



# City of Indianapolis and Marion County

## Request for Bid – Pricing and Terms

<b>Estimated Release Date</b>	July 3, 2025
<b>Request Bid ID</b>	RFB-11EAL-205
<b>Bid Name</b>	Term agreement for gloves for various City-Wide agencies.
<b>Buyer</b>	Emily Koschmeder
<b>Buyer Contact Information</b>	Tel: (317) 327-3940
	Email: <a href="mailto:Emily.Koschmeder@indy.gov">Emily.Koschmeder@indy.gov</a>
	Fax: (317) 327 – 4493
<b>Written Questions Due</b>	Date: July 16, 2025 at 12:00 Noon Eastern Time.
	Submit Questions to: Emily Koschmeder, Purchasing Division, Suite 1522, 200 E. Washington Street, Indianapolis, IN 46204, or by FAX to (317) 327-4493, or preferably by email at <a href="mailto:Emily.Koschmeder@indy.gov">Emily.Koschmeder@indy.gov</a>
<b>Bid Delivery Due Date and Time (Eastern Time)</b>	<b>July 24, 2025 at 10:00 a.m. Eastern Time</b> Delivery by U.S. Mail or In Person: <b>City County Purchasing Division</b> <b>200 E. Washington Street</b> <b>Room 1522</b> <b>Indianapolis, IN 46204</b>  <b>Email submission will NOT be accepted</b> <b>The City will not consider any Proposal received after the official deadline.</b>
<b>Bid Opening Time and Location</b>	July 24, 2025 at 10:00 a.m. Eastern Time in City County Purchasing Division, Room 1522. <b>Bids Only:</b> Bids are to be delivered to room 1522 City/County Building prior to 9:30 a.m. Eastern Time on or before the above due date. However, from 9:31 until 10:00 a.m. Eastern Time, bids will be accepted in room 1560 of the City/County Building.

Bids will be in accordance with attached specifications.

**Bid must be received by the Purchasing Division and time stamped by the stated deadline.**

The City will not make any exceptions due to failure or delay of the U.S. Postal service or any other delivery service or method. Vendors are strongly encouraged to take any steps necessary to ensure that a Bid is received on time.

**The City will not consider any Bid received after the official deadline.**

<b>Bid Submission Checklist Table</b>		
<b><u>Failure</u></b> to submit the following pages may render the submitted bid non-responsive:		
○	<u>U.S. Manufactured Products Preference Certification</u> (if applicable)	Page(s): 6
○	Fully completed and signed <u>Bid Acknowledgement Form</u> .	Page(s): 7
○	<u>Affidavit of Non-collusion</u> signed and notarized.	Page(s): 8
○	<b>Pursuant to the MBE/WBE/VBE/DOBE Business Utilization Program requirements, the following items are included in the bid request and must be completed, signed, and submitted in each bid; failure to complete these forms with all the pertinent- requested information may cause a bid to be determined as non-responsive for MBE/WBE/VBE/DOBE review purposes:</b>  <b>1. MBE/WBE/VBE/DOBE Participation Goals For Construction, Goods/Supplies, And Services Form.</b> <b>2. Application For MBE/WBE/VBE/DOBE Program Waiver Form if a bidder does not meet the stated minimum percentage.</b>	Page(s): 11-13
○	<u>Nepotism</u>	Page(s): 16
○	Completed <u>Price Sheet</u> .	Page(s): 19-35
○	Completed <u>Extended Price Sheet</u> .	Page(s): 36
○	<u>Exception Sheet</u> with full explanations and descriptions.	Page(s): 37
○	<b>Vendors are responsible for checking the web site at <a href="https://www.indy.gov/workflow/find-bid-opportunities">https://www.indy.gov/workflow/find-bid-opportunities</a> for any addenda issued.</b>	

Bid documents must be submitted in a sealed envelope. **Note:** Larger document packages may be submitted in a suitable sealed box. Include the following on front of envelope/box:

- ▶ Bidder's vendor's name
- ▶ Bidder's vendor's complete correspondence address
- ▶ Date of the Bid opening
- ▶ Bid number (example: RFB – xxxxx-xxxx).
- ▶ **It is unnecessary to return the remaining pages of the bid document.**
- ▶ **All bids are to be on single-sided paper with no staples or heavy binders. Original signatures are to be provided on the forms returned in the bid submission envelope.**
- ▶ **At the end of this document is a mailing label that Vendors may attach to the back of the submission box/envelope.**

# **City of Indianapolis and Marion County**

## **Instructions to Bidders**

### **Immediate Cause for Rejection of Bids**

- A. Failure to comply with all instructions or to sign all necessary forms including the U.S. Manufactured Products Preference Certification and Acknowledgment Form.
- B. Failure to submit a bid surety completely and correctly executed at the time of bid submission in the correct amount (if required).
- C. Failure to correctly and completely execute the non-collusion affidavit (if required).
- D. Failure to comply with any other mandatory bid requirements.

### **Bonding Requirements**

- A. Bidders may be required to provide with a bid, at time of submission, a bid surety in either a flat dollar amount or percentage of bid, as specified. Acceptable forms of bid surety are as follows:
  - 1. Bid Bond secured from a bona fide bid surety firm.
  - 2. A Certified Check (or equivalent) if issued by a financial institution insured by an agency of the United States.
  - 3. Other Forms of Bid Surety as specified in a particular bid.All forms of Bid Surety should be made payable to the City of Indianapolis/Marion County. No cash or personal checks accepted. All bid surety will be held until formal award is made by the appropriate governing body and until awarded contractor complies with all terms of the award.
- B. Awarded bidder may be requested to provide a Performance Bond/Payment Bond in either a flat dollar amount or a percentage of the bid as specified, made payable to the City of Indianapolis/Marion County, within ten days after receipt of award letter. Other forms of performance guarantee may be acceptable as specified in a particular bid.

### **General Conditions / Contractual Clauses**

- A. The City of Indianapolis and Marion County are exempt from Local, State and Federal Taxes and will not be responsible for any taxes levied on contractor as a result of a bid award.
- B. All terms contained in this document will become part of the contract between awarded bidder and the City of Indianapolis/Marion County.
- C. This contract may be renewed under the same terms and conditions subject to the approval in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract. Any provision for automatic renewal is void.
- D. The City of Indianapolis/Marion County reserve the right to reject any and all bids and to waive any of the terms and conditions and provisions contained in the Request for Bid (RFB) or other documents, or any informality, irregularity, or omission in any bid, and to award to one or more bidders.
- E. Manufacturer and/or model number of equipment being bid must be stated. It is the contractor's responsibility to show proof that goods being offered are of equal quality to those that were specified. Any exceptions to the specifications must be clearly set forth in the contractor's bid.
- F. If not bidding a delivered price to point of destination, shipping price must be listed as a separate price on the RFB form.
- G. Upon delivery and/or inspection of ordered goods or upon performance of services, should the ordering agency determine that goods/services do not meet specifications; same will not be accepted and will be returned at the contractor's expense.

- H. Formal contracts and/or proof of insurability may be required on applicable bids.
- I. The City of Indianapolis /Marion County reserves the right to deny payment to contractors ordering or delivering goods/services without benefit of a verbal or written purchase order number.
- J. The apparent low bidder must submit or have on file form CC-09 which may be obtained from the Office of Minority and Women Business Development (OMWBD). Failure to do so may cause your bid to be rejected. Information pertaining to the OMWBD Program and/or questions should be directed to the OMWBD located in Suite 1260 of the City-County Building, 200 East Washington Street Indianapolis, IN 46204, Telephone (317) 327-5262.
- K. The Contractor agrees to indemnify and hold harmless Marion County Indiana, City of Indianapolis, its officials, agents, officers, and employees for any and all claims, actions, causes of action, judgments, and liens arising out of any negligent act of omission by the Contractor or any of its officers, agents, employees, or subcontractors or any defect in materials or workmanship or any supply, material or mechanism or other product which it or any of its officers, agents, employees, or subcontractors has supplied to the City/County or has used in connection with this agreement. Such indemnity shall include attorney's fees, costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.
- L. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City/County are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then the City/County shall have the right to terminate this agreement without penalty by giving prior written notice documenting the lack of funds, in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. The City/County agrees that it will make its best effort to obtain sufficient funds, including but not limited to including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full. This contract may be terminated by either party at the City's option, upon 10 days written notice, unless otherwise specified.
- M. No portion of this Agreement shall be sublet, assigned or otherwise disposed of by the Contractor except with the written consent of the City/County being first obtained. Consent to sublet, assign or otherwise disposed of any portion of this Agreement shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Agreement.
- N. Unless otherwise specified within the Agreement, this Agreement shall be governed by the laws of the State of Indiana, and by all Municipal Ordinances and codes of the Consolidated City of Indianapolis, as the same shall be in full force and effect upon the date of this Agreement is executed.
- O. Any goods and services provided under this Agreement shall meet or exceed all applicable Occupational Safety and Health Administration Standards.
- P. This Agreement represents the entire and integrated Agreement between the City/County and the Contractor and supersedes all prior negotiations, representations, and/or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both City/County and Contractor and attached hereto as an addendum.

Rev. 07/2/2012

# City of Indianapolis Request for Bid

## Term Agreement

### Supply Gloves for various City-Wide Agencies

The following terms will be included in the resulting agreement between the awarded vendor and the City of Indianapolis and Marion County herein referred to as "City." Please read carefully. **Questions pertaining to the technical specifications/scope of services and bidding documents may be directed to Emily Koschmeder, Purchasing Division, in writing either by email to [Emily.Koschmeder@indy.gov](mailto:Emily.Koschmeder@indy.gov) or fax (317) 327-4493, no later than **July 16, 2025 at 12:00 Noon Eastern Time.****

#### 1. General Description

- 1.1. Vendors are invited to bid unit prices on a term agreement for glove supplies to be furnished and delivered to various city-wide agencies in Marion County, IN.
- 1.2. **NOTE: Any related addenda to this bid, including written answers to questions, will be posted on the Purchasing Division's official website at <https://www.indy.gov/workflow/find-bid-opportunities> under the appropriate project heading. Addenda will NOT be sent directly to vendors. Vendors will be responsible for periodically checking this website for any related addenda up to and including the due date. Vendors should print out, sign, and return written acknowledgement(s) with their bid. Failure to sign and return the addenda may cause a bid to be determined as non-responsive for review purposes.**

#### 2. Term Contract

- 2.1. This request is to establish one or more term contracts. No guaranteed minimum or maximum purchase quantities are either stated or implied. The quantities listed are estimates only and are based on history or department survey. The City may purchase more or less than the amounts shown. All orders shall be on an as needed basis, subject to the availability of funding and budgetary considerations.
- 2.2. The term of the initial contract shall be **two (2) years**, effective from the date of the execution of this Agreement.

#### 3. Split Awards

The City may award a contract to a vendor who submits the overall lowest, responsive, and responsible bid; or it may split the award between two or more vendors, all to the advantage of the City. For purposes of evaluation, a split between two or more vendors will not be considered to be to the advantage of the City if increased administrative costs offset any projected cost savings realized by splitting the award.

#### 4. Renewal

The contract resulting from this bid may be renewed beyond the expiration date by mutual agreement of the parties. The term of the renewal may not be longer than the term of the original contract. A renewal shall be by written notice by either party and written acceptance by the other. All other terms and conditions of the contract shall remain the same as set forth in the resulting agreement. Terms and conditions may be amended only by written instrument, signed by both the City, and awarded vendor, and attached to the resulting agreement as an amendment.

#### 5. Firm Bids

All bids received shall be considered valid for not less than ninety (90) days from the date of bid opening. Pricing shall be firm for the length of the contract, including any renewals.

#### 6. Bonds

There will be no bid bonds or performance bonds required for this contract.

## 7. Specifications

- 7.1. The specifications are intended to provide a foundation for open competition for the supply of commodities or services to meet City needs. Minor and immaterial technical deviations may, at the discretion of the City, be deemed in substantial compliance with the specifications. However, material variances may render the vendor non-responsive and ineligible for award.
- 7.2. The use of brand names, models, etc. serves to establish the design, performance and level of quality needed and not to restrict competition. (Items that are equal in design, performance and quality will be considered.) The right to evaluate specification compliance and equality is reserved to the City, and the vendor shall have the burden of proof to demonstrate that any proposed substitutes are equal. Vendor shall note the manufacturer/model # of any substitutes, or the reference brand(s) will be assumed.
- 7.3. Items that are equal in design, performance and quality will be considered unless the wording "No Substitute"/ "Brand Name Only"/ "No Approved Equals" is indicated. When the description includes the wording "No Substitute"/ "Brand Name Only"/ "No Approved Equals" in addition to the trade name, quotations of price will be accepted only on the trade- named product indicated. All disputes concerning grades and quality of merchandise or work shall be determined by the City.
- 7.4. All exceptions to the specifications and terms shall be noted in detail on the attached Exception Sheet.

## 8. Delivery

Unless otherwise agreed to by the requesting location, delivery shall be within thirty (30) calendar days after receipt of a valid order. All deliveries shall be made Monday through Friday during normal business hours (official holidays excluded) unless other prior arrangements are made. Vendor shall adhere to any other delivery policies (e.g., notification, etc.) as may be required by the department or agency. Vendor may not be compensated or reimbursed for goods acquired or services provided prior to the issuance of a valid purchase order.

## 9. Freight Terms

The City requests delivered pricing (FOB Destination, Freight Prepaid & Allowed) for this particular contract, and shipping charge should therefore be included in the vendor's unit price. Additional charges including, but not limited to, fuel, delivery, residential, Bunker Adjustment Factor (BAF) surcharges will not be allowed. All items will be shipped and protected in transit per industry standards.

## 10. No Handling Charges

If, for any reason, the City rejects items supplied by the vendor, the City shall not be responsible for any shipping and handling, restocking, or similar charges incurred by the vendor.

## 11. Contract Termination

The City may terminate the resulting contract for cause or convenience at any time during the term of the contract, without penalty, upon ten (10) calendar day's written notice to the vendor. The City shall be the sole judge of the adequacy of the vendor's performance pursuant to the resulting contract.

## 12. Proof of Insurance

At the time of award, vendor may be required to provide proof of insurance showing existing coverage in accordance with the terms and amounts stated in the Sample Agreement, or the terms and amounts of insurance coverage vendor proposes to furnish in lieu of the amounts in the Sample Agreement. The proof of insurance shall be issued by a financially responsible insurance company authorized to do business in Indiana.

## 13. Debarment and Suspension

- 13.1. Vendors should be aware that by entering into an agreement with the City, neither they, nor their principals, should be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or by any department,

agency, or political subdivision of the State of Indiana. The term principals, as used in this paragraph, means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the vendor's business.

13.2. The awarded vendor shall **not** have their business name(s) or principal's name(s) listed on the debarment web site at <https://www.sam.gov/SAM/>. A check of this listing will be made by the City. The City reserves the right to nullify the award of any bid, quote, or request for proposal based on this listing. It is recommended that vendors check the website listing prior to submitting documents.

13.3. Vendor should also be aware of the City's Policy on Wage Theft and Payroll Fraud. City will not enter into an agreement with a vendor who, as a result of this policy, has been debarred by the City of Indianapolis. In addition, any subcontractor who has been listed on the City's Debarred/Suspended Vendors list will not be allowed to participate in the resultant agreement. It is the responsibility of each vendor to retain and properly monitor quality subcontractors on City agreements. Vendor should make an effort to perform reviews of subcontractors through the federal SAM system and through the City's Debarred/Suspended list. Both the Wage Theft and Payroll Fraud policy and a list of Debarred/Suspended Vendors may be found at <https://www.indy.gov/agency/office-of-finance-and-management-purchasing-division>.

#### **14. Accessibility**

Individuals with disabilities or needing special assistance during site visits, scheduled conferences, openings, or any other activities related to a bid, quote or request for proposal should contact the Purchasing Division at (317) 327- 4900 to make arrangements for such assistance.

#### **15. Successors and Assigns**

Vendor binds itself and its partners, successors, executors, administrators and assigns to City and to the partners, successors, executors, administrators and assigns of City, in respect to all covenants of this agreement; except as otherwise provided herein, vendor shall not assign, sublet, or transfer its interest in this agreement without the written consent of City.

#### **16. Bid Expenses**

By submitting a response to this bid, each vendor agrees that all of its related expenses are its sole responsibility, and that the City will not be responsible for any costs whatsoever incurred by the vendor in connection with or resulting from the bid process, including but not limited to costs for preparation/submission of the bid, travel & per diem, attending interviews, providing presentations or product demonstrations.

#### **17. Intent to Purchase**

Although this solicitation and resultant contract may state a specific model or version and an estimated number of items or units to be purchased, it is understood and agreed that the City may purchase additional products and/or services from the contractor including subsequent product releases or replacement products at the original submitted price; provided that these additional items do not materially differ from the original product and represent the same manufacturer and essential functionality.

#### **18. Sample Agreement**

A Sample Agreement, which includes insurance requirements, is available for review at the end of this document. This sample agreement contains the City's standard terms but may not contain language specific to this purchase. Any proposed exceptions to this document should be included in detail on the Exception Sheet.

#### **19. Monitoring**

For management purposes, City agencies or departments may report contract problems to the Purchasing Division by using the City Intranet Contract Monitoring Report. This program of quality control is to ensure

that contractors successfully fulfill their contractual obligations with the City and maintain a positive contractor performance status.

If requested by the City, a report shall be submitted on all goods and services provided or project milestones. (This may be a one-time, monthly, quarterly or annual report as requested.) The report shall include but not be limited to: The vendor's name, address, contact information, contract number / description, date and location of services or project details, agency name, purchase order number(s), hours to complete projects and costs associated for services or milestone completed. These reports should be submitted in a Microsoft Office Program format and mailed to the attention of the Contract Manager at 1522 City-County Building, 200 East Washington Street, Indianapolis, IN 46204. Reports may also be submitted to the Contract Manager by email to [Purchasing@indy.gov](mailto:Purchasing@indy.gov).

## **20. E-Verify Program**

Pursuant to IC 22-5-1.7, all public contracts for services entered into must contain E-Verify provisions. Any Contractor entering into a service agreement with the City or County shall affirm under penalties of perjury that it is and will remain in compliance with that statute. This affirmation is part of the digital contract signature process. Additional information can be viewed on the Purchasing Division web site at <https://www.indy.gov/activity/find-bid-opportunities>.

## **21. Services or Goods Acquisition by the City**

- 21.1. Pursuant to City/County ordinance, contracts not approved by the Office of Corporation Counsel and the City Controller are voidable. Contractor shall not begin performing services, acquiring, or delivering goods, prior to receipt of a fully executed contract, including the Controller's signature.
- 21.2. Awarded vendor(s) must have a validly issued purchase order prior to beginning services, acquiring or delivering goods. The vendor(s) will not be compensated for services rendered or goods secured prior to the issuance, by the Purchasing Division, of a valid purchase order. (Revised Code §141-102)

## **22. Method of Payment**

Vendor must be willing to accept invoice payments via City/County check, City/County Purchasing Card (Master Card) or Automated Clearing House (ACH) at the City's sole option and discretion. The City will not be responsible for any card fees or other bank charges incurred by the vendor.

## **23. Point of Contact**

The Contractor shall provide a point of contact assigned to oversee the resulting contract and to be able to keep the City informed of changes, progress, and to be able to answer any questions. The Contractor shall provide name, phone number, email address and any other pertinent contact information for the point of contact.



# **BID SUBMISSION FORMS**

# U.S. Manufactured Products Preference Certification

This is to certify that under penalties of perjury, that each of the Bidder's products, except those listed below, are a United States of America manufactured product as stated in Indiana Code 5-22-15-21. A product is manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds fifty percent (50%) of the cost of all its components. (In determining if a product is manufactured in the United States, only the product and its components shall be considered.) Please check one of the following:

- ☐ U.S. Manufactured product preference applies.
- ☐ U.S. Manufactured product preference “does not” apply to the following products:

Product(s)

Country of Origin

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

# **BID Acknowledgment Form**

By signing on this signature line, I am acknowledging that I have read, reviewed, understand and attest to all of the information included in this bid response including but not limited to pricing sheet, exception sheet and the extension of price.

The undersigned agrees to furnish the goods and/or services (public work construction included) set forth in this document at the pricing and terms provided herein and conveys that he/she is fully empowered to execute and deliver this document on behalf of the company and that, if accepted by the City/County, this document shall represent a lawful and binding obligation of the company.

Firm (Full Legal) Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (Zip Code) (Country)

Phone Number (\_\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_\_) \_\_\_\_\_  
Area Code Area Code

Email Address \_\_\_\_\_

Web Address (URL if any) \_\_\_\_\_

Name of Authorized Representative (Printed) \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Delivery date \_\_\_\_\_  
(Month) (Day) (Year)

# Affidavit of Non-Collusion

THE UNDERSIGNED, HAVING BID FOR \_\_\_\_\_  
(Bid # and Description)

in accordance with notice given by the Purchasing Division and the City of Indianapolis and/or Marion County for such supplies, merchandise, service or contract for and in behalf of himself, or themselves, being first duly sworn says:

That said bidder has not directly or indirectly entered into any combination, collusion, undertaking or agreement relative to the price to be bid by any person, or to prevent any bidder, or bidders, from bidding, or to induce any bidder, or bidders, to refrain from bidding for such supplies, merchandise, service or contract, and that said bid so made is without reference or regard to any other bid, or bids, and without agreement, understanding or combination, either directly or indirectly, with any person or persons, with reference to such bidding in any way or manner whatsoever.

Signed \_\_\_\_\_

Name (Printed) \_\_\_\_\_

Firm (Full Legal) Name \_\_\_\_\_

STATE OF \_\_\_\_\_

} SS:

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

(Seal)

Dated at \_\_\_\_\_

City

State

Date

**FAILURE TO PROPERLY NOTARIZE AND RETURN THIS FORM WILL INVALIDATE YOUR BID**

REV form 4-1028



## MBE/WBE/VBE/DOBE BUSINESS UTILIZATION PROGRAM SUMMARY

The Consolidated City of Indianapolis and Marion County ("City") is committed to maximizing subcontracting opportunities for all qualified and available MBE/WBE/VBE/DOBEs. The MBE/WBE/VBE/DOBE Business Utilization Program applies to City funded contracts of \$50,000.00 or more.

There are two components of the MBE/WBE/VBE/DOBE Business Utilization Program:

- **MBE/WBE/VBE/DOBE Participation Goals:** This component requires bidders to make subcontracting opportunities available to minority, women, veteran, and disabled-owned businesses certified in the City's MBE/WBE/VBE/DOBE program at the minimum percentage stated in the bid request. To count towards the MBE/WBE/VBE/DOBE participation goal, the MBE/WBE/VBE/DOBE must be certified in the category code(s) that will be used on the project. A list of City-certified MBE/WBE/VBE/DOBEs is available on the City's website at <https://www.indy.gov/activity/find-omwbd-contractor> or from the Office of Minority & Women Business Development.
- **Outreach/Good Faith Efforts:** The MBE/WBE/VBE/DOBE Participation Goals component. This component requires bidders to provide evidence of outreach efforts and good faith efforts made to subcontract with MBE/WBE/VBE/DOBEs.

To be eligible for an award of this project, the City will first determine whether a bidder meets the stated minimum percentage of MBE/WBE/VBE/DOBE participation. The percentage is clearly stated in the bid request. In the event that a bidder does not meet the stated minimum percentage, a request for program waiver must be submitted with the bid, using the *Application For MBE/WBE/VBE/DOBE Program Waiver Form* and the City will score the bidder's outreach/good faith effort.

**Pursuant to the MBE/WBE/VBE/DOBE Business Utilization Program requirements, the following items are included in the bid request and must be completed, signed and submitted in each bid;** failure to complete these forms with all the pertinent- requested information may cause a bid to be determined as non- responsive for MBE/WBE/VBE/DOBE review purposes:

1. *MBE/WBE/VBE/DOBE Participation Goals For Construction, Goods/Supplies, And Services Form.*
2. *Application For MBE/WBE/VBE/DOBE Program Waiver Form*, if a bidder does not meet the stated minimum percentage

**The following forms are also included in the bid request for information purposes only and do not have to be completed or returned with the bid.**

3. *Letter Of Intent To Perform As A Subcontractor/Supplier Form*: (must be completed and submitted to the Agency with a copy to the Office of Minority & Business Development after bid opening and within three (3) business days of bidder's notification of award).
4. *Subcontractor and Suppliers List*: (must be completed and submitted within three (3) business days of bidder's notification of award).

Other necessary contract compliance forms may be found on the XBE web site at:

<https://www.indy.gov/activity/certify-your-minority-women-veteran-disabled-owned-business>



5. **XBE Substitution Request Form:** (must be submitted for advance approval for any proposed change in MBE/WBE/VBE/DOBE subcontractors).
6. **Subcontractor Payment Report:** (must be submitted at least monthly with each Contractor invoice for payment).

### **Evaluation of Vendor's M/W/V/DOBE Indirect Participation Plan**

While direct participation of a M/W/V/DOBE firm is preferred, if it cannot be accomplished for this contract, indirect participation" may be acceptable. OMWBD shall review and evaluate the vendor's M/W/V/DOBE utilization goal for this contract to assure a good faith effort was made to reach the utilization percentage goals describe above.

When using indirect participation, the following will be applicable:

- Examples of indirect participation may include the use of common certified suppliers (i.e. office supplies, courier services, shipping services, etc.) contributing to overhead costs or the overall operation of the vendor's business.
- Indirect participation may occur at the local or state level.
- If the trade is an overhead item for the entire business, please calculate, to the best of your ability, the proportion or amount of the trade used for the performance of this contract.

If you have any questions or need assistance in meeting these requirements, please feel free to contact the Office of Minority & Women Business Development at (317) 327-5262 or email at [omwbd@indy.gov](mailto:omwbd@indy.gov).

THE CONSOLIDATED CITY OF INDIANAPOLIS AND MARION COUNTY MBE/WBE/VBE/DOBE BUSINESS UTILIZATION PLAN IN INDIANAPOLIS GOVERNMENT

<https://citybase-cms-prod.s3.amazonaws.com/9e6d20e495134a7db8f96210f249fccb.pdf>



## MBE/WBE/VBE/DOBE PARTICIPATION GOALS PLAN FOR CONSTRUCTION, GOODS/SUPPLIES, AND SERVICES

<b>Submittal Due Date:</b>		<b>Project/Contract Number:</b>	
<b>Project/Contract Name:</b>		<b>Bidder:</b>	
<b>Contact Name:</b>		<b>Bidder Address:</b>	
<b>Bidder Phone:</b>		<b>Bidder E-mail Address:</b>	

Bidder \_\_\_\_ is or \_\_\_\_ is not a City-certified MBE/WBE/VBE/DOBE and will self-perform \_\_\_\_% of the total contract amount.

Does an exclusive contract or agreement exist between the bidder and any subcontractor/supplier listed?  
 \_\_\_\_ Yes \_\_\_\_ No      If yes, please explain: \_\_\_\_\_

Provide names of MBE/WBE/VBE/DOBE sub-contractors/suppliers with which bidder has not previously worked (if any): \_\_\_\_\_

If Bidder is awarded this contract, the MBE/WBE/VBE/DOBE City certified firms listed below will be utilized in the performance of the contract as a subcontractor/supplier.

Full Legal Name of Firm	MBE, WBE, VBE, or DOBE	Contact Person	Phone #	Description of Work	\$ Dollar Amount	% of Total Contract Amount

Bidder must submit an *Application for MBE/WBE/VBE/DOBE Program Waiver* if it fails to meet the required utilization goals for the contract. Failure to provide the application for waiver at the time of submission **will** result in the disqualification and rejection of the bid/proposal.

It is the policy of the City that bidder requirements which prevent subcontractors/suppliers from bidding as subcontractors on multiple bids is not permitted. Violation of this policy **will** result in the disqualification and rejection of the bid/proposal.

**Bidder's Signature:** \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

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

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## APPLICATION FOR MBE/WBE/VBE/DOBE PROGRAM WAIVER

Pursuant to the Consolidated City of Indianapolis and Marion County Instructions to Bidders, this application for a **(check each of the following which apply)** \_\_ MBE \_\_ WBE \_\_ VBE \_\_ DOBE program waiver is hereby submitted for the Project/Contract listed below by Bidder/Applicant (hereinafter Bidder). (Use additional sheets if necessary.)

<b>Date of Application:</b>		<b>Project/Contract Number:</b>	
<b>Project/Contract Name:</b>		<b>Bidder:</b>	
<b>Contact Name:</b>		<b>Bidder Phone:</b>	
<b>Bidder Address:</b>		<b>Bidder E-mail Address:</b>	

In attempting to meet the project goal Bidder made the following good faith efforts for the purpose of fulfilling that goal **(Check all that apply)**. **Minimum score required to establish “good faith” effort is 70 points.**

		ITEM	WEIGHTING	SCORE
<input type="checkbox"/>	1.	Bidder (check one of the following) __did __did not attend all pre-bid or pre-solicitation meetings held by the City to inform MBEs, WBEs, VBEs, and DOBEs of contracting opportunities.	10	
<input type="checkbox"/>	2.	Bidder placed advertisements in search of prospective MBEs/WBEs/VBE and DOBEs for the contract. Provide all such advertisements, including e-mail “send-to” section, if used.	10	
<input type="checkbox"/>	3.	Bidder provided written notifications to MBEs/WBEs/VBEs/DOBEs notifying them of contracting opportunities in sufficient time to allow them to participate and to minority business assistance agencies for the purpose of locating prospective MBEs, WBEs, VBEs, and DOBEs for the contract. Bidder's written notification to the Office of the Mayor's Business Development Program for assistance in locating MBEs, WBEs, VBEs, and DOBEs must also be documented. Provide all such documents.	20	
<input type="checkbox"/>	4.	Bidder made the following efforts to select portions of the work to be performed by MBE/WBE/VBEs/DOBEs in order to increase the likelihood of achieving the stated goals, including the division of contracts into economically feasible units/parcels to facilitate participation.	10	
<input type="checkbox"/>	5.	Bidder contacted and/or negotiated with MBEs/WBEs/VBEs/DOBEs for specific sub-bids and/or partnerships. Please include a description of the information provided to MBE/WBE/VBEs/DOBEs regarding the plans and specifications for portions of the work to be performed and a statement of why prospective agreements with MBE/WBE/VBEs/DOBEs were not reached. Provide detailed documentation of such contacts/negotiations.	15	
<input type="checkbox"/>	6.	If the bidder rejected any MBE/WBE/VBE/DOBE firm(s) as unqualified, submit the reason(s) for this conclusion.	10	
<input type="checkbox"/>	7.	Bidder provided the following technical assistance to MBEs/WBEs/VBEs/DOBEs in an effort to obtain MBE/WBE/VBE/DOBE participation, such as obtaining bonding, insurance, or a needed line of credit for the project, in an effort to	15	





		ITEM	WEIGHTING	SCORE
		obtain MBE/WBE/VBE/DOBE participation. Provide detailed documentation of such assistance.		
<input type="checkbox"/>	8.	Provided interested MBE/WBE/VBE/DOBE certified to perform the solicited work with prompt access to the plans, specifications, scope of work and requirements of the contract.	10	
<input type="checkbox"/>	9.	Follow-up to initial solicitations. Provide copy of all e-mails and call logs.	10	
<input type="checkbox"/>	10.	Has project joint venture agreement for this contract with a MBE/WBE/VBE/DOBE business or is a joint venture certified with the City as an MBE/WBE/VBE/DOBE business. MBE/WBE.VBE/DOBE minimum participation shall be 30% or greater (or as may be designated by OMWBD for this contract).	15	
<input type="checkbox"/>	11.	Has a Mentor-Protégé Agreement with a MBE/WBE/VBE/DOBE business for this contract. MBE/WBE.VBE/DOBE minimum participation shall be 30% or greater (or as may be designated by OMWBD for this contract).	10	
<b>Total Points</b>				

**YOU MUST SUBMIT YOUR SUPPORTING DOCUMENTATION WITHIN THREE (3) BUSINESS DAYS OF NOTIFICATION OF AWARD.**

Bidder certifies that all information contained herein and attached hereto is true and accurate and that all good faith efforts were made by Bidder for the purpose of fulfilling the contract goals. Failure to sign this form will result in the bid being determined non-responsive.

Bidder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**For Office of Minority & Women Business Development use only.**

\_\_\_ Contract offers no opportunity to utilize subcontractors/suppliers.

\_\_\_ No MBE/WBE/VBE/DOBEs are certified in the category codes for which there are subcontractor/supplier opportunities.

This Application for Program Waiver is:

\_\_\_ Not Approved

\_\_\_ Approved

Approved subject to the following conditions/restrictions: \_\_\_\_\_

\_\_\_\_\_  
Director  
Office of Minority & Women Business Development



## LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/ SUPPLIER

**Instructions:** Within three (3) business days of notification by Owner, the apparent lowest responsive Bidder will be required to submit a “Letter of Intent to Perform as a Subcontractor” for each M/W/V/DOBE subcontractor listed on Bidder’s Participation Goals for Construction, Goods/Supplies, and Services.

Project/Contract:

Bidder:

M/W/V/DOBE Firm full legal name:

The M/W/V/DOBE Firm listed below affirms that they are currently certified as a Minority, Women, Veteran or Disability Owned Business Enterprise (M/W/V/DOBE), in its appropriate category code by the City of Indianapolis; YES\_\_ NO\_\_ as a M/W/V/DOBE (**Circle One**) Trade of Firm: \_\_\_\_\_. The Prime Bidder hereby states its intent to utilize this M/W/V/DOBE Firm on this Project/Contract. The Prime Bidder intends to enter into a contractual agreement with the listed M/W/V/DOBE Sub-Contractor Firm who will provide the following goods/services as agreed to as a tier one sub-contractor. Sub-Contractor agrees to not then sub-contract out services for this project without expressed written advance approval of the Office of Minority & Women Business Development:

SCOPE OF WORK (What Commercial Useful Function will be provided):

**ESTIMATED VALUE OF SUBCONTRACT:**

\$

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontract agreement will describe in detail the contractual obligations of the Bidder and the M/W/V/DOBE Firm.

The M/W/V/DOBE Firm affirms that it will self-perform, and the Bidder affirms it intends to utilize the M/W/V/DOBE to perform, the scope of work at the subcontract value amount stated above.

Bidder Representative’s Signature

M/W/V/DOBE Representative’s Signature

Print: Name & Title

Print: Name & Title

Date

Date

### **Falsification of Agreement**

**Bidder’s or MBE/WBE/VBE/DOBE’s falsification or misrepresentation of this agreement as to company name, subcontract amount, and/or the scope of work performed by subcontractor will result in sanctions including assessment of penalty fines, termination of contract, and/or debarment.**

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## **SUBCONTRACTORS AND SUPPLIERS LIST**

**Instructions to Bidders:** The Bidder shall submit a completed Subcontractor/Supplier list (see below)

**The Bidder shall enter the names, the type of work to be done, and the amount, in the Subcontractors/Suppliers List for each subcontractor/supplier that the Bidder proposes to use for services that will be provided for the Project/Contract as part of the total amount bid.**

**Bidder shall also list ALL MBE/WBE/VBE/DOBEs to be utilized for the Project/Contract, including their amount, regardless of the amount. Any MBE/WBE/VBE/DOBE subcontractors/suppliers shall be identified as such in the righthand column. Bidder shall indicate below if the subcontractor/supplier has multiple certifications. Failure to list all required Subcontractors/Suppliers, required MBE/WBE/VBE/DOBE information, and required pricing may result in Bid being deemed non-responsive.**

Only one subcontractor/supplier shall be listed for each line. Upon award of a contract, the named subcontractors/suppliers shall be contracted to perform the work, unless changes are specifically authorized by the Owner. Failure to furnish all information requested may render the bid non-responsive if it is determined that such omission materially affords the Bidder a substantial advantage over other Bidders.

Except as otherwise specifically stated by the Bidder in this Part, omission of any names of subcontractors/suppliers herein shall constitute an affirmative representation and statement that the Bidder proposes to use its own work force for that portion of the Contract.

Bidder's attention is directed to paragraphs 6.8, 6.9, and 6.11 of the City of Indianapolis Standard General Conditions for Construction Contracts as they relate to use of subcontractors/suppliers.

(check one if applicable)

Full Subcontractor Name	Description of Work	Amount	MBE	WBE	VBE	DOBE
		\$				
		\$				
		\$				
		\$				
		\$				
		\$				
		\$				

(check one if applicable)

Full Supplier Name	Description of Work	Amount	MBE	WBE	VBE	DOBE
		\$				
		\$				
		\$				
		\$				
		\$				
		\$				
		\$				

**Please duplicate and use this form, if additional sheets are necessary.**

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# Nepotism

Please include in your response this form, as written, indicating your compliance.

For purposes of compliance with Indiana Code Chap. 36-1-21, Please specify below whether Contractor (individual), or a person who wholly or partially owns Contractor (business), is a *relative*, as that term is defined by Indiana Code § 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

<input type="checkbox"/>	Contractor (individual) or Contractor (business) does NOT have a relative who is either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.
<input type="checkbox"/>	Contractor (individual) or Contractor (business) DOES have a relative who is either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana ( <i>must specify all relative(s) below</i> ):
<input type="checkbox"/>	Mayor Joseph H. Hogsett
<input type="checkbox"/>	City-County Councilor [please specify name of Councilor(s)]

\_\_\_\_\_  
Name of Authorized Representative (Printed)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**24. Price Sheet**

All pricing shall be in United States Dollars (USD).

**Note:** All shipping/delivery charges are to be included in the unit cost, unless noted below.

**25. Samples Upon Request**

The awarded vendor will submit samples of gloves for review / testing prior to signing a contract agreement. Samples should be sent in original, unopened containers. The sample will be sent to City County Purchasing Division, c/o Emily Koschmeder, Buyer, 200 E. Washington Street, Room 1522, Indianapolis IN 46204. The outside of the box or envelope shall be marked with the Vendor's name, address, company representatives name and contact information and the bid ID number. Samples may be subject to testing or may be retained by the City of Indianapolis to serve as an example of the type or quality of item to be provided during the contract term. Samples will either be returned at the vendor's expense or, if retained, paid for at the offered price.

Samples may be subjected to testing by any Testing Laboratory as the City and vendor agree upon. The vendor shall pay for all costs concerning any such tests.

**25.1. Escalator Clause**

The quoted price in a contract must be firm for the first year of an Agreement, after which an escalator clause can be invoked when market conditions dictate up to a maximum increase in the bid price of 5% over the term of the Agreement. Exceptions can be considered only when market conditions dictate a revised escalator for a particular product. Price increases will be adjusted only to the amount of a cost increase to the vendor and must be supported by written documentation indicating new higher cost adjustments have occurred. The City/County reserves the right to accept or reject all such price adjustments.

**25.2. Catalog Discounts**

Please submit your standard catalog/list pricing and indicate any percentage discounts off list price that will apply to the City. This pricing may be utilized for any additional items that may be required during the contract.

Current purchasing laws do not allow the City to enter into a "Cost Plus Percentage of Cost" type contract. Therefore, the City requests that all parts and materials be provided either at a specified discount from the Manufacturer's Printed Price List or at actual cost. Proper documentation will be required.

Percentage Discount off MSRP (list price)	_____ %
Listed in (name of) Manufacturer Catalog	
Percentage Discount off MSRP (list price)	_____ %
Listed in (name of) Manufacturer Catalog	
Percentage Discount off MSRP (list price)	_____ %
Listed in (name of) Manufacturer Catalog	

**25.3. Literature**

Please submit official manufacturer's literature regarding all items offered with the bid.

**25.4. Warranty**

Unless otherwise indicated in the specifications, the minimum warranty required by the City for the entire unit is one (1) year from the date of acceptance. (If the manufacturer offers a full or limited warranty that is in excess of one year, the City shall take full advantage.) The minimum one-year warranty shall cover all parts and labor for defects in materials and workmanship.

**Please attach warranty statement(s).**

**(Price Sheet continues on Next Page)**

**Marion County Coroner's Office**

Line	Item	Cat # / Manufacturer	Price per box	Price per case
	<b>BLACK-FIRE</b> Powder-Free Nitrile Exam Gloves, Resists permeation of fentanyl for up to 240 minutes Thickness: 3.65mil (cuff); 3.9mil (palm); 5.5mil (middle finger)			
1.	<b>Size: Small</b>	Cat # _____ Manufacturer _____	\$ _____ _____gloves per box	\$ _____ _____boxes per case
2.	<b>Size: Medium</b>	Cat # _____ Manufacturer _____	\$ _____ _____gloves per box	\$ _____ _____boxes per case
3.	<b>Size: Large</b>	Cat # _____ Manufacturer _____	\$ _____ _____gloves per box	\$ _____ _____boxes per case

Line	Item	Cat # / Manufacturer	Price per box	Price per case
4.	<b>Size: X-Large</b>	Cat # _____  Manufacturer _____	\$ _____  _____gloves per box	\$ _____  _____boxes per case
	Latex Exam gloves, Natural, Non-Sterile, Polymer Coated, White; Beaded Cuff; 3.14mil thickness; textured fingertips			
5.	<b>Size: Small</b>	Cat # _____  Manufacturer _____	\$ _____  _____gloves per box	\$ _____  _____boxes per case
6.	<b>Size: Medium</b>	Cat # _____  Manufacturer _____	\$ _____  _____gloves per box	\$ _____  _____boxes per case
7.	<b>Size: Large</b>	Cat # _____  Manufacturer _____	\$ _____  _____gloves per box	\$ _____  _____boxes per case



Line	Item	Cat # / Manufacturer	Price per box	Price per case
8.	<b>Size: X-Large</b>	Cat # _____  Manufacturer _____	\$ _____  _____gloves per box	\$ _____  _____boxes per case
	Nitrile Exam Gloves, Powder-Free  Thickness: at palm 2.5mils; at fingertip 3.0mils			
9.	<b>Size: Large</b>	Cat # _____  Manufacturer _____	\$ _____  _____gloves per box	\$ _____  _____boxes per case
10.	<b>Size: X-Large</b>	Cat # _____  Manufacturer _____	\$ _____  _____gloves per box	\$ _____  _____boxes per case

Line	Item	Cat # / Manufacturer	Price per box	Price per case
	<b>Microflex</b> SafeGrip Exam Gloves Extended Blue Non-Sterile Chlorinated Textured Fingertips; Cuff Length Extended = 11.6 inches; Cuff Style Beaded Thickness: 11mil (palm); 14.2mil (fingertips)			
11.	<b>Size Small</b>	Cat # _____  Manufacturer _____	\$ _____ _____gloves per box	\$ _____ _____boxes per case
12.	<b>Size: Medium</b>	Cat # _____  Manufacturer _____	\$ _____ _____gloves per box	\$ _____ _____boxes per case
13.	<b>Size: Large</b>	Cat # _____  Manufacturer _____	\$ _____ _____gloves per box	\$ _____ _____boxes per case

Line	Item	Cat # / Manufacturer	Price per box	Price per case
14.	Size: X-Large	Cat # _____ Manufacturer _____	\$ _____ _____ gloves per box	\$ _____ _____ boxes per case

**Marion County Forensic Services Agency**

Line	Item	Cat # / Manufacturer	Price per box	Price per case
	<b>Microflex</b> Ultra One Latex Exam Gloves  Natural; Extended cuff; textured fingertips 9.8 mil (palm); 12.6 mil (middle finger)			
15.	Size: Small	Cat # _____ Manufacturer _____	\$ _____ _____ gloves per box	\$ _____ _____ boxes per case
16.	Size: Medium	Cat # _____ Manufacturer _____	\$ _____ _____ gloves per box	\$ _____ _____ boxes per case
17.	Size: Large	Cat # _____ Manufacturer _____	\$ _____ _____ gloves per box	\$ _____ _____ boxes per case

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Line	Item	Cat # / Manufacturer	Price per box	Price per case
18.	<b>Size: X-Large</b>	Cat # _____  Manufacturer _____  _____	\$ _____  _____gloves per box	\$ _____  _____boxes per case
	<b>Halyard</b> Sterling Nitrile Exam Gloves, Powder- Free  Thickness: at palm 2.5 mils; at fingertip 3.7 mils			
19.	<b>Size: Small</b>	Cat # _____  Manufacturer _____  _____	\$ _____  _____gloves per box	\$ _____  _____boxes per case
20.	<b>Size: Medium</b>	Cat # _____  Manufacturer _____  _____	\$ _____  _____gloves per box	\$ _____  _____boxes per case
21.	<b>Size: Large</b>	Cat # _____  Manufacturer _____  _____	\$ _____  _____gloves per box	\$ _____  _____boxes per case
22.	<b>Size: X-Large</b>	Cat # _____ Manufacturer _____  _____	\$ _____  _____gloves per box	\$ _____  _____boxes per case

Line	Item	Cat # / Manufacturer	Price per box	Price per case
	<b>Microflex</b> Black Dragon Latex Exam Gloves, Powder-Free  Thickness: at palm 5.5 mils; at fingertip 6.7 mils			
23.	<b>Size: Small</b>	Cat # _____  Manufacturer _____  _____	\$ _____  _____ gloves per box	\$ _____  _____ boxes per case
24.	<b>Size: Medium</b>	Cat # _____  Manufacturer _____  _____	\$ _____  _____ gloves per box	\$ _____  _____ boxes per case
25.	<b>Size: Large</b>	Cat # _____  Manufacturer _____  _____	\$ _____  _____ gloves per box	\$ _____  _____ boxes per case
26.	<b>Size: X-Large</b>	Cat # _____  Manufacturer _____  _____	\$ _____  _____ gloves per box	\$ _____  _____ boxes per case

**Indy Parks**

Line	Item	Cat # / Manufacturer	Price per box	Price per case
	Hi-Viz Green Poly-Dipped Pug Glove Superior cut level A8 protection recommended for construction and equipment manufacturing.Ultra durable HPPE blended liner with nitrile coating.			
27.	<b>Size: M</b>	Cat # _____ Manufacturer _____ _____	\$ _____ _____gloves	\$ _____ _____boxes per case
28.	<b>Size: L</b>	Cat # _____ Manufacturer _____ _____	\$ _____ _____gloves	\$ _____ _____boxes per case
29.	<b>Size: XL</b>	Cat # _____ Manufacturer _____ _____	\$ _____ _____gloves	\$ _____ _____boxes per case

Line	Item	Cat # / Manufacturer	Price per box	Price per case
30.	<b>Size: XXL</b>	Cat # _____  Manufacturer  _____	\$ _____ _____ gloves	\$ _____ _____ gloves
	Exam Nitrile 8 mil Orange Diamond Raised diamond texture on fingers and palms. Beaded cuff. Latex and allergy-free. Powder-free. Puncture and abrasion resistant. FDA compliant			
31.	<b>Size: M</b>	Cat # _____  Manufacturer  _____	\$ _____ _____ gloves	\$ _____ _____ boxes per case
32.	<b>Size: L</b>	Cat # _____  Manufacturer  _____	\$ _____ _____ gloves	\$ _____ _____ boxes per case

Line	Item	Cat # / Manufacturer	Price per box	Price per case
33.	Size: XL	Cat # _____  Manufacturer _____  _____	\$ _____  _____ gloves	\$ _____  _____ boxes per case
34.	Size: XXL	Cat # _____  Manufacturer _____  _____	\$ _____  _____ gloves	\$ _____  _____ boxes per case

**Indianapolis Metropolitan Police Department (IMPD)**

Line	Item	Cat # / Manufacturer	Price per box	Price per case
	Natural Rubber Latex, Any Color Standard Cuff Length, Powder-free, Freedom from Holes (Inspection Level I): 1.5AQL Thickness: 0.2MM/7.9MIL (finger), 0.16MM/6.3MIL (palm) Glove length: 245MM/9.6 inches			
35.	Size: XS (5.5 – 6)	Cat # _____	\$ _____	

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Line	Item	Cat # / Manufacturer	Price per box	Price per case
		Manufacturer _____	_____ gloves per box	\$ _____ _____ boxes per case
36.	<b>Size: S (6.5 - 7)</b>	Cat # _____ Manufacturer _____	\$ _____ _____ gloves per box	\$ _____ _____ boxes per case
37.	<b>Size: M (7.5 – 8)</b>	Cat # _____ Manufacturer _____	\$ _____ _____ gloves per box	\$ _____ _____ boxes per case
38.	<b>Size: L (8.5 - 9)</b>	Cat # _____ Manufacturer _____	\$ _____ _____ gloves per box	\$ _____ _____ boxes per case
39.	<b>Size: XL (9.5 - 10)</b>	Cat # _____ Manufacturer _____	\$ _____ _____ gloves per box	\$ _____ _____ boxes per case
40.	<b>Size: XXL (10.5 - 11)</b>	Cat # _____ Manufacturer _____	\$ _____ _____ gloves per box	\$ _____ _____ boxes per case

Line	Item	Cat # / Manufacturer	Price per box	Price per case
	Nitrile NOT MADE FROM Natural Rubber Latex, Any Color Standard Cuff Length, Powder-free, Freedom from Holes (Inspection Level I): 1.5AQL Thickness: 0.15MM/6MIL (finger), 0.11MM/ 4.3 MIL (palm) Glove length 245MM / 9.6 inches Allergy Prevention Latex (Type I), Silicone Free, Antistatic			
41.	<b>Size: XS (5.5 – 6)</b>	Cat # _____ Manufacturer _____	\$ _____ _____gloves per box	\$ _____ _____boxes per case
42.	<b>Size: S (6.5 - 7)</b>	Cat # _____ Manufacturer _____	\$ _____ _____gloves per box	\$ _____ _____boxes per case
43.	<b>Size M (7.5 – 8)</b>	Cat # _____ Manufacturer _____	\$ _____ _____gloves per box	\$ _____ _____boxes per case

Line	Item	Cat # / Manufacturer	Price per box	Price per case
44.	Size L (8.5 - 9)	Cat # _____ Manufacturer _____	\$ _____ _____gloves per box	\$ _____ _____boxes per case
45.	Size XL (9.5 - 10)	Cat # _____ Manufacturer _____	\$ _____ _____gloves per box	\$ _____ _____boxes per case
46.	Size XXL (10.5 - 11)	Cat # _____ Manufacturer _____	\$ _____ _____gloves per box	\$ _____ _____boxes per case

Line	Item	Cat # / Manufacturer	Price per box	Price per case
	Nitrile NOT MADE FROM Natural Rubber Latex, Any Color Powder-free, Freedom from Holes (Inspection Level I): 0.65 AQL Thickness: 0.20MM/ 7.9mil (finger), 0.198MM/ 7.9 mil (palm) Glove length 285MM/ 11.2 inches Allergy Prevention Latex (Type 1), Silicone Free, Antistatic Approved for Protection from Fentanyl			
47.	<b>Size: XS (5.5 – 6)</b>	Cat # _____ Manufacturer _____	\$ _____ _____gloves per box	\$ _____ _____boxes per case
48.	<b>Size: S (6.5 - 7)</b>	Cat # _____ Manufacturer _____	\$ _____ _____gloves per box	\$ _____ _____boxes per case

Line	Item	Cat # / Manufacturer	Price per box	Price per case
49.	<b>Size: M (7.5 – 8)</b>	Cat # _____  Manufacturer _____  _____	\$ _____  _____gloves per box	\$ _____  _____boxes per case
50.	<b>Size: L (8.5 - 9)</b>	Cat # _____  Manufacturer _____  _____	\$ _____  _____gloves per box	\$ _____  _____boxes per case
51.	<b>Size: XL (9.5 - 10)</b>	Cat # _____  Manufacturer _____  _____	\$ _____  _____gloves per box	\$ _____  _____boxes per case

(Price Sheet Continues on Next Page)

Department of Public Works

Line	Item	Cat # / Manufacturer	Price per box	Price Per Case
	Blue Nitrile Gloves			
52.	Size: <b>Small</b>	Cat # _____ Manufacturer _____	\$ _____ _____gloves per box	\$ _____ _____boxes per case
53.	Size: <b>Medium</b>	Cat # _____ Manufacturer _____	\$ _____ _____gloves per box	\$ _____ _____boxes per case
54.	Size: <b>Large</b>	Cat # _____ Manufacturer _____	\$ _____ _____gloves per box	\$ _____ _____boxes per case
55.	Size: <b>X-Large</b>	Cat # _____ Manufacturer _____	\$ _____ _____gloves per box	\$ _____ _____boxes per case

**Marion County Sheriff's Office**

Line	Item	Cat # / Manufacturer	Price per box	Price Per Case
	Black or Blue Nitrile Gloves Nitrile only Latex free Powder free Glove thickness: 4-6 mils	Cat # _____ Manufacturer _____		
56.	<b>Small</b>	Cat # _____ Manufacturer _____	\$ _____ _____ gloves per box	\$ _____ _____ boxes per case
57.	<b>Medium</b>	Cat # _____ Manufacturer _____	\$ _____ _____ gloves per box	\$ _____ _____ boxes per case
58.	<b>Large</b>	Cat # _____ Manufacturer _____	\$ _____ _____ gloves per box	\$ _____ _____ boxes per case
59.	<b>X-Large</b>	Cat # _____ Manufacturer _____	\$ _____ _____ gloves per box	\$ _____ _____ boxes per case

**(End of Price Sheet)**

## 26. Extended Price Sheet

26.1.	<p>If awarded an agreement as a result of the pricing proposed herein, will you extend this pricing to political subdivisions in Indiana (and notify Indianapolis Purchasing division upon initial extension to an additional subdivision)?</p> <p>[Political subdivisions include cities, towns, school corporations, and county governments. If you mark <u>YES</u>, you are agreeing that you are willing to extend your proposed pricing to any of these entities if they wish to purchase from any resulting Agreement.]</p>	Yes_____ No_____
26.2.	<p>Will there be a freight differential required to extend pricing to political subdivisions outside Marion County?</p>	Yes_____ No_____
26.3.	<p>Will you agree to provide upon request but not more than quarterly, a report to the City of Indianapolis that would include the names of;</p> <p>a. any participating political subdivisions and</p> <p>b. item descriptions and quantities purchased per subdivision?</p>	Yes_____ No_____
26.4.	<p>The City of Indianapolis <u>DOES NOT</u> accept responsibility for purchase orders issued by other political subdivisions.</p>	

(The rest of this page left intentionally blank.)



## 27. Exception Sheet

Please list and explain any exceptions to the specifications and terms of the request. Please note that the taking of an exception may cause your response to be deemed “non-responsive” if it is determined to be a material variance.

[illegible]

## 28. Sample Agreement

**AGREEMENT  
BETWEEN  
THE CONSOLIDATED CITY OF INDIANAPOLIS AND MARION COUNTY XXXX  
AND  
XXXX  
FOR THE SUPPLY OF  
XXXX**

THIS AGREEMENT, executed by and between the Consolidated City of Indianapolis and Marion County, Indiana, by and through \_\_\_\_\_ (hereinafter City), and \_\_\_\_\_ (hereinafter Contractor);

WITNESSETH THAT:

WHEREAS, City is desirous of retaining Contractor's services for procurement of and delivery of \_\_\_\_\_ (more particularly described in Attachment A, "Scope of Services"); and

WHEREAS, Contractor is capable of said procurement and delivery of \_\_\_\_\_ (hereinafter "Goods") as per its Bid on City's ITB No. \_\_\_\_\_; and

WHEREAS, said Bid was determined to be the lowest responsible and responsive Bid for said requisition;

NOW THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

### **SECTION I. TERM**

- 1.01 The term of this Agreement shall be for \_\_\_\_ years from the date of execution of this Agreement by all parties, unless terminated earlier in accordance with the terms of this Agreement or with applicable law.
- 1.02 This Agreement may be renewed by agreement of parties. The term of the renewal may be less but shall not be longer than the term of the original Agreement. A renewal shall be only by written instrument signed by both City and Contractor and attached hereto as an amendment. All other terms and conditions of the Agreement shall remain the same as set forth herein. In no event may the total term of this Agreement, including amendments and extensions, exceed a period of four years.

### **SECTION II. SERVICES, DELIVERY AND ACCEPTANCE**

2.01 If the Scope of Services requires services incidental to the procurement and delivery of the Goods, Contractor shall perform such services in a workmanlike manner and in accordance with the conditions of this Agreement.

## 2.02 Delivery

2.02.1 Contractor shall deliver the Goods specified in Attachment A, "Scope of Services" within \_\_\_\_\_ business days from receipt of each order placed by City. All deliveries shall be made Monday through Friday during normal business hours (City holidays excluded) unless other prior arrangements with City are made.

2.02.2 Delivery date shall be the date a complete item, vehicle, or piece of equipment ("Goods"), installed and/or ready to operate, has been delivered to City. To be accepted, the Goods must successfully pass an acceptance inspection by City. Acceptance inspection shall be an inspection as well as an operational test to ensure the Goods both meet the specifications and are operable. Unless otherwise noted in the specifications, the acceptance inspection will be completed within fifteen (15) calendar days of the delivery date. The warranty for said equipment shall become effective on the "Date of Acceptance". Please Note: For equipment to be accepted, all manuals, ownership papers, and a certificate of origin, if required, must be supplied at the time the Goods are delivered.

2.02.3 Time is of the Essence. It is hereby understood by both parties that time is of the essence in this Agreement. Failure of Contractor to supply and deliver the Goods as herein provided will result in monetary damages to City in the amount stated in specifications, if any. Contractor agrees to pay City said damages or, in the alternative, City may withhold monies otherwise due Contractor. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit City's other remedies under this Agreement, or as provided by applicable law. Extensions may be granted by City based upon inclement weather, natural disaster, or other acts beyond the control of Contractor. Such extensions must be in writing and agreed to by both parties.

2.02.4 If Contractor fails to supply and deliver Goods as required by the terms of this Agreement, City may procure the same or similar items from the open market. If the market price of those items is greater than the Agreement price, Contractor shall be liable to City for the difference between the market price and the Agreement price, plus it shall be liable to City for any incidental or consequential damages incurred by City as a result of Contractor's breach. Contractor's liability may be deducted from any monies due or that may become due Contractor and shall not limit City's other remedies available under this Agreement or as provided by applicable law. If Contractor's liability exceeds the sum of any monies due or that may become due Contractor under the Agreement, Contractor shall pay City the amount of said excess.

2.02.5 City shall be the sole judge of the adequacy of Contractor's performance pursuant to this Agreement. Contractor shall not be relieved of liability to City for damages sustained by virtue of any breach of this Agreement. City may withhold payment due or that may become due to Contractor as set-off for any damages due City. If City's damages exceed the amount of payment due or that may become due, Contractor shall pay City the excess. City's right of set-off shall not limit its other remedies available under this Agreement or as provided by applicable law.

## 2.03 Defects; Correction

2.03.1 Contractor shall perform final inspections on all Goods prior to delivery. City has the right to inspect the Goods to the extent practicable, at any time and place. If, as a result of City's acceptance inspection, City determines that any Goods do not conform to Agreement requirements, City may, at Contractor's cost and at no increase in contract amount and at City's sole option and discretion:

- 1) require Contractor promptly to correct the defects to the non-conforming goods where practicable; or
- 2) reject the non-conforming goods and require Contractor to complete the order by delivering conforming goods.

2.03.2 When the defects for any Goods cannot be corrected practicably, City may at its sole option and discretion:

- 1) by contract or otherwise, correct the defects and charge the Contractor any costs incurred by City directly related to the cost of correcting the defects; or
- 2) reduce the Agreement price to reflect the reduced value of the Goods.

2.03.3 If the Contractor fails to correct performance or take necessary action to ensure future performance, in conformity with contract requirements, or when the defects for any Goods cannot be corrected practicably, City may:

- 1) require Contractor to take necessary action to ensure that future performance conforms to Agreement requirements; and/or
- 2) terminate the Agreement for default.

2.04 Any remedy provided by this section shall not limit City's other remedies available under this Agreement or as provided by applicable law.

### **SECTION III. COMPENSATION**

3.01 Contractor shall submit a properly itemized invoice for approved orders; City will pay Contractor within thirty days after receipt of such properly itemized claim forms. City shall compensate Contractor in an amount not to exceed the per unit prices as shown on Attachment B.

3.02 If, for any reason, City rejects the Goods supplied by Contractor, City shall not be responsible for any shipping, restocking, or similar charges incurred by Contractor.

3.03 NO MINIMUM OR MAXIMUM AMOUNT OF GOODS TO BE PURCHASED UNDER THIS AGREEMENT IS STATED OR IMPLIED HEREIN.

3.04 The prices as stated in Attachment B shall remain in effect for the term of this Agreement.

3.05 Contractor shall maintain proper accounting records relevant to this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by City's representatives at reasonable business hours.

## **SECTION IV. GENERAL PROVISIONS**

### **4.01 Liability of Parties**

Contractor agrees to defend, indemnify, and hold harmless City and its officers, agents, officials, and employees for (1) any and all liability, claims, actions, causes of action, judgments, and/or liens arising out of any negligent act or omission by Contractor or any of its officers, agents, employees or subcontractors; or (2) any defect in materials or workmanship of any supply, material, mechanism, or other product or service which it or any of its officers, agents, employees, or subcontractors has supplied to City or has used in connection with this Agreement. Such indemnity shall include attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

### **4.02 Termination**

- 4.02.1 City may terminate this Agreement, in whole or in part, upon ten (10) calendar days written notice to Contractor, in the event that Contractor becomes insolvent or violates or fails to perform any term, covenant, or provision in accordance with the terms of this Agreement. Contractor shall have an opportunity for consultation with City prior to termination.
- 4.02.2 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding. In this instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including, but not limited to, incorporating in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.
- 4.02.3 City reserves the right to terminate this Agreement, in whole or in part, for its convenience at any time during the term of the Agreement, without penalty, upon ten (10) calendar days written notice to Contractor and an opportunity for consultation with City prior to termination.

### **4.03 Independent Contractor**

Both parties agree that for the purpose of this Agreement, Contractor shall be an independent Contractor as that term is commonly used and is not an employee of the Consolidated City of Indianapolis and of Marion County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.

### **4.04 Assignment**

City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party in respect to all covenants of this Agreement. Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City.

In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to

whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

- 4.05 Prompt pay requirement. Contractor shall pay subcontractors and suppliers funds due from previous progress payments within fifteen (15) business days of receipt of payment from the City. During the term of this Agreement and upon completion of this Agreement, the City may request documentation to certify payments to subcontractors and suppliers and Contractor shall provide such documentation within fourteen (14) days of such request. Violation of this requirement shall constitute a breach of this Agreement.

4.06 Extent of Agreement: Integration

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement
2. Technical Specifications (Attachment A, "Scope of Services")
3. Bid Prices (Attachment B)

In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Services to be performed by Contractor or other rights and obligations of City and Contractor, the document expressing the greater quantity, quality, or scope of the service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in order as enumerated above.

4.07 Renewal of Agreement

This Agreement may be renewed by agreement of parties. The term of the renewal may be less but shall not be longer than the term of the original Agreement. A renewal shall be only by written instrument signed by both City and Contractor and attached hereto as an amendment. All other terms and conditions of the Agreement shall remain the same as set forth herein.

4.08 Insurance

- 4.08.1 Contractor must keep and maintain a Product Liability- Completed Operations limit of \$1,000,000 in conjunction with this agreement.

If services such as installation, or on-site maintenance are required as part of the supply, the contractor will be expected to carry a minimum of:

- 1) One Million Dollar (\$1,000,000) per occurrence Commercial General Liability,
- 2) One Million Dollar (\$1,000,000) Combined single limit auto coverage, and
- 3) Statutory requirements for workers compensation.

Any third party vendor acquired to perform delivery or product service must maintain the same minimum standards of insurance as the contractor.

The City, at its discretion, may require the vendor to produce an excess umbrella limit if product service or installation is anticipated for longer durations of time, or will consist of frequent trips to City owned property.

The Contractor shall extend all applicable coverages to the Consolidated City of Indianapolis and Marion County as an Additionally Insured party and shall file such Certificates of Insurance with City prior to commencement of any work. The coverages afforded under the policies shall not be cancelled or not renewed until at least thirty (30) days after written notice has been given to City. Upon cancellation, Contractor shall obtain a new insurance policy in accordance with Section 4.07 of this Agreement and send a copy of the new policy to the City.

All carriers supplying coverage must be A rated or better, according to A.M. Best and Company standards.

4.08.2 With the prior approval of City, Contractor may substitute different types of coverage for those specified. The City may also choose to waive all or portions of the required limits with written approval by the Department or Agency Director, or through the City Risk Manager. Contractor shall be responsible for all deductibles.

4.08.3 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts.

#### 4.09 Necessary Documentation.

Contractor certifies that it will furnish City any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it will keep its license, permit, registration, authorization, or certification in force during the term of this Agreement.

#### 4.10 Confidentiality.

Contractor acknowledges that City will not treat this Agreement as confidential information and will post the Agreement on the City of Indianapolis website as required by Section 141-105 of the Revised Code of the Consolidated City of Indianapolis and Marion County. Use by the public of any document or the information contained therein shall not be considered an act of City.

#### 4.11 Applicable Laws; Forum.

4.11.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

4.11.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion.

#### 4.12 Nondiscrimination

- 4.12.1 Contractor and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

#### 4.13 Minority, Women's, Veteran's, or Disability-Owned Business Enterprise Participation

- 4.13.1 To the extent Contractor uses subcontractors or other agents in the performance of services under this Agreement, Contractor shall either:

- 1.1.1.1.1. Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, three percent (3%) Veteran's Business Enterprises, and one percent (1%) Disability-Owned Business Enterprises in the performance of services under this Agreement; or
- 1.1.1.1.2. Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of the City of Indianapolis Office of Minority & Women Business Development.

Failure of Contractor to comply with either (a) or (b), above, shall constitute a breach of this Agreement.

#### 4.14 Workmanship and Quality of Materials

- 4.14.1 As required in the Technical Specifications, Contractor shall guarantee the Goods for a period of \_\_\_\_\_ from date of acceptance. Failure of any portion of the Goods due to improper materials or workmanship, materials of construction or design may result, at City's option, in a refund to City of the purchase price of that portion which failed or, in the alternative, in replacement of that portion which failed at no cost to City, in addition to all other remedies provided by law and by this Agreement.
- 4.14.2 City shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of the Department and are not subject to arbitration.

#### 4.15 Safety

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to insure their safety.

#### 4.16 Attorneys' Fees

Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection, or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions, responsibility, or any other terms of this Agreement.



#### 4.17 Written Notice

Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party) :

To Contractor:

To City:

, Director  
Department  
200 East Washington Street, Suite  
Indianapolis, Indiana 46204

#### 4.18 Severability and Waiver

In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of City to insist on strict compliance with the provisions of this Agreement shall not constitute waiver of City's right to demand later compliance with the same or other provisions of this Agreement.

#### 4.19 Debarment and Suspension

- 4.19.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 4.19.2 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
- 4.19.3 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

#### 4.20 Authority to Bind Contractor

Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.

#### 4.21 Conflict of Interest.

- 4.21.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
- 4.21.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

#### 4.22 Disputes

Contractor shall carry on all work required under this during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

**[INCLUDE THE E-VERIFY TERM IF CONTRACT INCLUDES ANY SERVICES]**

#### 4.23 Compliance with E-Verify Program. By executing this Agreement, the Contractor affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- 4.23.1 The Contractor shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- 4.23.2 The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- 4.23.3 The Contractor shall require its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

If Contractor is in violation of IC § 22-5-1.7, and fails to cure the breach within 30 days after being notified by the City, such circumstance may constitute a material breach of this Agreement and the City may terminate this Agreement as provided by this statute.

#### 4.24 Tax exemption

The Consolidated City of Indianapolis and Marion County are exempt from local, state and federal taxes and will not be responsible for any taxes levied on Contractor as a result of this Agreement.

The Tax exempt ID number for the Consolidated City of Indianapolis and Marion County is: 03157202-001-0.

#### 4.25 Additional Information upon Request

The Contractor shall, upon request of the City, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code section 22-2-17-3, to the extent such information is related to the provision of services under this Agreement.

#### 4.26 Post-Employment Restrictions

Contractor, providing supplies, real property, or services under this Agreement, certifies to City that no employee, contract employee, or sub-contractor of Contractor:

- 4.26.1 Participated in any way in the solicitation, negotiation, or awarding of this Agreement while previously employed by an agency of the City of Indianapolis or Marion County for a period of one (1) year prior to the execution of this Agreement;
- 4.26.2 For a period of one (1) year after such employee ceased supervising the administration or performance of this Agreement on behalf of an agency of the City of Indianapolis or Marion County, shall perform any functions on behalf of Contractor under this Agreement with respect to the City, unless the employee's former agency has consented to the employee's performance for Contractor in writing;
- 4.26.3 Has violated any provision of Chapter 293 of the Revised Code of the Consolidated City of Indianapolis and Marion County, regarding the solicitation, negotiation, awarding, or performance of this Agreement;
- 4.26.4 Is currently an official or deputy mayor of, or has appointing authority to, any agency of the City of Indianapolis or Marion County; and
- 4.26.5 Was previously employed by the City of Indianapolis or Marion County within one (1) year of this Agreement and currently has the performance of lobbying activity (as that term is defined in Section 909-101 of the Revised Code of the Consolidated City of Indianapolis and Marion County) related to an agency or an official as a responsibility of his or her employment or contractual relationship with Contractor.

Violation of this certification shall constitute a material breach of this Agreement and, upon such a violation, City may terminate this Agreement. In addition, upon a violation of this certification, City shall report such violation to the Office of Corporation Counsel who may, at its discretion, debar Contractor from eligibility for future city and/or county purchasing, bids, contracts, and/or projects.

#### 4.27 Supersession

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.

E-sign digital signature block: This agreement will require electronic signatures by Awarded Vendor and City to constitute a legally binding transaction.

**ATTACHMENT A**  
**SCOPE OF SERVICES**

Technical Specifications  
[insert name of specs]  
ITB No. \_\_\_\_\_

Contractor shall provide all items listed in Attachment B in accordance with the Technical Specifications contained herein. All items, where applicable, shall conform to specifications, including any Supplemental Specifications effective at the date of quote/bid opening.

SAMPLE

**ATTACHMENT B  
PRICING**

[Insert Bid Pricing Sheet Here]

SAMPLE

**ATTACHMENT C  
BID DOCUMENTS**

[Attachment/inclusion of full bid documents shall be at the City's Sole discretion]

SAMPLE

<b>DO NOT OPEN</b>	
<b>SEALED RFB</b>	
<b>DELIVERED ONLY TO:</b>	
Emily Koschmeder, Buyer	
Purchasing Division	
City/County Building	
200 E. Washington Street, Suite1522	
Indianapolis, IN 46204	
RFB No.	<b>RFB-11EAL-205</b>
RFB Name	<b>Gloves</b>
DUE DATE	<b>July 24, 2025</b>
DUE TIME:	<b>10:00 a.m. Eastern Time</b>