

(This is not an order.)

Buyer: Lauren Drake 216-664-2627 ldrake@city.cleveland.oh.us

CITY OF CLEVELAND

Division of Purchases & Supplies 601 Lakeside Avenue Room 128 Cleveland OH 44114 Requestor: Lisa Melhuish 216-664-6017 Imelhuish@clevelandohio.gov

Procurement Folder RFB No.			RFB Description					
49364 RFB 6004 20240000000546			De	Demo Dose Medications				
RFB Closing	g Date/Time		De	partment/Divisio	n Public Bid Open	ing Date/Time		
October 04, 20	024 3:00 PM			6004	4, 2024 3:00 PM			
CHEDULE	OF EVENTS							
		Event Description			Event Date			
Group/ Line#				Item Quantity UOM	Service Dates	Catalog Discount		
	Item# 06-93-11 2ml	19 Demo Dose Adenosin (Adenocra	d) 6mg/	100.00000 / EA				
Strength: 6 Ship To:	mg/2 mL				Vendor Response			
Volume: 2 1 Strength: 6								
Ship To:					Vendor Response			
	Ems Headqua		Unit Price		Extension	Delivery Days		
1701 Lake	Ems Headqua	aners	\$	\$		Day(
	OH 44114							
Group/ Line#		Commodity Description		Item Quantity UOM	Service Dates	Catalog Discount		
	Item# 06-93-15 Bromide	02 Demo Dose Alb Sulfate/Ipratrop	pium	100.00000 / BOX				
Volume: 3 1 Strength: 2.	s of 5) Class: Broncho	06-93-1502 - Demo Dose Simulated	d Albuter	rol Sulfate/Ipratropiu	im Bromide - Quantity	= 100 boxes of 30 units/		
30 units/box	Ship To:			Vendor Response				
					Vendor Response			
Ship To: Cleveland	Ems Headqua Ems Headqua		L	Jnit Price	Vendor Response Extension	Delivery Days		

 1701 Lakeside Ave. Cleveland, OH 44114
 3
 1

 Group/ Line#
 Commodity Description UOM
 Item Quantity/ UOM
 Service Dates
 Catalog Discount

 1/3
 Item# 06-93-1108 Demo Dose Amiodaron Cordaron 50mg mL 3mLl
 50.00000 / EA
 50.00000 / EA
 50.00000 / EA

Item# 06-93-1108 MFG# 06-93-1108 - Demo Dose Amiodaron Cordaron 50mg mL 3mL - Quantity = 50

Therapeutic Class: Antiarrhythmic



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9364 RFB 6004 20240000000546		000546	Demo Dose Medications				
RFB Closing Date/Time			Department/Divisi	on Public Bid Ope	ning Date/Time		
ctober 04, 2024 3:00 PM			6004	October	04, 2024 3:00 PM		
Volume: 3 mL		I					
Strength: 50 mg/mL				Maria Dana ang			
Ship To:				Vendor Response			
Cleveland Ems Heado			Unit Price	Extension	Delivery Days		
Cleveland Ems Heado 1701 Lakeside Ave.	uarters	\$		\$	Day(
Cleveland, OH 44114							
Group/	Commodity Description	on	Item Quantit	y/ Service	Catalog		
Line#	· ·		UOM	Dates	Discount		
1 / 4 Item# 06-93-	9026 Demo Dose Bottle of	Aspirn 81mg	10.00000 /				
			EA				
prevent heart attacks, str Therapeutic Class: NSAI Dosage: 81 mg	stration of this salicytate. Use okes, and chest pain (angina). D		nd reduce fever or ir	flammation. It is somet	imes used to treat or		
Teach the proper admini- prevent heart attacks, stru- Therapeutic Class: NSA	okes, and chest pain (angina).		nd reduce fever or ir	flammation. It is someti Vendor Response	imes used to treat or		
Teach the proper adminiprevent heart attacks, structure Therapeutic Class: NSAI Dosage: 81 mg 100/Bottle	okes, and chest pain (angina). D		nd reduce fever or ir Unit Price		Delivery Days		
Teach the proper adminiprevent heart attacks, structure Therapeutic Class: NSAI Dosage: 81 mg 100/Bottle Ship To: Cleveland Ems Heado Cleveland Ems Heado	bkes, and chest pain (angina).			Vendor Response	Delivery Days		
Teach the proper adminiprevent heart attacks, structure Therapeutic Class: NSAD Dosage: 81 mg 100/Bottle Ship To: Cleveland Ems Heado Cleveland Ems Heado 1701 Lakeside Ave.	bkes, and chest pain (angina).			Vendor Response Extension	Delivery Days		
Teach the proper adminiprevent heart attacks, structure Therapeutic Class: NSAI Dosage: 81 mg 100/Bottle Ship To: Cleveland Ems Heador Cleveland Ems Heador 1701 Lakeside Ave. Cleveland, OH 44114	bkes, and chest pain (angina). D uarters uarters		Unit Price	Vendor Response Extension	Delivery Days		
Teach the proper adminiprevent heart attacks, structure Therapeutic Class: NSAD Dosage: 81 mg 100/Bottle Ship To: Cleveland Ems Heado Cleveland Ems Heado 1701 Lakeside Ave.	bkes, and chest pain (angina).			Vendor Response Extension	Delivery Days		
Teach the proper admini- prevent heart attacks, stru- Therapeutic Class: NSAI Dosage: 81 mg 100/Bottle Ship To: Cleveland Ems Heado Cleveland Ems Heado 1701 Lakeside Ave. Cleveland, OH 44114 Group/ Line#	bkes, and chest pain (angina). D uarters uarters	s Dn	Unit Price	Vendor Response Extension \$ y/ Service	Delivery Days Day(Catalog		
Teach the proper admini- prevent heart attacks, stru- Therapeutic Class: NSAI Dosage: 81 mg 100/Bottle Ship To: Cleveland Ems Heado Cleveland Ems Heado 1701 Lakeside Ave. Cleveland, OH 44114 Group/ Line#	D D uarters uarters Commodity Descriptic	s Dn	Unit Price	Vendor Response Extension \$ y/ Service	Delivery Days Day(Catalog		
Teach the proper adminiprevent heart attacks, structure Therapeutic Class: NSAI Dosage: 81 mg 100/Bottle Ship To: Cleveland Ems Heador Cleveland Ems Heador 1701 Lakeside Ave. Cleveland, OH 44114 Group/ Line# 1 / 5 Item# 06-93-	D D uarters uarters D Commodity Description 1902 Demo Dose 10mL Atro 06-93-1902 Demo Dose Pref	opin Injection	Unit Price Item Quantit UOM 50.00000 / EA ACLS Syringe (need	Vendor Response Extension \$ y/ Service Dates le Free) 10MmL, Atrop	Delivery Days Day(Catalog Discount in Injection - Quantity = 5		
Teach the proper adminiprevent heart attacks, structure Therapeutic Class: NSAI Dosage: 81 mg 100/Bottle Ship To: Cleveland Ems Heador Cleveland Ems Heador 1701 Lakeside Ave. Cleveland, OH 44114 Group/ Line# 1 / 5 Item# 06-93-	D D uarters uarters Commodity Descriptic 1902 Demo Dose 10mL Atro	opin Injection	Unit Price Item Quantit UOM 50.00000 / EA ACLS Syringe (need	Vendor Response Extension \$ y/ Service Dates le Free) 10MmL, Atrop	Delivery Days Day Day Catalog Discount in Injection - Quantity = 5		
Teach the proper adminiprevent heart attacks, structure Therapeutic Class: NSAI Dosage: 81 mg 100/Bottle Ship To: Cleveland Ems Heador Cleveland Ems Heador 1701 Lakeside Ave. Cleveland, OH 44114 Group/ Line# 1 / 5 Item# 06-93- Item# 06-93-1902 Mfg# Stock simulation crash cr	Demo Dose 10mL Atro 06-93-1902 Demo Dose Prefarts and run Advanced Cardio rringe	opin Injection	Unit Price Item Quantit UOM 50.00000 / EA ACLS Syringe (need	Vendor Response Extension \$ y/ Service Dates le Free) 10MmL, Atrop	Delivery Days Day(Catalog Discount in Injection - Quantity = 5		
Teach the proper adminiprevent heart attacks, structure Therapeutic Class: NSAI Dosage: 81 mg 100/Bottle Ship To: Cleveland Ems Heador Cleveland Ems Heador 1701 Lakeside Ave. Cleveland, OH 44114 Group/ Line# 1 / 5 Item# 06-93- Item# 06-93-1902 Mfg# Stock simulation crash complete Needle-free, pre-filled sy Resembles real ACLS sy	Demo Dose 10mL Atro Commodity Descriptic 1902 Demo Dose 10mL Atro 06-93-1902 Demo Dose Prefarts and run Advanced Cardic rringe ringe	opin Injection	Unit Price Item Quantit UOM 50.00000 / EA ACLS Syringe (need	Vendor Response Extension \$ y/ Service Dates le Free) 10MmL, Atrop	Delivery Days Day(Catalog Discount in Injection - Quantity = 5		
Teach the proper admini- prevent heart attacks, stru- Therapeutic Class: NSAI Dosage: 81 mg 100/Bottle Ship To: Cleveland Ems Heador Cleveland Ems Heador 1701 Lakeside Ave. Cleveland, OH 44114 Group/ Line# 1 / 5 Item# 06-93- Item# 06-93-1902 Mfg# Stock simulation crash construction Needle-free, pre-filled sy Resembles real ACLS sy Simulated medication construction	Demo Dose 10mL Atro 06-93-1902 Demo Dose Prefarts and run Advanced Cardio rringe	opin Injection	Unit Price Item Quantit UOM 50.00000 / EA ACLS Syringe (need	Vendor Response Extension \$ y/ Service Dates le Free) 10MmL, Atrop	Delivery Days Day(Catalog Discount in Injection - Quantity = 5		
Teach the proper admini- prevent heart attacks, stru- Therapeutic Class: NSAI Dosage: 81 mg 100/Bottle Ship To: Cleveland Ems Heador Cleveland Ems Heador 1701 Lakeside Ave. Cleveland, OH 44114 Group/ Line# 1 / 5 Item# 06-93- Item# 06-93-1902 Mfg# Stock simulation crash c Needle-free, pre-filled sy Resembles real ACLS sy Simulated medication co Two-part syringe	D U Uarters Unders	opin Injection	Unit Price Item Quantit UOM 50.00000 / EA ACLS Syringe (need	Vendor Response Extension \$ y/ Service Dates le Free) 10MmL, Atrop	Delivery Days Day(Catalog Discount in Injection - Quantity = 5		
Teach the proper admini- prevent heart attacks, stru- Therapeutic Class: NSAI Dosage: 81 mg 100/Bottle Ship To: Cleveland Ems Heador Cleveland Ems Heador 1701 Lakeside Ave. Cleveland, OH 44114 Group/ Line# 1 / 5 Item# 06-93- Item# 06-93-1902 Mfg# Stock simulation crash co Needle-free, pre-filled sy Resembles real ACLS sy Simulated medication co Two-part syringe Compatible with most lu Color-coded packaging v	D D Uarters Ua	on filled Luer-lock ovascular Life Su	Unit Price Item Quantit UOM 50.00000 / EA ACLS Syringe (need ipport (ACLS) scena	Vendor Response Extension \$ y/ Service Dates le Free) 10MmL, Atrop	Delivery Days Day(Catalog Discount in Injection - Quantity = 5		
Teach the proper admini- prevent heart attacks, stru- Therapeutic Class: NSAI Dosage: 81 mg 100/Bottle Ship To: Cleveland Ems Heador Cleveland Ems Heador 1701 Lakeside Ave. Cleveland, OH 44114 Group/ Line# 1 / 5 Item# 06-93- Item# 06-93-1902 Mfg# Stock simulation crash co Needle-free, pre-filled sy Resembles real ACLS sy Simulated medication co Two-part syringe Compatible with most lu Color-coded packaging v Box is standard industry	D D Uarters Ua	on filled Luer-lock ovascular Life Su	Unit Price Item Quantit UOM 50.00000 / EA ACLS Syringe (need ipport (ACLS) scena	Vendor Response Extension \$ y/ Service Dates le Free) 10MmL, Atrop	Delivery Days Day(Catalog Discount in Injection - Quantity = 5		



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		1						
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149364 RFB 6004 20240000000546			Demo Dose Medications					
RFB Closing Date/Time				epartment/Divisi	ion	Public Bid Openi	ng Date/Time	
October 04, 2	2024 3:00 PM		6004		October 04	4, 2024 3:00 PM		
Volume: 1 Strength: (FOR INST).1 mg/mL	E ONLY. NOT FOR HUMAN O	R ANIM	AL USE.				
Ship To:					Ve	ndor Response		
Cleveland	d Ems Headquarte	ers		Unit Price		Extension	Delivery Days	
	d Ems Headquarte							
	eside Ave.		\$		\$		Day(s)	
	d, OH 44114							
Group/ Line#		ommodity Description		Item Quantit UOM	:y/	Service Dates	Catalog Discount	
	5 Item 06-93-1104 1 10% 10mL	Demo Dose Calcium Chloride Sy	ringe	50.00000 / EA				
calcium levels (e.g., neonatal tetany, tetany due to parathyroid hypocalcemia during exchange transfusions. Therapeutic Classification: Calcium Supplement Volume: 10mL Syringe Strength: 100mg/mL Ship To: Cleveland Ems Headquarters Cleveland Ems Headquarters			\$	Unit Price	Ve \$	endor Response Extension	Delivery Days Day(s)	
	eside Ave.							
Group/ Line#	d, OH 44114	ommodity Description		Item Quantit	:y/	Service Dates	Catalog Discount	
1 / 7	7 Item# 06-93-0429	Dextros 10% 250mL		100.00000 / EA				
Teach all a	aspects of IV fluid a contain water in the most popular idually ros 50 mL	3-0429 Dextros 10% 250mL Quadministration in the simulation la IV fluid types	-			on of Simulated IV F	luids.	
-	d Ems Headquarte	ars		Unit Price		Extension	Delivery Days	
	•		\$					
Cleveland Ems Headquarters					\$		Day(s)	



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RFB Closin	g Date/Time			Depa	rtment/Divisi	ion	Public Bid Openii	ng Date/Time	
October 04, 2	024 3:00 PM			6004		October 04	4, 2024 3:00 PM		
1701 Lake	eside Ave.								
Cleveland	, OH 44114								
Group/ Line#					Item Quantit UOM	t y /	Service Dates	Catalog Discount	
	1 / 8 Item# 06-93-6931 DiphenhydrAMIN Benadrl 50m 1mL			,	50.00000 / EA				
Therapeuti Volume: 1 Strength: 5 FOR INST	c Class: Antihistan mL 0 mg/mL	3-6931 - DiphenhydrAMIN Ber mine <u>E ONLY. NOT FOR HUMAN (</u>		C					
Ship To:				Vendor Response					
	Ems Headquart			Unit	Price		Extension	Delivery Days	
	Ems Headquart eside Ave.	ers	\$	\$ \$		\$		Day(s	
Cleveland	, OH 44114								
Group/ Line#	C	commodity Description					Service Dates	Catalog Discount	
1 / 9	Item# 06-93-1900 Free) 10mL, EPINEPHrin Injection	Needle	e	200.00000 / EA	,			
Stock simu Needle-free Resembles Simulated Two-part s Compatibl Color-code Box is star Complies Demo Dose Volume: 1 Strength: 0 FOR INST	lation crash carts a e, pre-filled syring real ACLS syring medication contain syringe e with most luer-ty ed packaging with ndard industry size with Needlestick S e® EPINEPHrin In 0 mL 0.1 mg/mL	ge ned in glass cartridge ype accessories standard industry colors for quid bafety and Prevention Act from (ar Life S ck, relia OSHA	Support	(ACLS) scena	arios	with updated simulate		
Ship To:				ا ما ا	Price	Ve	endor Response	Dolivory Dovo	
	Ems Headquart Ems Headquart			Unit	Price		Extension	Delivery Days	
	eside Ave.		\$			\$		Day(s)	
Cleveland, OH 44114									



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October 04, 2024 3:00 PM						6004 0		Oc	October 04, 2024 3:00 PM			
Group/ Line#	Commodity Description					Item Quantit UOM	ty/	Serv Date			Catalog Discour	
1 / 10	1 / 10 Item# 06-93-6968 Adrenaln EPINEPHrin Injection 1 mL 1mL			on 1mg	/	100.00000 / EA	,					
Teach prop arrest. Therapeuti Strength: 1 Volume: 1 FOR INST	er admini c Class: V mg/mL mL	stration o	3-6968 Adrenaln EPINEPHrin f this sympathomimetic. Used t or E ONLY. NOT FOR HUMAN (to preve	ent d	leath from anaphyl				c react	tion) or card	liac
Ship To:								dor Resp				
Cleveland		-			ι	Jnit Price		Extensior	ו	Delivery Days		iys
Cleveland 1701 Lake		•	ers	\$			\$					Day(s)
Cleveland												
Vendor Res			or Total Amount for Items	l v	Vendor Total Amount for Services Payment Discount Of					ffer		
	-	\$		\$						%		Day(s)
TERMS OF		RY										
			lelivered to the place designated	on purc	chase	e order. No other te	erms wil	l be accepta	ıble.			
Delivery of the second seco	uoted mu	ist be state	ed in terms of work days after rec	ceipt of	the o	order.						
specified	dollar amo	ount inclu	t be included within the Unit Prices sive of all shipping charges. Isidered nor processed for payme			•		C				
BIDDER A	GREES [·]	то сом	PLY WITH ALL TERMS AN	ID COI	NDI.	TIONS BELOW	AND C	N REVER	RSE SID	DE OF	THIS BID	
OTHERW ALL SHIP NO FREIC	RGES F ISE DES PING C 3HT CH	OR SHI SIGNAT HARGE ARGES	PPING MUST BE INCLUD ED BY A SEPARATE LINI	E ITEN NOR PI	и w Roq	ITH A SPECIFI	IED DO	OLLAR A	MOUN	JT IN	CLUSIVE	OF
Call Buye	r Only		estions to the Buyer (See Ab			NOT contact the	"Requ	estor." Co	ntract o	only th	e Buyer lis	sted



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RFB Closing Date/Time	ł	Department/Division	Public Bid Opening Date/Time			
October 04, 2024 3:00 PM		6004	October 04, 2024 3:00 PM			
BIDDER AGREES TO C	OMPLY WITH ALL TERMS AND	CONDITIONS BELOW AND	ON REVERSE SIDE OF THIS BID			
No Price increase						
	es not permit price increases.					
BIDDER MUST COMPL	ETE & SIGN BELOW					
NAME OF THE FIRM:						
STREET ADDRESS:						
CITY:		STATE:	ZIP CODE:			
FED ID # / SSN #:						
PHONE NO.:		FAX NO.:				
EMAIL ADDRESS:						
PLEASE PRINT CONTAC	T NAME:					
AUTHORIZED SIGNATU	RE:	DATE:				
All bids and related docum	nents must be enclosed in a sealed en	velope and marked with the RH	FB number.			
RETURN BID TO: Divisio	on of Purchases & Supplies					
601 La	akeside Ave					
	128, City Hall and, OH 44114					
Ciever	allu, UII 44114					

Effective Immediately: In accordance with Codified Ordinance 181.13 (I) the City shall receive competitive sealed bids through email. All City of Cleveland bids estimated to be less than 50K in value will be submitted and received electronically via email. All bids must be emailed to CityofClevelandbids@clevelandohio.gov. Upon receipt of your bid, you will receive a reply indicating your bid has been received.

Bidder's Instructions

See enclosed <u>Terms & Conditions.</u> Read and follow all terms and conditions of the bid.

Bids must be submitted to CityofClevelandbids@clevelandohio.gov, the Document ID Number and Buyer's Name must be identified in the email subject line. Also clearly state the Document ID Number, Bid Description, Buyer's Name and Closing Date.

Bids received after the Closing Date, Closing Time and sent to any other email address not identified in the Bidders Instruction cannot be considered.

Northern Ireland Affidavit must be completed, signed and included with each bid.

The bid must be submitted to: CityofClevelandbids@Clevelandohio.Gov

Bids received after the Closing Date, Closing Time and sent to any other email address not identified in the Bidders Instruction cannot be considered.

The bid documents must include:

□ The Document ID Number and Buyers Name in email subject line
 □ PDF File of Request For Bid Form
 □ Terms & Conditions.
 □ Northern Ireland Affidavit.

Contact the Buyer immediately at the number on the Bid Form if you do not have all the required documents.

TERMS AND CONDITIONS

- 1. <u>Acceptance of Purchase Order.</u> This Purchase Order shall be effective when Seller executes it, otherwise indicates its acceptance, or delivers to the City of Cleveland any of the goods ordered herein or renders for the City any of the services ordered herein. If this Purchase Order has been issued by the City in response to an offer, then the issuance of this Purchase Order by the City shall constitute an acceptance of such offer subject to the express condition that the Seller assent to any additional or different terms contained herein. Any additional or different terms or conditions contained in any acknowledgement of the purchase by the Seller shall automatically be deemed objected to by the City and shall not be binding upon the City unless specifically accepted by the City in writing.
- 2. <u>Entire Agreement.</u> This order, the instructions to bidders, the Request for Bid, the Bid Schedule of Items, and any specification and/or other attachments, if any, incorporated hereby by reference, constitute the entire agreement between the parties and replaces and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written with respect to such matter.
- 3. Indemnification. Seller shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from all claims, demands, liabilities, losses, suits, cause of action, judgments, costs, and expenses, including attorneys' fees, arising, occurring, or allegedly arising or occurring from the personal injury, including death, property damage, including loss of use, or otherwise, to any person or the property of any person, including third parties and employees of any party, as a result of negligent or intentional act or omission of Seller or its agents, employees, subSellers or suppliers, in the furnishing of the goods covered by this PO, or because of any imperfection or defect in said goods, or based upon any claim of product liability of strict liability in tort, or because of the failure of such goods to be in accordance with the description of such goods as may appear in any catalog, analytical information report or other technical bulletin as is furnished or used by the City, or because of the failure of such goods to be produced in compliance with the requirements of this PO.
- 4. Limit of Liability. In no event shall the City be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The City's liability on any claim arising out of or connected with or resulting from this contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.
- 5. <u>Remedies.</u> The city's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefore shall not waive any breach.
- 6. Default. Payment or acceptance of any items after the delivery date shall not constitute a waiver of the City's right to cancel this order with respect to subsequent deliveries. The City reserves the right to reasonable testing and inspection before payment or acceptance. The City's failure to inspect and accept or reject goods, materials, or articles shall not relieve Seller from liability for tender or delivery of nonconforming goods nor constitute a waiver of any of the City's rights or remedies for breach of contract. The City reserves the right to reject any or all items not in conformity with the specifications noted within this purchase order in any respect.
- 7. F.O.B. Destination. Freight terms are F.O.B. Destination, Freight Prepaid, unless otherwise approved in writing by the Commissioner of Purchases and Supplies.
- 8. Non-Assignment, Neither this contract, nor any interest herein, shall be assigned or subcontracted by the Seller except upon the prior written consent of the City.
- 9. <u>Patent, Trademark or Copyright Infringement.</u> Seller agrees to defend, entirely at its own expense, all claims, demands, and actions that may be asserted against the City for all alleged patent, trademark, and/or copyright infringement resulting from the use or resale of goods covered by the PO, and to indemnify and hold the City harmless against all costs, expenses, legal fees, and judgments related to such claims, demands, and actions.
- 10. <u>Timing</u>. Time is of the essence in this contract. Failure to deliver within the time specified shall entitle the City, in addition to any other rights or remedies, to cancel this order and purchase the goods elsewhere, in which event the Seller shall be responsible for any increase in cost.
- 11. <u>Implied Warranty</u>. In addition to its standard warranty, Seller warrants that all goods supplied will be free and clear of all liens and encumbrances, good and merchantable title being in the Seller. Upon receipt by Seller of payment, good and merchantable title will vest in the City. All goods will be free from any defects in design, materials or workmanship and will be of good and merchantable quality. All goods will conform to the City's specifications or the approved sample as the case may be, and will be fit for the known purposes for which purchased, and that Seller will not substitute
 - anything without the City's written consent.
- 12. Change Orders, No changes in the PO, its prices, terms, conditions, length, or attachments are permitted, without the City's prior written approval.
- 13. <u>Cancellation</u>. The City shall have the right to cancel this order, or any undelivered portion of this order, without cause, and its liability for such cancellation shall be limited to Seller's actual cost for work and materials applicable solely to this order that have been expected when Seller receives notice of cancellation. The City may, at its option, cancel this order without liability to Seller (except for conforming shipments the City previously accepted) if Seller (a) ceases to exist, (b) becomes insolvent, (c) becomes the subject of bankruptcy or insolvency proceedings, or (d) commits a breach in the performance of any obligation under this agreement or of any other written agreement with the City of Cleveland.
- 14. <u>Compliance with Laws</u>. Seller shall comply with all federal, state, and local laws, ordinances, rules, and regulations in the manufacture and sale of the goods and performance of the services. Seller shall defend and hold the City harmless from any losses, damages, or costs arising from or caused in any way by Seller's actual or alleged violation of any federal, state, or local law, ordinance, rule or regulation.
- 15. Access to Records: Seller shall provide access to pertinent records relative to this contract/order for a period of three (3) years after the last receipt of payment is made under this contract/order, whichever occurs last.
- 16. <u>Material Safety Data Sheets:</u> Any substance delivered as a part of this order must be properly labeled in accordance with all applicable regulations and must be accompanied by a Material Safety Data sheet (MSDS).
- 17. <u>Venue</u>. Any dispute arising under this order not disposed of by agreement shall be decided by a court of competent jurisdiction in Cuyahoga County in the State of Ohio. Pending settlement on final decision of any dispute, Seller shall proceed diligently with the performance of this order in accordance with the City's direction. The Charter and Ordinance of the City of Cleveland shall govern.
- 18. <u>Tax.</u> Buyer is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer's Tax Exemption number in acquiring such materials, without the prior issuance of a signed Tax Exemption Certificate. A Tax Exemption Certificate is available upon written request.
- 19. Documentation. Seller shall clearly mark all documentation with the applicable valid PO number.
- 20. <u>Payment Terms.</u> Payment will be made in accordance with the terms on the face of this contract, or the Seller's invoice, whichever are more favorable to the City and payment date therefore shall be calculated from the receipt of invoice or receipt or final acceptance of the goods or services, whichever is later. All claims for money due or to become due from the City shall be subject to deduction or setoff by the City by reason of any counterclaim arising out of this or any other transaction with the Seller. The acceptance by the Seller of final payment shall operate as a full and complete release of the City. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by the city. Unless otherwise stated in the PO, the terms of payment shall be net 30 days from the receipt of a proper invoice. It shall be understood that the cash discount period, if any, to the City will date from receipt by the City of acceptable goods and invoice and not from date of invoice.
- 21. <u>Insurance</u>. Unless otherwise stated in the specifications, whenever labor is involved, the Seller shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the services, materials, equipment and/or supplies provided to the City. The insure(s) must be licensed for business in the State of Ohio and maintain an A.M.Best rating of no less than A: VII or be an insurer approved by the City. The Seller shall submit all required insurance certificates to the City before commencing work. The City is to be added to each policy as an additional insured. The Seller shall notify the City in writing at least 30 days before it cancels or reduces its insurance policy or coverage and immediately upon the Company's receipt of notice from the carrier of any cancellation or reduction of the coverage or policy. Seller must demonstrate the following minimum insurance coverage in accordance with the estimated value limits: 1) <u>Purchases less than \$50,000</u>. General Liability Insurance, with a \$500,000 combined single limit. 2) <u>Purchases \$50,000 and over:</u> General Liability Insurance with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate. Automobile Liability Insurance must be in effect for any owned, hired and non-owned vehicle used in the performance of the work, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident; and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 for each accident; OR \$1,000,000 combined single limits, including bodily injury and property damage. The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Seller. The Seller's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Seller.
- 22. <u>Workman's Compensation</u>: Whenever labor is involved, the Seller shall subscribe to and comply with the Workmen's Compensation Laws of the State of Ohio and pay such premiums as may be required there under and to save the City harmless from any and all liability arising from or under said act. He shall also furnish a copy of the official certificate or receipt showing the payments herein referred to before commencing any work.
- 23. Authority to Bind. All parties to this order agrees that the representatives named herein, including in all attachments, possess full and complete authority to bind said parties.
- 24. <u>Inspection and Acceptance</u>. No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit or replacement. No goods returned as defective shall be replaced without written authorization from the Commissioner of Purchases and Supplies. Such return shall in no way affect the City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
- 25. <u>Non-appropriation of Funds</u>. As with any other public entity, an Agreement, Contract, or issuance of Purchase Order by the City is contingent upon the legal availability of funding and the allocation of said funds. The City reserves the right to cancel any ongoing Agreement, Contract, or Purchase Order immediately, by giving written notice to the Seller, in the case of a failure by the appropriating body to appropriate funds or funding for the specific project, commodity or service.
- 26. Equal Opportunity. This Agreement is a "contract", and the Seller is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976. During the term of this Purchase Order, the Seller shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunity Clause, Section 187.22(b) C.O., and herein made a part of this Agreement by reference. A complete copy of the Equal Opportunity Clause is available at the City of Cleveland website.

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

Each bidder and/or appropriate parties should complete the <u>DISCLOSURE</u> and submit it with the bid, if possible. If not submitted with the bid, it must be completed and submitted to the Commissioner of Purchases and Supplies prior to any contract being awarded by the City. If a bidder or appropriate parties fail to complete and submit it, they shall not be eligible for a contract award.

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all Contractors and any Subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any Contractor or Subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the Contractor or Subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two years.

CHECK WHICHEVER IS APPLICABLE:

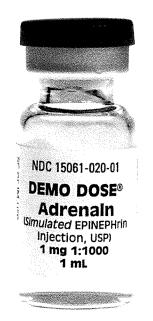
A. () The undersigned or any controlling shareholder,* subsidiary, or parent corporation of the undersigned is NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph A. is checked, proceed to the signature line.)

B. () The undersigned or any controlling shareholder,* subsidiary, or parent corporation IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.

C. () The undersigned and all enterprises identified in paragraph B. are TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPALS FOR FAIR EMPLOYMENT IN NORTHERN IRELAND." A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

Name	of Contractor or Subcontractor
By: _	
Title:	

*"Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.



Demo Dose® Adrenaln EPINEPHrin Injection 1 mg/mL 1 mL

Item 06-93-6968

Teach proper administration of this sympathomimetic. Used to prevent death from anaphylactic shock (severe allergic reaction) or cardiac arrest.

- Therapeutic Class: Vasopressor
- Strength: 1 mg/mL
- Volume: 1mL



Demo Dose Prefilled Luer-Lock ACLS Syringe (Needle Free) 10mL, EPINEPHrin Injection

Item# 06-93-1900

Stock simulation crash carts and run Advanced Cardiovascular Life Support (ACLS) scenarios with updated simulated medication.

- Needle-free, pre-filled syringe
- Resembles real ACLS syringe
- Simulated medication contained in glass cartridge
- Two-part syringe
- Compatible with most luer-type accessories
- Color-coded packaging with standard industry colors for quick, reliable identification
- Box is standard industry size
- Complies with Needlestick Safety and Prevention Act from OSHA

Demo Dose[®] EPINEPHrin Injection:

- Volume: 10 mL
- Strength: 0.1 mg/mL



Demo Dose DiphenhydrAMIN Benadrl 50mg mL 1mL

Item# 06-93-6931

Therapeutic Class: Antihistamine

Volume: 1 mL

Strength: 50 mg/mL



Demo Dose Dextros 10% 250mL Item# 06-93-0429

Teach all aspects of IV fluid administration in the simulation lab with the Demo Dose® collection of Simulated IV Fluids.

- Solutions contain water
- Available in the most popular IV fluid types
- Sold individually
- 10% Dextros
- Volume: 250 mL



Item# 06-93-1104 Demo Dose DEMO-Calcium Chloride Syringe, 10%, 10mL

Teach proper administration of this 10% solution, used for treatment of hypocalcemia in conditions requiring a prompt increase in plasma calcium levels (e.g., neonatal tetany, tetany due to parathyroid deficiency, vitamin D deficiency, and alkalosis) and for prevention of hypocalcemia during exchange transfusions.

- Therapeutic Classification: Calcium Supplement
- Volume: 10mL Syringe
- Strength: 100mg/mL



Demo Dose Prefilled Luer-Lock ACLS Syringe (Needle Free) 10mL, Atropin Injection 06-93-1902

Stock simulation crash carts and run Advanced Cardiovascular Life Support (ACLS) scenarios with updated simulated medication.

- Needle-free, pre-filled syringe
- Resembles real ACLS syringe
- Simulated medication contained in glass cartridge
- Two-part syringe
- Compatible with most luer-type accessories
- Color-coded packaging with standard industry colors for quick, reliable identification
- Box is standard industry size
- Complies with Needlestick Safety and Prevention Act from OSHA

Demo Dose® Atropin Injection

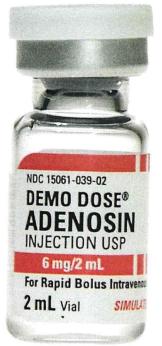
- Volume: 10 mL
- Strength: 0.1 mg/mL

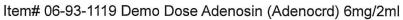


Demo Dose Bottle of Aspirn 81mg Item# 06-93-9026

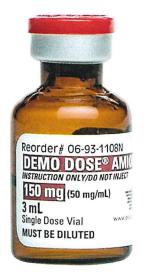
Teach the proper administration of this salicytate. Used to treat pain, and reduce fever or inflammation. It is sometimes used to treat or prevent heart attacks, strokes, and chest pain (angina).

- Therapeutic Class: NSAID
- Dosage: 81 mg
- 100/Bottle





- Therapeutic Class: Antiarrhythmic
- Volume: 2 mL
- Strength: 6 mg/2 mL



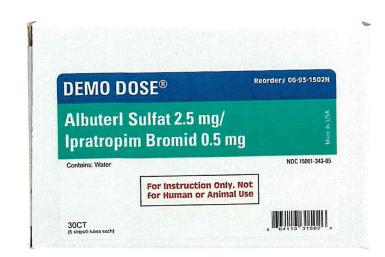
Demo Dose Amiodaron Cordaron 50 mg mL 3 mL

Item# 06-93-1108 MFG# 06-93-1108 - Demo Dose Amiodaron Cordaron 50mg mL 3mL -Quantity = 50

Therapeutic Class: Antiarrhythmic

Volume: 3 mL

Strength: 50 mg/mL



Demo Dose Simulated Albuterol Sulfate/Ipratropium Bromide

Part Number

06-93-1502

Mfg# 06-93-1502

- Therapeutic Class: Bronchodilator
- Volume: 3 mL
- Strength: 2.5 mg/0.5 mg
- 30 units/box (6 strips of 5)