responses to any questions either received in writing or posed at the pre-bid conference will be published and distributed to all prospective Bidders. All written Pre-Bid Conference questions **must** be directed to the address listed above.

**Inquiries concerning this document and Metropolitan's bidding procedures should be directed to Grace Hiromoto, Senior Buyer, by phone: (213-217-7604); FAX: (213-217-7648).**

**1.4.9. RFB Evaluation Criteria**

Responses to this RFB will be evaluated as a total bid. The award, if made, will be to a single supplier determined by Metropolitan to be the lowest responsive, responsible bidder. Metropolitan will apply the following elements in determining responsiveness and responsibility.

To determine the lowest, responsive and responsible bidder(s) Metropolitan will:

1. Evaluate all bids to determine those bidders who are responsive to all of Metropolitan's requirements as specified in this document and have the responsibility (capability) to perform the services and deliver the products required.
2. Review the statement of qualifications and references provided by the Bidder. The selected Bidder **must** demonstrate in their Bid response that they have the available staff necessary to successfully provide Metropolitan's Material Alliance Program requirements. The Bidder **must** also have experience, as listed in their bid response, in providing the types of products and services requested in this bid.
3. Confirm mandatory attendance at the Pre-Bid Conference.
4. Evaluate completeness in providing all information requested in this RFB.
5. Determine the accuracy and completeness in the Bid Pricing Forms (Providing a price for every item), leaving no blank spaces.
6. Confirm that no exceptions to Metropolitan's Terms and Conditions have been taken.

#### 1.4.10. Method of Award

The contract will be awarded to the supplier who submits the lowest total cost for the program over the entire four (4) years of the contract and is determined to be **responsive** and **responsible**.

The low bid will be evaluated on the calculations made by adding the total Contract Items for year one and the escalated totals for years 2, 3, and 4 to provide an extended price for the four years of the contract. (Escalation applies to Contract Items only.) Prompt payment discounts, as specified in Attachment B-P4 will be applied to this extended price (for evaluation purposes only), and the final extended price calculated. Metropolitan assumes that all invoices are paid within the discount term (all discounts are taken). All discounts for catalog services shall remain firm throughout the contract period.

After evaluating and verifying the apparent low bid, concluding all conferences and other discussions, Metropolitan will notify the low Bidder in writing as to their selection status.

Metropolitan's decision shall be final and there shall be no obligation on the part of Metropolitan to provide justification for its decision.

#### 1.4.11. Metropolitan's Options

Metropolitan reserves the following options:

1. The right to award in total.
2. The right to reject all partial bids.
3. The right to reject any or all bids or make no award.
4. The right to issue subsequent request for bids.
5. The right to approve or disapprove the use of particular subcontractors and /or suppliers.
6. The right to waive any informality or irregularity in the bidding process and any bids.

#### 1.5. CHANGES OR ALTERNATIVES

The Supplier shall not change any wording in this bid document. Any explanation or alternatives offered shall be submitted in a letter attached to the front of the Supplier's bid documents. Alternatives that do not substantially comply with Metropolitan's specifications will not be considered. Language or negation or limitation of any rights, remedies, or warranties provided by

law will not be considered part of the bid. Bids offered subject to conditions or limitations may be rejected.

**1.6. CONTRACT EXTENSION TO OTHER GOVERNMENTAL AGENCIES**

At the request of Metropolitan, Supplier **must** offer to other governmental agencies the prices and price structure provided to Metropolitan. All requirements and arrangements of other agencies regarding specifications, purchase orders, invoices and payments shall be made directly with successful Supplier. Metropolitan shall not warrant any additional use of this contract by such agencies.

Metropolitan makes no representation or guarantee as to any minimum quantities being purchased by Metropolitan or entities. Metropolitan will not be liable or responsible for any obligations including, but not limited to payment for any item ordered by entities.

## **2. PROGRAM STATEMENT OF WORK - AUTOMOTIVE & VEHICLE TIRES, RELATED PRODUCTS AND SERVICE**

### **2.1. TIRE CLASSIFICATION**

Tires covered by this specification shall be furnished in the following groups and applications.

GROUP	APPLICATION
I	Passenger Cars, all types, sizes and ply rating
II	Light Truck, all types, sizes and ply rating
III	Medium/Large Truck, Bus and Trailer, all types, sizes and ply rating
IV	Industrial and Farm, all types, sizes and ply rating

### **2.2. TIRE SPECIFICATIONS AND STANDARDS**

All tires bid shall be on the current Federal Specification Qualified Products List, and shall be of equal or better quality than the original equipment tire. All tires offered shall be, at a minimum, in compliance with all current federal specifications and the Department of Transportation standards.

All tires furnished shall be pneumatic and shall contain anti-oxidants and anti-ozonates of a quality to provide standard commercial resistance to weathering in all geographical areas of California.

All tires shall be designed for use in normal highway service on freeways, mountain and desert roads, and city streets without special speed limitations.

All tires within Groups I, II, and III shall comply with Federal specification ZZ-T-381Q. All tires within Group IV shall comply with Federal specification ZZ-T-1619B and ZZ-T-410E.

Tires shall meet the following National Highway Traffic Safety Administration Quality Grading:

- a. Traction: A
- b. Temperature: B
- c. Quality Grading: No. 420 or greater for tread wear

Manufacturer's standard highway type treads shall be furnished, except when otherwise specified. Military tread designs shall not be furnished.

Tread depth shall be in accordance with the applicable requirements of Federal Specification ZZ-T-381Q, for the size of tire furnished.

Each tire shall be marked in compliance with Section 574, Title 49, of the Code of Federal Regulations. Each tire shall have a permanently affixed identification mark molded into both sidewalls which shall include, but not be limited to the following information:

- a. Manufacturer's name, brand name, or trademark.
- b. Actual number of piles in sidewall and tread area, including breaker strips.
- c. Load range or ply rating

- d. Serial or code number
- e. Tubeless, when applicable
- f. Ply material, both sidewall and breaker strip

Balance limits shall be in accordance with applicable requirements of Federal Specification ZZ-T-381Q, for the size of tire furnished.

All tires bid shall be those tires regularly delivered in substantial quantities to the original equipment manufacturers (O.E.M.).

### 2.2.1. Group I: Passenger Car

Passenger car tires shall meet or exceed the original equipment manufacturers (O.E.M.) product line having a minimum rating of 420-A-B for all season radial tires.

Specification Based on Uniform Tire Quality Grade (UTQG)

Minimum Tread Wear:	420/greater
Minimum Traction:	A
Minimum Temperature:	B
Tread Pattern:	All season with M+S imprinted on tire
Construction:	Tubeless Radial Ply Polyester cord body with minimum of two (2) steel belts under tread.

### 2.2.2. Group II: Light Truck Tires

Note No UTQG exists for light truck and medium over the highway truck tires.

Light Truck Tires Designated: LT

Construction;	Tubeless Radial Ply Polyester Cord Body, 2 steel belt under tread
Tread Design:	All season, all position stamped M+S on side wall
Tread Depth:	11/32
Load Range:	C or greater
Mileage:	60,000 mile warranty

Note: Actual load range and size of tire to be determined by vehicle manufacture recommendation imprinted on each vehicle.

### 2.2.3. Group III: Medium/Large Truck, Bus and Trailer

Premium Radial Truck Tire: A generic term accepted by major truck tire manufacturers to be a tire of conforming dimensions and generally compatible in mixed brand applications. All tires delivered shall be of original equipment or better quality.

Premium Radial Casing:	Steel ply radial body 3 steel belts under tread
Premium Tread:	Highway all position 16/32

Load Range Drive 28/32  
Trailer 12/32  
Regrovable marked on casing  
G

**2.2.4. Group IV: Farm and Industrial Tires (Tires for mounting on agricultural type equipment)**

Within this group shall comply with federal specification ZZ-A-1619B and Industrial tires within this group shall comply with Federal specification ZZ-T-410E.

**2.2.5. Group V: Forklift And Scooter Tires**

All tires delivered shall be of original equipment or better quality.

**2.2.6. Inner Tubes:**

Inner tubes shall meet all design, materials, construction, performance and quality requirements of Federal Specification ZZ-I-550.

**2.3. DEFECTIVE TIRES/WARRANTY REQUIREMENTS:**

The Manufacturer's published "lifetime" and/or "road hazard" guarantee(s) offered to the retail trade for tires and inner tubes shall apply to the corresponding tires and inner tubes offered to the District.

Warranty Replacements: The maximum allowable number of returns resulting from the defects or road hazards failure shall not exceed 1.00% of the total tires purchased. Contract usage reports as required in this RFB and warranty reports required by Section 3.19.4 -Reports will be utilized to cumulatively tabulate the Warranty Replacement percentage. If the above percentage is exceed, the District may invoke the Rights and Remedies of the District for Default (Section 6 Contract Terms and Conditions) of this Request for Bid.

Tires found to be defective in the field because of design or manufacturing defects will be returned, within 5 days of discover defect the contractor for adjustment credit. A copy of supplier's completed adjustment form for every tire returned to the supplier for credit shall be sent to the contract administrator. The adjustment form **must** show tire size, type of defect and credit allowed. This form is required in addition to the accounting copies required by Metropolitan for credit return. For tires accepted by the supplier as defective, Metropolitan shall receive credit in direct proportion to the amount of unused tread remaining and the Metropolitan contract price of the new tire. Metropolitan **must** receive credit within 30 days in a format to be specify.

**2.4. TRADE-IN/WASTE TIRES**

The successful supplier shall be responsible for removing all trade-in and /or waste tire casings from each Metropolitan location once each month, or as required. The successful bidder shall credit Metropolitan for each retreadable casing at the rate to be specified in Bid Pricing Sheet BP-1.

Pick-up of all trade-in/waste tire casings by the successful supplier is a mandatory requirement of this bid document. Bid packages which do not offer this service will be considered non-responsive.

The successful supplier **must** dispose of all trade-in/casings, tires and tubes in accordance with California's waste tire management and recycling regulations covered in "Barclays California Code of Regulations", Register 96, Nos. 18-19, 5-10-96, Page 806.40-806.52..

## **2.5. ON CALL TIRE REPAIR SERVICE**

The successful bidder shall provide On Call Tire Repair Service, as requested by Metropolitan. This Service shall consist of furnishing service trucks, fully equipped, operated, maintained, and service personnel necessary to perform tire service for passenger vehicles, light, medium, and heavy trucks/equipment at Metropolitan garages. Metropolitan operates eight (8) vehicle service garages throughout the Southern California area which are listed on Attachment M.

The contractor shall furnish On Call Tire Repair Service only upon receipt a request from a duly authorized Metropolitan representative, Metropolitan reserves the right to select a truck with One(1) Tire Repair Service person or Two (2) Tire Repair Service personnel.

The personnel are to be furnished within a maximum of eight business hours (8) after request and can be required for eight (8) hours per day.

### **2.5.1. Services Required**

On Call Tire Repair Service Personnel shall perform, but not be limited to the following:

1. Static and dynamic wheel balancing;
2. Tire and tube mounting and dismounting for all sizes of tires and wheels;
3. Repair flat tire, including valve stems, flaps, and patching (combination of plug and patch repair- **must** seal the inner liner and fill the injury to be considered permanently repaired;
4. Install lug nuts, valve caps, and wheel weights;
5. Tire and wheel replacement on all Metropolitan's vehicles.

### **2.5.2. Broken Studs**

The successful bidder shall report vehicles with broken studs or related malfunctioning parts for repair to the O & M Supervisor Equipment Maintenance Group by telephone within 24-48 hours.

### **2.5.3. Protective Clothing**

The Supplier **must** provide their personnel with OSHA Industry approved work and protective uniforms, in accordance with the General Industry Safety Orders and the Branch's General Service Safety Procedure. This shall include steel-toe shoes and safety glasses. Protective clothing shall be worn at all times while performing work for Metropolitan.

### **2.5.4. Safety**

Supplier employees **must** adhere to the safety procedures as defined in the General Industry Safety/Orders and the Department's General Service Division Safety Procedure. Supplier personnel will be issued a copy of said documents. The Supplier's employees and supervisors **must** be able to communicate effectively with Department personnel.

**2.6. COMPLIANCE WITH CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD**

The successful bidder **must** provide documentation showing they conform to the California Integrated Waste Management Board (CIWMB) requirements for *Tire Hauler Registration* and *Waste Tire Facility Permitting*, in accordance with Title 14, Division 7, Chapter 6 of the California Code of Regulations entitled "Permitting of Waste Tire Facilities and Waste Tire Hauler Registration". This program which became law on January 1, 1994, requires that every person who transports tires **must** hold a valid Waste Tire Hauler Registration, maintain a waste tire manifest, and that all Minor and Major waste tire facilities in California have a permit from CIWMB, or be excluded from permit requirements.