



# INVITATION TO BID

(This is not an order.)

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

**Requestor:** Lisa Melhuish  
 216-664-6017  
 lmelhuish@clevelandohio.gov

## CITY OF CLEVELAND

Division of Purchases & Supplies  
 601 Lakeside Avenue  
 Room 128  
 Cleveland, OH 44114

Procurement Folder	RFB No.	RFB Description	
149812	RFB 6004 202400000000607	Promotional Items for the Division of EMS	
RFB Closing Date/Time		Department/Division	Public Bid Opening Date/Time
October 28, 2024 3:00 PM		6004	October 28, 2024 3:00 PM

### SCHEDULE OF EVENTS

Event Description			Event Date	
Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount
1 / 1	EMT's Are My Friends Glow in the Dark Silicone Bracelets	50.00000 / PK		

EMT's Are My Friends Glow in the Dark Silicone Bracelets - DELIVERY CHARGE AND PERSONALIZATION SETUP FEE MUST BE INCLUDED IN THE ITEM PRICE,  
 Inside states - EMTs are always there, ready to care. Call 9-1-1 in an emergency  
 Made of quality lead-free, PVC-free, and latex-free silicone rubber Fits most wrists  
 FDA compliant  
 10 Bracelets per pack QUANTITY 50 PACKS

**Ship To:**  
 Cleveland Ems Headquarters  
 Cleveland Ems Headquarters  
 1701 Lakeside Ave.  
 Cleveland, OH 44114

Vendor Response		
Unit Price	Extension	Delivery Days
\$	\$	Day(s)

Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount
1 / 2	HEAT-SENSITIVE PENCIL ASSORTMENT WITH EMS SAFETY TIPS	10.00000 / PK		

HEAT-SENSITIVE PENCIL ASSORTMENT WITH EMS SAFETY TIPS - Product Size: 100 PENCILS PER PACK, 7 1/4" LONG , SOFT ERASERS #2 STANDARD -DELIVERY CHARGE AND PERSONALIZATION SETUP FEE MUST BE INCLUDED IN THE ITEM PRICE,

Description  
 Colors change from dark to light when held  
 Features our exclusive themes on front and EMS reminders that everyone should know on back  
 Includes 20 each of 5 EMS-themed designs  
 Designs include: EMTs Are My Friends; EMS: Care You Can Count On; EMS: Everyday Heroes; EMS: Your Life, Our Mission; and EMS: Making A Difference Every Day  
 Soft erasers; #2 standard  
 100 pencils per pack  
 QUANTITY = 10 PACKS OF 100

**Ship To:**  
 Cleveland Ems Headquarters  
 Cleveland Ems Headquarters  
 1701 Lakeside Ave.  
 Cleveland, OH 44114

Vendor Response		
Unit Price	Extension	Delivery Days
\$	\$	Day(s)

Group/	Commodity Description	Item Quantity/	Service
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Line#		UOM	Dates	Catalog Discount												
1 / 3	JUNIOR PARAMEDIC GOLD-FOIL-STICKERS-ON-A-ROLL	10.00000 / RL														
<p>JUNIOR PARAMEDIC GOLD-FOIL-STICKERS-ON-A-ROLL - Product Size: 100 BADGE STICKERS PER ROLL, 2" X 2 1/2" - DELIVERY CHARGE AND PERSONALIZATION SETUP FEE MUST BE INCLUDED IN THE ITEM PRICE,</p> <p>Description            Children will love playing with these realistic looking gold-foil badge stickers featuring a Junior Paramedic design            Distribute them at schools, tours of your facility, safety fairs, and other community events            100 Stickers per roll            QUANTITY - 10 ROLLS OF 100</p> <table border="1"> <thead> <tr> <th>Ship To:</th> <th colspan="3">Vendor Response</th> </tr> <tr> <td>Cleveland Ems Headquarters Cleveland Ems Headquarters 1701 Lakeside Ave. Cleveland, OH 44114</td> <th>Unit Price</th> <th>Extension</th> <th>Delivery Days</th> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td>Day(s)</td> </tr> </thead></table>					Ship To:	Vendor Response			Cleveland Ems Headquarters Cleveland Ems Headquarters 1701 Lakeside Ave. Cleveland, OH 44114	Unit Price	Extension	Delivery Days		\$	\$	Day(s)
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Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount												
1 / 4	JUNIOR EMS PLASTIC BADGE PERSONALIZATION	1000.00000 / EA														
<p>JUNIOR EMS PLASTIC BADGE PERSONALIZATION - DELIVERY CHARGE AND PERSONALIZATION SETUP FEE MUST BE INCLUDED IN THE ITEM PRICE,</p> <p>ADD TEXT: JUNIOR EMS ( TOP LINE PERSONALIZATION COLOR)            (BOTTOM LINE BLACK FONT COLOR WORDING to say CLEVELAND</p> <p>Description            Outstanding giveaway for your school and open house events!            This personalized plastic Junior EMS badge will get kids onboard with your public safety efforts            Designs are printed directly on badges - no stickers needed!            Clip on back easily attaches to clothing. No pins!            Features your personalization below our exclusive design</p> <table border="1"> <thead> <tr> <th>Ship To:</th> <th colspan="3">Vendor Response</th> </tr> <tr> <td>Cleveland Ems Headquarters Cleveland Ems Headquarters 1701 Lakeside Ave. Cleveland, OH 44114</td> <th>Unit Price</th> <th>Extension</th> <th>Delivery Days</th> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td>Day(s)</td> </tr> </thead></table>					Ship To:	Vendor Response			Cleveland Ems Headquarters Cleveland Ems Headquarters 1701 Lakeside Ave. Cleveland, OH 44114	Unit Price	Extension	Delivery Days		\$	\$	Day(s)
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Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount												
1 / 5	NON-TOXIC CRAYONS - BOX OF 4	1000.00000 /														



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October 28, 2024 3:00 PM		6004	October 28, 2024 3:00 PM	
		EA		
<b>NON-TOXIC CRAYONS - BOX OF 4</b> Description Colorful fun for kids Safe, non-toxic crayons Includes red, blue, green, yellow Economical price 4 Crayons per box				
<b>Ship To:</b>		<b>Vendor Response</b>		
Cleveland Ems Headquarters Cleveland Ems Headquarters 1701 Lakeside Ave. Cleveland, OH 44114		<b>Unit Price</b>	<b>Extension</b>	<b>Delivery Days</b>
		\$	\$	Day(s)
Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount
1 / 6	2-in-1 EDUCATIONAL ACTIVITIES FLIPBOOK	1000.00000 / EA		
<b>2-in-1 EDUCATIONAL ACTIVITIES FLIPBOOK WHAT TO DO IN AN EMERGENCY/ IT'S COOL TO BE SAFE 2-IN-1 EDUCATIONAL ACTIVITIES FLIPBOOK</b> Description This 2-in-1 book helps protect children from danger and teaches them what to do if an emergency occurs Eight pages of What To Do In An Emergency explain to children what steps to take if they see or are involved in a dangerous situation, including when and how to call 9-1-1 Flip over! Eight pages of It's Cool To Be Safe provide children with simple safety rules to follow when riding in a car, crossing streets, swimming, and more 16 pages For grades 1 to 3 Add your custom personalization to the It's Cool To Be Safe cover				
<b>Ship To:</b>		<b>Vendor Response</b>		
Cleveland Ems Headquarters Cleveland Ems Headquarters 1701 Lakeside Ave. Cleveland, OH 44114		<b>Unit Price</b>	<b>Extension</b>	<b>Delivery Days</b>
		\$	\$	Day(s)
Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount
1 / 7	EMTs ARE MY FRIENDS VALUE KIT	500.00000 / KIT		



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EMTs ARE MY FRIENDS VALUE KIT -  
 Description  
 Special value kit includes:  
 EMTs Are My Friends Educational Activities Book  
 EMS "Color Me" Paper Ambulance  
 Non-Toxic Crayons

Ship To:
Cleveland Ems Headquarters Cleveland Ems Headquarters 1701 Lakeside Ave. Cleveland, OH 44114

Vendor Response		
Unit Price	Extension	Delivery Days
\$	\$	Day(s)

Group/ Line#	Commodity Description	Item Quantity/ UOM	Service Dates	Catalog Discount
1 / 8	Bandage Dispenser With Closing Tab	500.00000 / EA		

Bandage Dispenser With Closing Tab - Product Size: 4"W X 1-7/8"H  
 PRODUCT COLOR BLACK  
 PRINT FONT COLOR (WHITE - CLEVELAND EMS ) OUR LOGO ATTACHED TO THE COMMODITY LINE #8  
 DELIVERY CHARGE AND PERSONALIZATION SETUP FEE MUST BE INCLUDED IN THE ITEM PRICE,

Ship To:
Cleveland Ems Headquarters Cleveland Ems Headquarters 1701 Lakeside Ave. Cleveland, OH 44114

Vendor Response		
Unit Price	Extension	Delivery Days
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Group/ Line#	Commodity Description	Item Quantity/ UOM	Service Dates	Catalog Discount
1 / 9	Fun Fidget Spinner - Personalization	500.00000 / EA		

Fun Fidget Spinner - Personalization - Base COLOR -Royal Blue- Caps black - Item # OSW3413 - our logo in the center if not able to place logo in the center the please put CLEVELAND EMS  
 DELIVERY CHARGE AND PERSONALIZATION SETUP FEE MUST BE INCLUDED IN THE ITEM PRICE,

Description  
 Color your next campaign with this trendy fidget spinner!  
 Spin between thumb and middle finger  
 Perfect for reducing stress and boredom  
 Encourages focus and self-soothing for users with anxiety, attention disorders, and more  
 Fun for all ages 5 and up  
 Fits easily in a pocket or purse  
 Mix and match your favorite cap and base colors to create a custom combination



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Must specify base and cap color  
 Your personalization will be printed on the cap

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Cleveland Ems Headquarters Cleveland Ems Headquarters 1701 Lakeside Ave. Cleveland, OH 44114	Unit Price	Extension	Delivery Days
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Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount
1 / 10	Plush Mini Hot/Cold Pack - Personalization	100.00000 / EA		

Plush Mini Hot/Cold Pack - Personalization -custom personalization to the front bead side -DELIVERY CHARGE AND PERSONALIZATION SETUP FEE MUST BE INCLUDED IN THE ITEM PRICE,

Description  
 Compact plush hot/cold pack filled with Aqua Pearls  
 One side is covered with ultra-soft, plush material  
 Innovative bead technology delivers warm and cold therapy without any mess  
 Simply microwave for warm therapy or freeze for cold therapy  
 CPSIA and Prop65 compliant; FDA certified; TRA tested  
 Reusable and easily cleaned with mild soap and water  
 Instructions printed on item

Ship To:	Vendor Response		
Cleveland Ems Headquarters Cleveland Ems Headquarters 1701 Lakeside Ave. Cleveland, OH 44114	Unit Price	Extension	Delivery Days
	\$	\$	Day(s)

Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount
1 / 11	Trek 6-in-1 Multi-Tool Pen - Personalization	100.00000 / EA		

Trek 6-in-1 Multi-Tool Pen personalization - (OUR LOGO - then wording next to it CLEVELAND EMS DELIVERY CHARGE AND PERSONALIZATION SETUP FEE MUST BE INCLUDED IN THE ITEM PRICE,

Description  
 Multi-function pen is six tools in one! Features a pen, stylus, phone stand, light, screwdriver, and compass  
 Ballpoint pen tip with twist-off cap  
 Stylus on pen cap navigates touchscreens while keeping them smudge free  
 Remove stylus cap for use as a phone holder  
 Extra-bright white LED light; Slide switch to turn on/off  
 Twist off middle portion for screwdriver; Comes with 1 flat head bit and 1 phillips head bit



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Compass on top  
 Barrel features a clip and a rubber grip for writing comfort and control  
 Button cell battery included  
 custom personalization

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Vendor Response		
Unit Price	Extension	Delivery Days
\$	\$	Day(s)

Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount
1 / 12	Ellipse Gel Softy NAVY -Gold Stylus Pen - Laser-Engraved	250.00000 / EA		

Ellipse Gel Softy NAVY -Gold Stylus Pen - Laser-Engraved Personalization - (OUR LOGO - then wording next to it CLEVELAND EMS - DELIVERY CHARGE AND PERSONALIZATION SETUP FEE MUST BE INCLUDED IN THE ITEM PRICE,

Product Size: 5.63" W X 0.4"D  
 Imprint Specifications  
 Imprint Size: 2"W X 0.295"H, Up To 1 Line/Logo; 35 Characters Max Per Line  
 Max Imprint Characters/Line: 35

Description  
 Sleek, matte pen with rose-gold tip, clip, and accents  
 Soft-touch rubberized finish for a luxurious hand feel  
 Stylus navigates touchscreens while keeping them smudge free  
 Super-smooth gel writing ink  
 Click-action mechanism  
 custom laser-engraved personalization

Ship To:
Cleveland Ems Headquarters Cleveland Ems Headquarters 1701 Lakeside Ave. Cleveland, OH 44114

Vendor Response		
Unit Price	Extension	Delivery Days
\$	\$	Day(s)

Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount
1 / 13	MopTopper Stethoscope Stylus Pen	300.00000 / EA		

MopTopper Stethoscope Stylus Pen - One-Color Personalization - (OUR LOGO - then wording next to it CLEVELAND EMS COLOR REFLEX BLUE - font color BLACK - DELIVERY CHARGE AND PERSONALIZATION SETUP FEE MUST BE INCLUDED IN THE ITEM PRICE,



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Product Specifications  
 Minimum Order Quantity: 125  
 Product Size: 6 1/4" - INK: BLACK  
 Imprint Specifications  
 Imprint Size: 1 3/8" X 5/16", UP TO 2 LINES/LOGO UP TO 24 CHARACTERS  
 Description  
 Fun, medical-themed stylus pen is sure to make your team smile  
 Pen features a smiley face clicker and microfiber mop top "hair" to clean touchscreens  
 Upper pen barrel gives the look of scrubs  
 Stethoscope-shaped clip great for medical professionals  
 Soft-tipped stylus navigates touchscreens  
 Click-action ballpoint pen extends through stylus tip  
 Black ink  
 custom one-color personalization

Ship To:
Cleveland Ems Headquarters Cleveland Ems Headquarters 1701 Lakeside Ave. Cleveland, OH 44114

Vendor Response		
Unit Price	Extension	Delivery Days
\$	\$	Day(s)

Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount
1 / 14	Stress Reliever Popper Ball - Personalization	250.00000 / EA		

Stress Reliever Popper Ball - Personalization - Blue Swirl - (OUR LOGO - then wording next to it CLEVELAND EMS , DELIVERY CHARGE AND PERSONALIZATION SETUP FEE MUST BE INCLUDED IN THE ITEM PRICE,

Product Specifications  
 Product Size: 3.25" DIA.  
 Imprint Specifications  
 Imprint Size: 1.25"W X 0.375"H, Up To 1 Line/Logo; 25 Characters Max Per Line

Ship To:
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Vendor Response	Vendor Total Amount for Items	Vendor Total Amount for Services	Payment Discount Offer	
	\$	\$	%	Day(s)



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### TERMS OF DELIVERY

- Price quoted shall be F.O.B. delivered to the place designated on purchase order. No other terms will be acceptable.
- Delivery quoted must be stated in terms of work days after receipt of the order.
- All charges for shipping must be included within the Unit Price for each item quote unless otherwise designated by a separate line with a specified dollar amount inclusive of all shipping charges.
- No freight charges will be considered nor processed for payment unless apart of the original quote submitted prior to bid award.

### BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS BELOW AND ON REVERSE SIDE OF THIS BID

#### Shipping/Freight Charges

ALL CHARGES FOR SHIPPING MUST BE INCLUDED WITHIN THE UNIT PRICE OF EACH QUOTE UNLESS OTHERWISE DESIGNATED BY A SEPARATE LINE ITEM WITH A SPECIFIED DOLLAR AMOUNT INCLUSIVE OF ALL SHIPPING CHARGES.  
NO FREIGHT CHARGES WILL BE CONSIDERED NOR PROCESSED FOR PAYMENT UNLESS APART OF THE ORIGINAL QUOTE SUBMITTED PRIOR TO BID AWARD.

#### Call Buyer Only

Bidders must address all questions to the Buyer (See Above.) Do NOT contact the "Requestor." Contract only the Buyer listed above.

#### No Price increase

This Purchase Order does not permit price increases.





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### BIDDER MUST COMPLETE & SIGN BELOW

NAME OF THE FIRM:		
STREET ADDRESS:		
CITY:	STATE:	ZIP CODE:
FED ID # / SSN #:		
PHONE NO.:	FAX NO.:	
EMAIL ADDRESS:		
PLEASE PRINT CONTACT NAME:		
AUTHORIZED SIGNATURE:	DATE:	

*All bids and related documents must be enclosed in a sealed envelope and marked with the RFB number.*

**RETURN BID TO:** Division of Purchases & Supplies  
601 Lakeside Ave  
Room 128, City Hall  
Cleveland, OH 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 Terms & Conditions. 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. **Acceptance of Purchase Order.** 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. **Entire Agreement.** 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. **Remedies.** 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. **Patent, Trademark or Copyright Infringement.** 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. **Timing.** 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. **Implied Warranty.** 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. **Cancellation.** 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. **Compliance with Laws.** 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. **Material Safety Data Sheets:** 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. **Venue.** 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. **Tax.** 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. **Payment Terms.** 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. **Insurance.** 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 insurer(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) **Purchases less than \$50,000:** General Liability Insurance, with a \$500,000 combined single limit. 2) **Purchases \$50,000 and over:** 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 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. **Workman's Compensation:** 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. **Inspection and Acceptance.** 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. **Non-appropriation of Funds.** 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 DISCLOSURE 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.

OUR LOGO





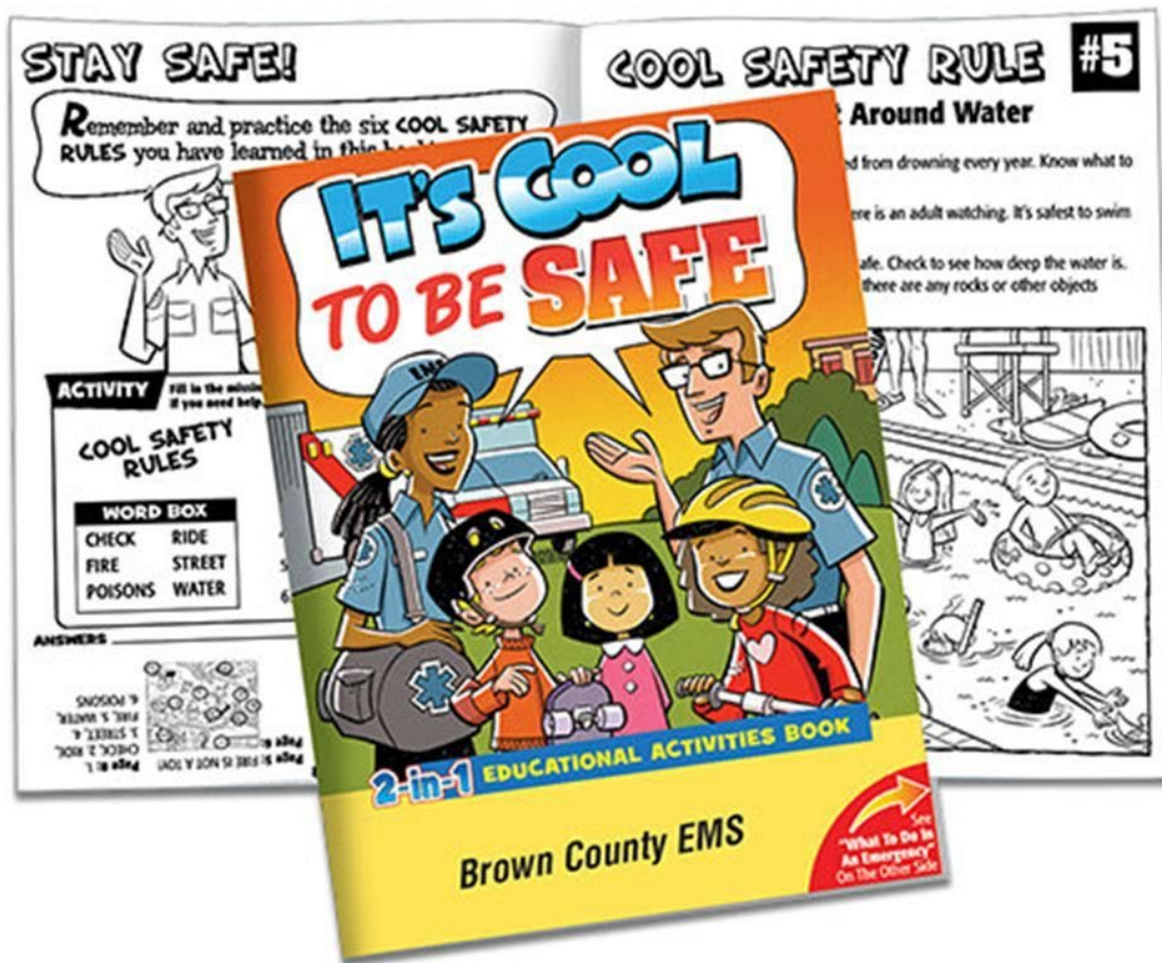
Flip Over For 8 Pages On Staying Safe



## Description

- This 2-in-1 book helps protect children from danger and teaches them what to do if an emergency occurs
- Eight pages of *What To Do In An Emergency* explain to children what steps to take if they see or are involved in a dangerous situation, including when and how to call 9-1-1
- Flip over! Eight pages of *It's Cool To Be Safe* provide children with simple safety rules to follow when riding in a car, crossing streets, swimming, and more
- 16 pages
- For grades 1 to 3

## Flip Over For 8 Pages On Staying Safe



Related Links





Product Size: 4"W X 1-7/8"H

PRODUCT COLOR – BLACK

PRINT FONT COLOR (WHITE - “ CLEVELAND EMS”) OUR LOGO ATTACHED



(OUR LOGO - then wording next to it "CLEVELAND EMS")

## **Ellipse Gel Softy NAVY -Gold Stylus Pen - Laser-Engraved Personalization**

**Product Size: 5.63" W X 0.4"D**

### **Imprint Specifications**

**Imprint Size: 2"W X 0.295"H, Up To 1 Line/Logo; 35 Characters Max Per Line**

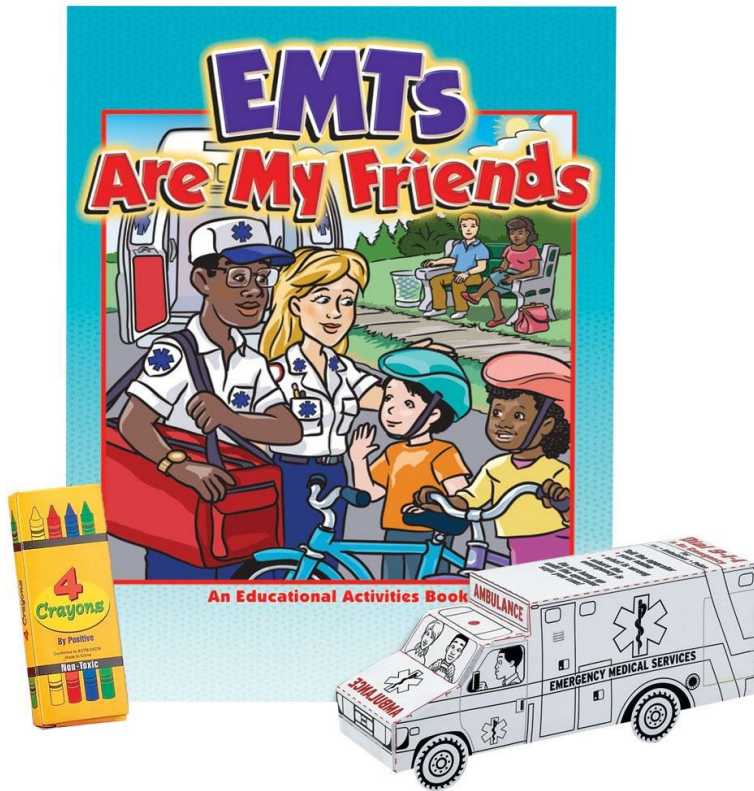
**Max Imprint Characters/Line: 35**

### **Description**

- Sleek, matte pen with rose-gold tip, clip, and accents
- Soft-touch rubberized finish for a luxurious hand feel
- Stylus navigates touchscreens while keeping them smudge free
- Super-smooth gel writing ink
- Click-action mechanism
- Add your custom laser-engraved personalization

## EMTs Are My Friends Value Kit

Item # SK-2096



### Description

- Special value kit includes:
- *EMTs Are My Friends* Educational Activities Book
- EMS "Color Me" Paper Ambulance
- Non-Toxic Crayons



(OUR LOGO IN THE CENTER) if not able then wording will be

CLEVELAND EMS

Base COLOR -Royal Blue- Caps – black - Item # OSW3413

**Description**

- Color your next campaign with this trendy fidget spinner!
- Spin between thumb and middle finger
- Perfect for reducing stress and boredom
- Encourages focus and self-soothing for users with anxiety, attention disorders, and more
- Fun for all ages 5 and up
- Fits easily in a pocket or purse
- Mix and match your favorite cap and base colors to create a custom combination
- Must specify base and cap color
- Your personalization will be printed on the cap



1

**Product Size: 100 PENCILS PER PACK, 7 ¼” LONG , SOFT ERASERS #2 STANDARD**

### **Description**

- Colors change from dark to light when held
- Features our exclusive themes on front and EMS reminders that everyone should know on back
- Includes 20 each of 5 EMS-themed designs
- Designs include: *EMTs Are My Friends*; *EMS: Care You Can Count On*; *EMS: Everyday Heroes*; *EMS: Your Life, Our Mission*; and *EMS: Making A Difference Every Day*
- Soft erasers; #2 standard
- 100 pencils per pack





ADD TEXT: JUNIOR EMS ( TOP LINE PERSONALIZATION COLOR)

(BOTTOM LINE BLACK FONT COLOR – WORDING to say “CLEVELAND”

### **Description**

- Outstanding giveaway for your school and open house events!
- This personalized plastic Junior EMS badge will get kids onboard with your public safety efforts
- Designs are printed directly on badges - no stickers needed!
- Clip on back easily attaches to clothing. No pins!
- Features your personalization below our exclusive design



**Product Size: 100 BADGE STICKERS PER ROLL, 2" X 2 1/2"**

#### **Description**

- **Children will love playing with these realistic looking gold-foil badge stickers featuring a Junior.Paramedic design**
- **Distribute them at schools, tours of your facility, safety fairs, and other community events**
- **100 Stickers per roll**





(OUR LOGO - then wording next to it "CLEVELAND EMS")

## **MopTopper™ Stethoscope Stylus Pen - One-Color Personalization**

### **COLOR – REFLEX BLUE**

#### Product Specifications

Minimum Order Quantity: 125

Product Size: 6 1/4" - INK: BLACK

#### Imprint Specifications

Imprint Size: 1 3/8" X 5/16", UP TO 2 LINES/LOGO UP TO 24 CHARACTERS

#### Description

- Fun, medical-themed stylus pen is sure to make your team smile
- Pen features a smiley face clicker and microfiber mop top "hair" to clean touchscreens
- Upper pen barrel gives the look of scrubs
- Stethoscope-shaped clip great for medical professionals
- Soft-tipped stylus navigates touchscreens
- Click-action ballpoint pen extends through stylus tip
- Black ink
- custom one-color personalization



#### **Description**

- **Colorful fun for kids**
- **Safe, non-toxic crayons**
- **Includes red, blue, green, yellow**
- **Economical price**
- **4 Crayons per box**



(OUR LOGO - then wording under it "CLEVELAND EMS")

COLOR – Pastel Blue Item # OSV9690

### Plush Mini Hot -Cold Pack - Personalization

#### Description

- **Compact plush hot/cold pack filled with Aqua Pearls™**
- **One side is covered with ultra-soft, plush material**
- **Innovative bead technology delivers warm and cold therapy without any mess**
- **Simply microwave for warm therapy or freeze for cold therapy**
- **CPSIA and Prop65 compliant; FDA certified; TRA tested**
- **Reusable and easily cleaned with mild soap and water**
- **Instructions printed on item**
- **custom personalization to the front bead side**



Product Size: 2 7/8" DIA.

Imprint Specifications

Imprint Size: 1.25" Diameter, Up To 3 Lines/Logo, 25 Characters Max Per Line

Description

- This popular smiley face stress ball is great for health fairs, offices, and community events
- Soft, rubber-like, polyfoam balls offer many promotional uses and quick stress relief
- Not intended for children under 3 years of age or for pets
- Add your personalization on the back of the stress ball

## OUR LOGO ON THE BACK





(OUR LOGO - then wording next to it "CLEVELAND  
EMS"

## **Stress Reliever Popper Ball - Personalization**

### **COLOR – BLUE SWIRL**

#### Product Specifications

Minimum Order Quantity: 125

Product Size: 6 1/4" - INK: BLACK

#### Imprint Specifications

Imprint Size: 1 3/8" X 5/16", UP TO 2 LINES/LOGO UP TO 24 CHARACTERS

#### Description

- Fun, medical-themed stylus pen is sure to make your team smile
- Pen features a smiley face clicker and microfiber mop top "hair" to clean touchscreens
- Upper pen barrel gives the look of scrubs
- Stethoscope-shaped clip great for medical professionals
- Soft-tipped stylus navigates touchscreens
- Click-action ballpoint pen extends through stylus tip
- Black ink
- custom one-color personalization



(OUR LOGO - then wording next to it “CLEVELAND EMS”

COLOR – Gunmetal Item # OSB1266

### **Trek 6-in-1 Multi-Tool Pen - Personalization**

#### Description

- Multi-function pen is six tools in one! Features a pen, stylus, phone stand, light, screwdriver, and compass
- Ballpoint pen tip with twist-off cap
- Stylus on pen cap navigates touchscreens while keeping them smudge free
- Remove stylus cap for use as a phone holder
- Extra-bright white LED light; Slide switch to turn on/off
- Twist off middle portion for screwdriver; Comes with 1 flat-head bit and 1 phillips-head bit
- Compass on top
- Barrel features a clip and a rubber grip for writing comfort and control
- Button cell battery included
- Add your custom personalization