

# City of Broken Arrow



## INVITATION TO BID

**Bid Number: 17.121**

Ambulance Cots with accessories

## SUBMIT PROPOSALS

**By 3:30 p.m. (Local Time) November 22<sup>nd</sup>, 2016 to:**

**The City of Broken Arrow Purchasing Division  
P.O. Box 610  
1700 W. Detroit (East Building)  
Broken Arrow, Oklahoma 74013  
(918) 259-8361**

**Bid Openings Are Held at the Broken Arrow Operations Office Building  
485 North Poplar, Conference Room C107  
Broken Arrow, Oklahoma 74012**

**ALL BIDS MUST BE TURNED IN BY THE ABOVE STATED TIME AND TO THE ABOVE STATED ADDRESS. ANY BID NOT RECEIVED AT THE ABOVE ADDRESS ON OR BEFORE THE STATED TIME WILL BE REJECTED. THERE ARE NO EXCEPTIONS.**

**Local time shall mean the time indicated on the Purchasing Division's computers as set by "Coordinated Universal Time -6 hours"**

**Bidders Are Expected to Examine the Solicitation, Statement of Work, Specifications, Instructions, And All Amendments. Failure to do so will be at the Bidder's Risk.**

**All Manufacturers, Suppliers or Contractors Are Encouraged to Bid.**

## Ambulance Cots with accessories

The City of Broken Arrow invites sealed bids for Ambulance Cots with accessories, in accordance with the provisions, specifications and bidding instructions set forth in this invitation for bid. Bids will be received by the Purchasing Division at **1700 W. Detroit**, Broken Arrow, Oklahoma, November 22<sup>nd</sup>, 2016 until 3:30 p.m. local time. Bids will be publicly opened and read aloud on November 23<sup>rd</sup>, 2016 at 10:30 a.m. at the Broken Arrow Operations Office Building, 485 North Poplar, Conference room C107 Broken Arrow, OK **Late bids will not be considered.**

**To be considered, your bid must be submitted on a copy of this Invitation to Bid.** Bidders shall sign this form in the space provided on the "Terms" and "Signature Sheet" and return bid documents to: The City of Broken Arrow, Purchasing Division, 1700 W. Detroit. If mailed, mail to P.O. Box 610, Broken Arrow, Oklahoma 74013. **Bid documents must be returned in a sealed envelope.** Mark outside of an envelope with Invitation for Bid Number **17.121** and opening date of bid (**November 23<sup>rd</sup>, 2016**).

### GENERAL PROVISIONS FOR INVITATION TO BID

See Exceptions & Amendments to  
ITB 17.121 submitted herewith

#### GP-1 Definitions

- (a) ITB means Invitation to Bid
- (b) Release means purchase order issued against the specified contract
- (c) Solicitation means an Invitation to Bid
- (d) City means the City of Broken Arrow

#### GP-2 Explanation to Bidders

Bidders who need clarifications shall contact the Purchasing Division or the individual shown on the ITB. Oral explanations or instructions given before bid opening will not be binding. Any information given to a bidder concerning a solicitation will be provided promptly to all other bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other bidders.

#### GP-3 Type of Contract

This is a firm fixed price contract for immediate delivery and definite quantities for the supplies/services specified. Should this contract be for indefinite quantities it will be so stated in the contract.

#### GP-4 Preparation of Bids

- (a) Bidders are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the bidder's risk.
- (b) Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink, and signed. Penciled bids will not be accepted. The person signing the bid shall initial erasures or other changes.
- (c) Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- (d) Unit price shall be entered on the form provided or a copy thereof.
- (e) If the supplier wishes to bid "all or none" this must be clearly shown on the bid.
- (f) Recipients of this solicitation not responding with a bid shall return only the "Statement Of No Interest"

#### GP-5 F.O.B. Destination

All deliveries shall be F.O.B. Destination, Freight Prepaid. Destination shall mean the receiving dock located at 1700 W. Detroit, Broken Arrow, Oklahoma 74012 or other point specified within the City of Broken Arrow as specified in the purchase order. The City of Broken Arrow assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until

accepted by authorized City of Broken Arrow personnel. The successful supplier shall be responsible for filling, processing and collecting all damage claims.

#### **GP-6 Amendments to Invitation to Bid**

- (a) If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- (b) Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment with the bid documents

#### **GP-7 Oral Agreements**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or the resulting contract. The Purchasing Division must make all modifications to the contract in writing.

#### **GP-8 Submission, Modification, or Withdrawal of Bids**

- (a) Bids and bid modifications shall be submitted on proper forms and in sealed envelopes or packages addressed to the Purchasing Division, P.O. Box 610, Broken Arrow, Oklahoma 74013 or if hand delivered, deliver to the office of the Purchasing Division, 1700 W. Detroit, Broken Arrow, Oklahoma. The outside of the envelope or package shall show the opening date and time, the ITB number, and the name and address of the bidder.
- (b) The Purchasing Division will open sealed bids at the time and place specified.
- (c) Any bid received in the Purchasing Division after the exact time specified for receipt will not be considered.
- (d) Bids may be withdrawn or modified by written notice if received no later than forty-eight hours before the bid opening time and date.

#### **GP-9 Bid Compliance**

The City of Broken Arrow reserves the right to reject any bid that does not comply with the requirements and specifications of the ITB. **A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the ITB or limit the bidder's liability to the City.**

#### **GP-10 Evaluation and Award**

- (a) The City shall evaluate bids in response to this solicitation and will award a contract to the bidder whose bid is determined to be the lowest responsive, responsible bid.
- (b) The City may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.
- (c) The City reserves the right to accept by item, groups of items or by the total bid.
- (d) The City may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

#### **GP-11 Notice of Award**

Notice of award letter or purchase order resulting from this ITB will be furnished to each successful bidder and shall result in a binding contract without further action by either party. It shall be the successful bidder's responsibility to reproduce and distribute copies to all authorized dealers listed in your bid response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of the Purchasing Division.

#### **GP-12 Termination of Contract**

- (a) This contract can be canceled by the supplier for just cause with a thirty (30) day written request and upon written approval from the Purchasing Division.

- (b) The City may cancel with just cause upon written notification to vendor
- (c) Immediate cancellation shall be administered when violations are found to be an impediment to the function of the City and detrimental to its cause, or when conditions preclude the 30 day notice.
- (d) If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

#### **GP-13 Extension of Contract**

The City may extend the term of this contract up to ninety (90) days if mutually agreed upon by both parties in writing.

#### **GP-14 Ordering**

Any supply and/or service to be furnished under this contract shall be ordered with issuance of written purchase orders or other approved means by the City. There is no limit to the number that may be issued. Delivery to multiple destinations may be required. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

#### **GP-15 State and Federal Taxes**

Purchases by the City of Broken Arrow are not subject to any sales tax or Federal Excise tax. Exemption letters will be furnished upon request.

#### **GP-16 Contractor Invoices**

- (a) The vendor shall be paid upon submission of proper invoices to Accounts Payable, P.O. Box 610, Broken Arrow, Oklahoma 74013 at the prices stipulated on the contract. Invoices shall contain the contract number (if applicable) and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, invoices and receive payment. If the bidder wishes to ship or provide service from a point other than the address listed on the face of the bid, he will furnish a list of these locations. No ordering or invoicing will be done at these locations.
- (b) In cases of partial delivery, the City may at its option make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

#### **GP-17 Prompt Payment Discounts**

Discounts for prompt payment will not be considered in the evaluation of offers; however, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

#### **GP-18 Gratuities**

The right of the successful bidder to perform under this contract may be terminated by written notice if the Purchasing Division determines that the successful bidder, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the City to obtain a contract.

#### **GP-19 Bid Conformity**

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contract requirements.

## **GP-20 Warranty**

The successful bidder agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are addition to and do not limit any rights afforded to the City by any other clause of this contract.

## **GP-21 Conflict of Interest**

The Invitation to Bid hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose with the bid the name of any officer, director or agency that is also an employee of the City of Broken Arrow or any of its agencies. Further, all suppliers must disclose the name of any City Official or City Employee who owns, directly or indirectly, any interest of twenty-five percent (25%) or more in the suppliers firm or any of it's branches.

## **GP-22 Patents and Royalties**

The supplier, without exception, shall indemnify and save harmless the City of Broken Arrow and its employees from liability of any nature or kind, including cost and expense for or on account of any copyrighted, patented, or process, or article manufactured or used in the performance of the contract including its use by the City of Broken Arrow. If the supplier uses any design, device or materials covered by letters, patent, copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from such design, device, or materials in any way involved in the work.

## **GP-23 Immigration Compliance**

### **I. Contractor:**

- a. has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 ( Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”); and
- b. has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the Contractor’s employees; and
- c. has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
- d. has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Contractor for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.

- II. Contractor will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorneys fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Contractor’s failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph I above.

## Specifications

The following specifications are intended to define the level of quality and performance of the requested equipment and not to be restrictive. Equipment offered shall be of equivalent dimensions, quality and performance. Bidder offering other equipment shall submit, with their bids, an itemized comparison with this specification documenting equivalence for dimensions, quality and performance. The offered equipment shall provide the following features as noted hereinafter.

### The Following Are Minimum Requirements

#### INTENT OF SPECIFICATIONS

It is the intent of these specifications to secure six (6) new current year, manufactured Ambulance Cots with accessories, and to trade in six (6) used Ambulance cots. Complete per the following specifications to include all manufacturers' standard equipment for the City of Broken Arrow EMS Division.

#### I. Scope of Work/Services

The intent and purpose of this Invitation for Bid is to establish a contract with a qualified firm to provide all labor, materials and equipment necessary to deliver six (6) Stryker Power-Pro Model 6506 Ambulance Cots with accessories, New, No Substitute, as requested for the City of Broken Arrow, in accordance with the enclosed general terms, conditions and specifications.

##### A. General Requirements:

1. The cots must be a Stryker Power-Pro Model 6506 Ambulance Cot with accessories, New, No Substitute. Cot's will be the manufacturer's latest current production and include all accessories as outlined below. Cots must be fully assembled and ready to operate before being accepted by the City. The cots must conform to all applicable Federal and State Standards. The manufacturer's plate and tag with model and serial number must be on the units, cots and accessories will be bid as a complete assembly.

Complies with this section Yes  No

2. Descriptive literature shall be furnished to substantiate the details specified in the bid.

Complies with this section Yes  No

##### 3. Accessories:

The following accessories shall be integrated and combined to the Six (6) Stryker Power-Pro Model 6506 Ambulance cots to create a complete unit. Cots shall be delivered as a complete unit with all accessories attached and operational. No Exception.

- a. Part No. 6500-128-000, Head End Storage Flat

- b. Part No. 6500-147-000, Equipment Hook
- c. Part No. 6500-130-000, Pocketed Backrest Storage Pouch
- d. Part No. 6500-317-000, Dual 3 Stage IV Pole (On Patient Right and Left)
- e. Part No. 6085-046-000, Retractable Head Section O2
- f. Part No. 6506-040-000, XPS
- g. Part No. 6506-127-000, Power-LOAD Compatible
- h. Part No. 6500-082-000, Knee-Gatch/ Trendelenburg
- i. Part No. 6506-038-000, Steer Lock

Complies with this section Yes  No \_\_\_\_\_

4. The successful bidder will be responsible for delivery of the cots to the City of Broken Arrow for inspection and acceptance. The successful bidder shall notify the City within five business days prior to the actual delivery date. Delivery location of cots will be City of Broken Arrow Purchasing, 1700 West Detroit Broken Arrow, OK 74012 Attention: Pat Harrison, 918-259-7367.

Complies with this section Yes  No \_\_\_\_\_

5. Cot warranty shall be as supplied by the manufacturer, Stryker Corporation. Standard warranty will be against defects in materials and workmanship beginning on the actual in service date with the county. Warranty shall begin when the City of Broken Arrow receives the cots.

Complies with this section Yes  No \_\_\_\_\_

**B. Trade-in**

1. The City of Broken Arrow will be trading-in six (6) used Stryker Power Pro XT model 6500s. The serial numbers for trade-ins are:

- 1) 080941037
- 2) 080941038
- 3) 080941039
- 4) 080941040
- 5) 080941041
- 6) 080341079

2. Bidders should include the amount of credit offered for each cot traded-in within their bid.

3. Trade-in units will be available for shipment once the City of Broken Arrow has taken delivery of the new cots following purchase.

Complies with this section Yes  No

**End of Specifications**



**PROPOSAL SHEET**

**THIS SHEET MUST BE COMPLETED AND ACCOMPANY BID**

**Bid Number: 17.121**

Item Number	Quantity	Description	Unit Price	Total Bid Amount
1	6 ea.	Ambulance cots w/acces.	\$ <u>18,516.42</u>	\$ <u>111,098.52</u>
Trade-In's				
2	1 ea.	Ambulance Cots Ser. # 080941037	\$ <u>2500.00</u>	\$ <u>2500.00</u>
3	1 ea.	Ser. # 080941038	\$ <u>2500.00</u>	\$ <u>2500.00</u>
4	1 ea.	Ser. # 080941039	\$ <u>2500.00</u>	\$ <u>2500.00</u>
5	1 ea.	Ser. # 080941040	\$ <u>2500.00</u>	\$ <u>2500.00</u>
6	1 ea.	Ser. # 080941041	\$ <u>2500.00</u>	\$ <u>2500.00</u>
7	1 ea.	Ser. # 080341079	\$ <u>2500.00</u>	\$ <u>2500.00</u>
				Total credit \$ <u>15,000.00</u>
				Total with credit \$ <u>96,098.52</u>

List Delivery Time 12 weeks from time of order

Year/Make/Model: Current production model - Model 6506 Power-PRO XT, 2017 year

Warranty: 2 years PLT, 3 Years limited power train warranty

Nearest Parts and Service Location: Stryker Service Tech will service product onsite - travels from Fort Smith, AR  
Back-Up: EMSAR, will service onsite as well - travels from Moore, OK

**Additional Optional Equipment**

The following list represents the additional equipment options that may be ordered under this contract.  
Bidder shall furnish with their bid, the price to be added/deducted from the base bid for each of the following options:

None

**BID AFFIDAVIT**

The following affidavit is to accompany the bid:

STATE OF: Texas

COUNTY OF: Texas

Will Miller, Sales Regional Manager, of lawful age, being first duly sworn, on oath says: 1. (X)he is the duly authorized agent of Stryker Sales Corporation, Medical Div, the offeror submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among offerors and between offerors and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached; 2. (X)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such bid; and 3. neither the offeror nor anyone subject to the offeror's direction or control has been a party: a. to any collusion among offerors in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b. to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor c. in any discussions between offerors and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X [Signature]  
Will Miller, Sales Regional Manager

Subscribed and sworn to before me this 16 day of November 2016

My Commission Expires: 09/10/2018 [Signature]  
Notary Public (or Clerk or Judge)



**THIS BID IS INVALID IF NOT SIGNED BY AUTHORIZED AGENT AND NOTARIZED**

**INTEREST AFFIDAVIT**

The following affidavit is to accompany the bid:

STATE OF: Texas

COUNTY OF: Texas

Will Miller, Sales Regional Manager, Of lawful age, being first duly sworn, states that ~~x~~(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:  
NONE

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X [Signature]  
Will Miller, Sales Regional Manager

Subscribed and Sworn to before me this 16 day of November 2016

My Commission Expires: 09/10/2018 [Signature]  
Notary Public



**THIS BID IS INVALID IF NOT SIGNED BY AUTHORIZED AGENT AND NOTARIZED**

**Terms and Signature Sheet**

Indicate length of time requires, in calendar days, for delivery/completion after notification of award (oral or written), as this may be a factor in making an award. \_\_\_\_\_ Calendar days.

**All prices shall be F.O.B. Destination: Location shown within bid documents under the heading GP-5 or as may be stated on the purchase order or verbal instructions given at time order is placed.**

In compliance with this invitation for bid number 17.121 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

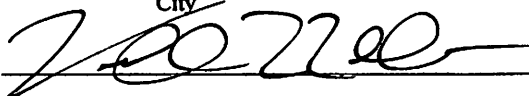
My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of **only** the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

**Complete Legal Name of Bidder:**

Stryker Sales Corporation, through its Medical Division Date: November, 2016  
Company Name

Address: 3800 E. Centre Avenue, Portage Michigan 49002  
City State Zip Code

Signature:  Official Title: Sales Regional Manager

Please print or type name clearly: Will Miller

Telephone Number: 925-765-7628 Fax Number: \_\_\_\_\_

Federal Tax ID Number: 38-2902424

**NOTARY PUBLIC: IRINA BELOV  
STATE OF TEXAS  
COUNTY OF TRAVIS**

DATE: 11/16/16

SIGN: 



**THIS BID IS INVALID IF NOT SIGNED BY AUTHORIZED AGENT AND NOTARIZED**

**EXHIBIT to Exceptions & Amendments to ITB**

Ambulance Cots with accessories  
**CITY OF BROKEN ARROW – Red-Lines/Strike-Out by**  
**Stryker Sales Corporation**

**GENERAL PROVISIONS FOR INVITATION TO BID**

**GP-1 Definitions**

- (a) ITB means Invitation to Bid
- (b) Release means purchase order issued against the specified contract
- (c) Solicitation means an Invitation to Bid
- (d) City means the City of Broken Arrow

**GP-2 Explanation to Bidders**

Bidders who need clarifications shall contact the Purchasing Division or the individual shown on the ITB. Oral explanations or instructions given before bid opening will not be binding. Any information given to a bidder concerning a solicitation will be provided promptly to all other bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other bidders.

**GP-3 Type of Contract**

This is a firm fixed price contract for immediate delivery and definite quantities for the supplies/services specified. Should this contract be for indefinite quantities it will be so stated in the contract.

**GP-4 Preparation of Bids**

- (a) Bidders are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the bidder's risk.
- (b) Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink, and signed. Penciled bids will not be accepted. The person signing the bid shall initial erasures or other changes.
- (c) Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- (d) Unit price shall be entered on the form provided or a copy thereof.
- (e) If the supplier wishes to bid "all or none" this must be clearly shown on the bid.
- (f) Recipients of this solicitation not responding with a bid shall return only the "Statement Of No Interest"

**GP-5 F.O.B. Destination**

All deliveries shall be F.O.B. ~~Destination~~Origin with all shipping and insurance costs, including any special deliveries paid by Bidder. , Freight Prepaid. Destination shall mean the receiving dock located at 1700 W. Detroit, Broken Arrow, Oklahoma 74012 or other point specified within the City of Broken Arrow as specified in the purchase order. In the event of damaged, lost or missing shipments, Bidder will provide the following remedies at the option of the City: (a) promptly issue a full credit of the purchase price to City; or (b) promptly ship replacement product. City has ten (10) business days from the date of delivery in which to inspect the Product(s) and to accept or reject such products. The City of Broken Arrow assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by authorized City of Broken Arrow personnel. The successful supplier shall be responsible for filing, processing and collecting all damage claims.

### **GP-6 Amendments to Invitation to Bid**

- (a) If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- (b) Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment with the bid documents

### **GP-7 Oral Agreements**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or the resulting contract. The Purchasing Division must make all modifications to the contract in writing.

### **GP-8 Submission, Modification, or Withdrawal of Bids**

- (a) Bids and bid modifications shall be submitted on proper forms and in sealed envelopes or packages addressed to the Purchasing Division, P.O. Box 610, Broken Arrow, Oklahoma 74013 or if hand delivered, deliver to the office of the Purchasing Division, 1700 W. Detroit, Broken Arrow, Oklahoma. The outside of the envelope or package shall show the opening date and time, the ITB number, and the name and address of the bidder.
- (b) The Purchasing Division will open sealed bids at the time and place specified.
- (c) Any bid received in the Purchasing Division after the exact time specified for receipt will not be considered.
- (d) Bids may be withdrawn or modified by written notice if received no later than forty-eight hours before the bid opening time and date.

### **GP-9 Bid Compliance**

The City of Broken Arrow reserves the right to reject any bid that does not comply with the requirements and specifications of the ITB. **A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the ITB or limit the bidder's liability to the City.**

### **GP-10 Evaluation and Award**

- (a) The City shall evaluate bids in response to this solicitation and will award a contract to the bidder whose bid is determined to be the lowest responsive, responsible bid.
- (b) The City may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.
- (c) The City reserves the right to accept by item, groups of items or by the total bid.
- (d) The City may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

### **GP-11 Notice of Award**

Notice of award letter or purchase order resulting from this ITB will be furnished to each successful bidder and shall result in a binding contract without further action by either party. It shall be the successful bidder's responsibility to reproduce and distribute copies to all authorized dealers listed in your bid response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of the Purchasing Division.

### **GP-12 Termination of Contract**

- (a) This contract can be canceled by the supplier for just cause with a thirty (30) day written request and upon written approval from the Purchasing Division.

(b) The City may cancel with just cause upon written notification to vendor

~~(b)~~(c) Upon receipt of notice of cancellation, Bidder/Supplier shall have thirty (30) days to cure any alleged default under this contract.

~~(e)~~(d) Immediate cancellation shall be administered when violations are found to be an impediment to the function of the City and detrimental to its cause, or when conditions preclude the 30 day notice.

~~(d)~~(e) If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

### **GP-13 Extension of Contract**

The City may extend the term of this contract up to ninety (90) days if mutually agreed upon by both parties in writing.

### **GP-14 Ordering**

Any supply and/or service to be furnished under this contract shall be ordered with issuance of written purchase orders or other approved means by the City. There is no limit to the number that may be issued. Delivery to multiple destinations may be required. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

### **GP-15 State and Federal Taxes**

Purchases by the City of Broken Arrow are not subject to any sales tax or Federal Excise tax. Exemption letters will be furnished upon request.

### **GP-16 Contractor Invoices**

- (a) The vendor shall be paid upon submission of proper invoices to Accounts Payable, P.O. Box 610, Broken Arrow, Oklahoma 74013 at the prices stipulated on the contract. Invoices shall contain the contract number (if applicable) and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, invoices and receive payment. If the bidder wishes to ship or provide service from a point other than the address listed on the face of the bid, he will furnish a list of these locations. No ordering or invoicing will be done at these locations.
- (b) In cases of partial delivery, the City may at its option make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

### **GP-17 Prompt Payment Discounts**

Discounts for prompt payment will not be considered in the evaluation of offers; however, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

### **GP-18 Gratuities**

The right of the successful bidder to perform under this contract may be terminated by written notice if the Purchasing Division determines that the successful bidder, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the City to obtain a contract.

### **GP-19 Bid Conformity**

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contract requirements.

## **GP-20 Warranty**

The successful bidder agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are addition to and do not limit any rights afforded to the City by any other clause of this contract. \_

This Agreement shall be subject to Stryker's standard warranty provisions and damage limitations, as set forth below: WARRANTY: Any warranties provided by Company with respect to a given product are as described in the labeling accompanying units of that product on purchase as per Stryker's Standard Terms and Conditions. COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO INSTANCE WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

## **GP-21 Conflict of Interest**

The Invitation to Bid hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose with the bid the name of any officer, director or agency that is also an employee of the City of Broken Arrow or any of its agencies. Further, all suppliers must disclose the name of any City Official or City Employee who owns, directly or indirectly, any interest of twenty-five percent (25%) or more in the suppliers firm or any of it's branches.

## **GP-22 Patents and Royalties**

The supplier, without exception, shall indemnify and save harmless the City of Broken Arrow and its employees from liability of any nature or kind, including cost and expense for or on account of any copyrighted, patented, or process, or article manufactured or used in the performance of the contract including its use by the City of Broken Arrow. If the supplier uses any design, device or materials covered by letters, patent, copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from such design, device, or materials in any way involved in the work.

Intellectual Property Infringement: If a third party claim is made or an action brought alleging that a Product provided to City by Bidder hereunder infringes a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, Bidder will defend City against such claim and will pay resulting costs and damages finally awarded, and attorney's fees, provided that (i) City promptly notifies Bidder in writing of the claim, (ii) Bidder maintains sole control of the defense and all related settlement negotiations, and (iii) City cooperates in such defense at Bidder's expense. Bidder shall have no liability regarding any infringement claim arising out of: (1) use of a Product in violation of it instructions for use; (2) use of a Product in combination with non-Bidder provided part or product, if the infringement was caused by such use or combination; or (3) any modification or derivation of a Product not specifically authorized in writing by Bidder. Without limiting City's rights and remedies under this Section, if Bidder believes that a Product supplied to City is likely to be determined to be an infringement or misappropriation of a patent, copyright, trademark, trade secret, or other proprietary right, Bidder shall, at its option and expense, either: (i) procure for City the right to continue using the Product; (ii) modify or replace the Product to make it non-infringing and functionally equivalent to the infringing Product; or (iii) with City's written consent, not to be unreasonably withheld, refund the price paid, upon return of the Product(s)."



## GP-23 Immigration Compliance

### I. Contractor:

- a. has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 ( Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”); and
- b. has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the Contractor’s employees; and
- c. has verified the employment eligibility for all employees hired on or after July ~~1, 2008~~14, 2014, being the effective date of Bidder’s E-Verify Certification #800392) through DHS’s E- Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
- d. has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Contractor for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.

- II.** Contractor will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorneys fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Contractor’s failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph I above.

3800 E. Centre Ave  
Portage, MI 49002  
269 323 7700  
stryker.com



**Exceptions and Amendments to Invitation to Bid #17.121  
City of Broken Arrow, Oklahoma  
[Ambulance Cots with Accessories]**

**Stryker Sales Corporation, acting through its Medical division** ("Stryker") hereby respectfully requests that the **ITB #17.121** by the **City of Broken Arrow** be amended or modified as set forth below.

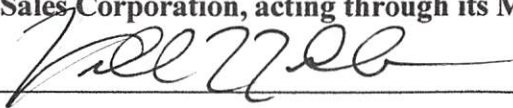
- 1. GENERAL PROVISIONS FOR INVITATION TO BID:** Stryker takes exception to several paragraphs and issues contained within the General Provisions of ITB #17.121, and requests that the General Provisions be amended and modified as set forth in the **red-line/strike-out** document which is attached as an Exhibit hereto and incorporated herein by reference.

Except as provided herein, all other terms, conditions and provisions of **ITB #17.121** by the **City of Broken Arrow** shall remain in full force and effect.

This Amendment may be executed and delivered in multiple counterparts, including via facsimile or Adobe Acrobat or ".pdf" format, each of which shall be deemed to be an original, and all such counterparts shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto have caused this document to be executed by their duly authorized corporate officers or representatives.

**Stryker Sales Corporation, acting through its Medical Division**

By:   
Name: Will Miller  
Title: Sales Regional Manager  
Date: November 16, 2016

**STATEMENT OF NO INTEREST**

**Bid Number: 17.121**

**IF YOU DO NOT INTEND TO SUBMIT A BID, RETURN THIS FORM IMMEDIATELY**

The Purchasing Division of the City of Broken Arrow wishes to keep its vendor list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

**If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you no longer supply this commodity/service, and your name will be removed from this bidders list.**

We undersigned have declined to submit a bid on commodities or services outlined in the attached bid documents.

Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below)

Specifications are unclear (explain below)

We are unable to meet specifications Not Applicable

Insufficient time to respond to bid

Our schedule would not permit us to perform

We are unable to meet bond requirements

We are unable to meet insurance requirements

We do not offer this product or service

Remove us from your vendor list for this commodity or service

Other (specify below)

**Remarks:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Signed: \_\_\_\_\_

Print or Type Name of Person Signing: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NOT APPLICABLE