



May 23, 2019

City of Boynton Beach
Attn: Michael Dauta, Acting Purchasing Manager
3301 Quantum Boulevard
Boynton Beach, FL 33435

RE: 031-1412-19/MFD, Annual Supply of Aftermarket Automotive Parts, Accessories and Supplies
Bid Opening: May 28, 2019, 10:00 AM EDT

Dear Michael,

O'Reilly Auto Parts thanks you for inviting us to provide a response for bid 031-1412-19/MFD for the City's Annual Supply of Aftermarket Automotive Parts, Accessories and Supplies. Enclosed you will find our prepared response. Should you chose O'Reilly as your supplier, please send me an award notification. We look forward to hearing from you.

O'Reilly noted exceptions in the following sections:

Page 3, Scope of Bid – Changed "prices" to "discounts"

Page 9, Liability – Reworded

Page 9, Purchasing Agreements with Other Government Agencies – Reworded

Page 10, Warranty Requirements – Revised to show Manufacturer's Warranty

Page 10, Prices, Terms and Payment – Changed "prices" to "discounts"

O'Reilly offers free delivery with most in-stock items delivered within 1 hour ARO and most non-stock items delivered within 1-2 business days. O'Reilly also offers a prompt payment discount program with payment terms at 2% 10 net 20.

Respectfully,

Roaen T.W. Barron

Senior Bid Analyst

Phone: 417-829-5879

Fax: 417-874-7199

rbarron8@oreillyauto.com

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

Any questions relative to any item(s) or portion of this bid should be directed to Michael Dauta, Acting Purchasing Manager, E-mail: dautam@bbfl.us

SCOPE OF BID: The purpose of this bid is to secure a source for aftermarket parts, accessories and supplies for the City's fleet and equipment. Aftermarket parts, accessories and supplies to include but are not limited to filters, fluids, bulbs, wipers and fuses. The aftermarket parts, accessories and supplies will be ordered on an "AS NEEDED BASIS". The initial term of the agreement will be for two (2) years and may be renewed at the same discounts, terms and conditions for three (3) additional one-year periods contingent upon satisfactory performance, vendor acceptance and determination that the renewal will be in the City's best interests.

Deleted: prices

Contact: City of Boynton Beach Purchasing Services
3301 Quantum Boulevard
Boynton Beach, FL. 33435
Michael Dauta, Acting Purchasing Manager
dautam@bbfl.us

Office Hours: MONDAY – FRIDAY, 7:00 A.M. TO 4:00 P.M.

LIABILITY: The selected bidder(s) shall defend and indemnify the City of Boynton Beach, Florida, its City Commissioners, agents, servants and employees from and against claims and suits arising out of personal or bodily injury, or damage to property arising from the negligence, gross negligence, or willful misconduct of the bidder's in the delivery of parts as contemplated by this Contract. The City shall notify the bidder within ten (10) days of receipt by the City of any claim, suit or action against the City arising from the negligence, gross negligence, or willful misconduct of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, reasonable attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: This bid may be expanded to include other governmental agencies upon mutual agreement between the bidder and the another government agency within Palm Beach County, Florida. In some cases, Cooperative Purchasing Agreement exists or an Interlocal Agreement for joint purchasing exists between the City of Boynton Beach and the other public agency. All bidders submitting a response to this Invitation to Bid agree that such response may, upon mutual agreement, be extended to ALL POLITICAL SUBDIVISIONS OF PALM BEACH COUNTY, FLORIDA, and the Palm Beach County School Board, under the same conditions, for the same price(s) and the same effective period as this bid. This agreement in no way modifies any existing agreements with other Political Subdivisions of Palm Beach County, Florida without the express written agreement of such agency. This agreement in no way restricts or interferes with the right of **ANY POLITICAL SUBDIVISION OF PALM BEACH COUNTY, FLORIDA,** and the Palm Beach County School Board, to re-bid any or all items. It is hereby made a part of this Invitation to Bid that the submission of any bid in response to this advertised request may be under the same conditions, for the same Contract discount, and for the same effective period as this bid, to the PALM BEACH COUNTY SCHOOL BOARD.

AWARD OF CONTRACT: The low monetary bid will **NOT** in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

AS SPECIFIED: A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.

DELIVERY: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.

Deleted: hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall

Deleted: , save harmless and undertake the defense of

Deleted: any and all

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Deleted: , actions, damages, or causes of action

Deleted: during the term of this Contract, for any

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Deleted: and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein

Deleted: directly or indirectly

Deleted: operations

Deleted: also constitutes a bid

Deleted: constitutes a bid made

Deleted: price

**ADDRESS: WAREHOUSE
222 NE 9TH AVENUE
BOYNTON BEACH, FL 33435**

WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and equipment, shall be subject to the manufacturer's warranty. The warranty will be the same as that offered to the commercial. ~~Warranty will cover parts, labor and any necessary shipping. Warranty to start at the time of acceptance by the City.~~

PRICES, TERMS AND PAYMENT: Firm discounts shall be quoted, typed or printed in ink, and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Upon delivery, the City shall make final inspection. If this inspection shows that the equipment/service has been delivered/performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. Final payment due the bidder shall be withheld until visual inspection is made and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days. If any equipment/service has to be rejected for any reason, the bidder shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City. Warranty repairs may be accomplished on City property if space is available; this will be at the discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the bidder, unless such loss or damages have been proven to be the result of negligence by the City.

- A. **TAXES:** Do not include State or Federal taxes. Not applicable to municipalities.
- B. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
- C. **DISCOUNTS:** Will be considered in determining the lowest net cost.
- D. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- E. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

~~Deleted: guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer~~

~~Deleted: trade and shall be honored by any of the manufacturer's authorized dealers~~

~~Deleted: Warranty repairs may be accomplished on City property, if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property.~~

~~Deleted: ; however, in cases where vehicles or equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time~~

~~Deleted: The period of warranty delay will be coordinated by Procurement Services.~~

~~Deleted: prices~~

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- D. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.

LIABILITY: The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.

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AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

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