

**BID PROPOSAL FORM page 1  
COVER PAGE**

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.

Submitted By: Company name: Blu Petroleum, Inc (Parent Petroleum)

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other Bid documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the Bid.

For purposes of this offer, the terms Offeror, Bidder, Vendor and Contractor are used interchangeably.

- II. In submitting this Offer, the Vendor acknowledges:

- A. All bid documents have been examined: Instructions to Bidder, General Terms and Conditions, Specifications and Requirements, Contract Language, and the following addenda:

No. ~~111~~, No. ~~111~~, No. ~~111~~, (Vendor to acknowledge addenda here.)  
— attached

**SUBMITTED BY**

COMPANY Blu Petroleum, Inc (Parent Petroleum)

ADDRESS 21402 W IL RT 60

CITY, STATE, ZIP Mundelein, IL 60060

PREPARER'S NAME Heather Hanley  
Please Print

AUTHORIZED SIGNATURE Heather C Hanley

PREPARER'S TITLE Senior Petroleum Consultant

EMAIL hhanley@blupetroleum.com

PHONE # (847) 566-5536 FAX # (847) 566-5825 DATE 4/26/17

mobile: 847-826-9332



CITY OF LIGHTS

ROBERT J. O'CONNOR  
Mayor

Procurement Division | Finance Department

Joan M. Schouten, MBA CPIM CPPB  
Director of Procurement

DATE: April 19, 2017  
TO: Prospective Bidders  
FROM: Joan M. Schouten, Director of Procurement  
RE: **CITY OF AURORA INVITATION TO BID 17-20 – ADDENDUM #1  
FUEL: WAGONLOAD QUANTITIES**

This addendum forms a part of the Invitation to Bid 17-20 Fuel: Wagonload Quantities for various City of Aurora Divisions. All other information pertaining to the Invitation to Bid shall remain the same.

Bidder must submit shall have provided all requested information, and submitted all appropriate forms, and addendum acknowledgements in order to be considered responsive. Sealed Bids will be accepted prior to 2:00 pm, Wednesday, April 26, 2017 at the City of Aurora, Attn: City Clerk's Office, 44 E. Downer Place, Aurora, IL 60507.

**Please attach a copy of this addendum as acknowledgement of this addendum with your quotation form. Failure to do so may subject Bidder to disqualification.**

Responses/Clarifications to questions received by 5:00 pm, Tuesday, April 18, 2017:

1) Do you just want a single freight rate for every type of fuel and location?

Yes, the city is looking for one flat administrative/delivery/fee/gallon.

2) Does the city always pay Net 45 or is it sooner?

The city strives to pay sooner; however, the approval of payments is contingent on the meeting schedule of the City Council.

3) Are bid tabulations for past bids available?

No past bid tabulations are available. these services have not been bid before.

**End of Addendum #1**

44 E. Downer Place | Aurora, IL 60507-2067  
630-256-3550 Office | 630-256-3559 Fax

**BID PROPOSAL FORM page 2  
AFFIDAVIT**

I (We) hereby certify and affirm that being first duly sworn an oath, deposes and states that all statements made herein are made on behalf of the BIDDER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

I (We) further certify that my (our) proposal was prepared independently on this work, that it contains no fees or amounts other than for the legitimate execution of the work as specified, and that it includes no understandings or agreements in restraint of trade.

**(If an Individual)**

Signature of Bidder \_\_\_\_\_ (SEAL)

Business Address \_\_\_\_\_  
\_\_\_\_\_

**(If a Co-partnership)**

Firm name \_\_\_\_\_ (SEAL) FEIN# \_\_\_\_\_

Name/Signature \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Names/Addresses of Firm Members \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(If a Corporation)**

Corporate Name Blu Petroleum, Inc. (SEAL) FEIN# 45-2409477

Business Address 21402 W IL RT 60  
Mundelein, IL 60060

President Name/Signature Steven Poole \_\_\_\_\_

Secretary Name/Signature Dan Beelow \_\_\_\_\_

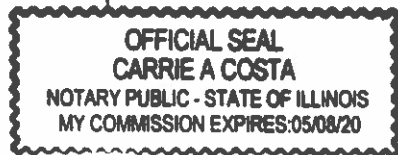
Treasurer/Officer Name/Signature Steven Poole \_\_\_\_\_

Name/Signature of Bidder's Executing Officer Heather Hanley \_\_\_\_\_

ATTEST/Witness:

By Carri A. Costa

Title Notary  
Subscribed and sworn to before me this 26 day of April, 2017.



NOTARY PUBLIC (seal)

**BID PROPOSAL FORM *page 3***  
**CERTIFICATION OF COMPLIANCE**

- (A) The undersigned certifies that, pursuant to the Equal Opportunity Employer provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant to all EEOC requirements.
- (B) The undersigned certifies that, pursuant to amended in section 2-105 of Public Act 87-1257 complies with the Illinois Human Rights Act as certifies it is in compliance with all equal employment practice requirements.
- (C) The undersigned certifies that, pursuant to 720 ILCS Act 5, Article 33E of the Illinois Compiled Statutes, the bidder is not barred from bidding on this project, or entering into a contract for this project, as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.
- (D) The undersigned certifies that, pursuant to 65 ILCS 5/11-42.1-1 of the Illinois Compiled Statutes, the bidder is not barred from proposing with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes administered by the Illinois Department of Revenue unless bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.
- (E) The undersigned certifies that, pursuant to 30 ILCS 580/3, Section 3 of the Illinois Compiled Statutes, the bidder deposes, states and certifies it will provide a drug free workplace, inclusive of all satellite locations as well as the City of Aurora sites, by complying to the Illinois Drug Free Workplace Act.
- (F) The undersigned certifies that, pursuant to 775 ILCS 5/2-105 of the Illinois Compiled Statutes, the bidder, deposes, states and certifies it has adopted a written sexual harassment policy,
- (G) The undersigned certifies that, pursuant to 820 ILCS 130/1-12 of the Illinois Compiled Statutes, the bidder, when required, is in compliance to all requirements of the Prevailing Wage Act including wages, medical and hospitalization insurance and retirement for those trades covered in the Act. And pursuant to Illinois Public Act 94-0515, and all provisions of the Employee Classification Act, 820 ILCS 185/1 et seq. said bidder agrees to submit certified payroll records as stated within.
- (H) The undersigned certifies that, pursuant to 30 ILCS 570/ Section 5 Article 2 of the Illinois Compiled Statutes, the bidder is in compliance to all requirements of the Employment of Illinois Workers on Public Works Act. Furthermore, the bidder must demonstrate a good faith effort toward providing equal employment opportunities for City of Aurora residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the city's labor force.
- (I) The undersigned certifies that, pursuant to City of Aurora ordinance #2-331, bidder for all such contracts in excess of twenty-five thousand dollars (\$25,000.00) must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.
- (J) The undersigned certifies that they have not entered in to any collusion or other unethical practices with any person, firm or employee of the City of Aurora which would in any way be construed as unethical business practice.

**Check One:**

**There are no conflicts of interest**, and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm, or your firm's ownership, management or staff will immediately notify the City of Aurora in writing.

**There is an affiliation** or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the City of Aurora who makes recommendations to the City of Aurora with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your bid any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of Aurora affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

**BID PROPOSAL FORM *page 4***  
**PRICE PROPOSAL**

I/We propose to furnish material and labor as specified in the attached Specifications to Bid at the below delivered prices. No additional charges over said bid price will be accepted without written approval of the Procurement Director.

**Regular Unleaded Gasoline – Minimum 87 Octane**

\$ Chicago terminal LOW price on the day of delivery as quoted by OPIS

**Diesel Ultra Low #2 w/ 5% Biodiesel**

\$ Chicago terminal LOW price on the day of delivery as quoted by OPIS

**Diesel off Road #2 Dyed Red**

\$ Chicago terminal LOW price on the day of delivery as quoted by OPIS

**Diesel Winter Additive (November - March)**

\$ Chicago terminal LOW price on the day of delivery as quoted by OPIS

**Taxes**

Not to exceed those authorized by the State of Illinois.

**Administrative/delivery fees**      \$0.13 /gallon x 70,000\* gallons = \$ 9,100

*\* This quantity is used for analysis purposes only and does not guarantee any commitment.*

**★ Additional \$0.02 for premium diesel additive**

**Bidder to notate any additional costs that may be incurred as a result of emergency services.**

**BID PROPOSAL FORM page 5**  
**CONTACT INFORMATION**

Vendor shall provide contact information assigned to service the City of Aurora account.

**Customer Service/General Information:** Phone: 847-566-5536

**Place Orders:**

Name: Heather Hanley  
Phone: 847-826-9332 Fax: 847-566-5825  
E-mail: hhanley@blupetroleum.com

**Billing & Invoicing Questions:**

Name: Donna Gorman  
Phone: 815-405-2178 x104 Fax: 847-566-5825  
E-mail: dgorman@blupetroleum.com

**Operational Questions:**

Name: Mike Murphy  
Phone: 847-790-6218 Fax: 847-566-5825  
E-mail: mmurphy@blupetroleum.com

## **Blu Petroleum, Inc.**

### **Customer Referrals**

- 1. Village of Melrose Park**  
2300 Main St  
Melrose Park, IL 60160  
Barb Krefft, 708-878-9323
- 2. Palatine Hills Golf Course (Palatine Park District)**  
512 West Northwest Hwy  
Palatine, IL 60067  
Brad Helms, 847-894-0006
- 3. Village of Huntley**  
11000 Bakley St  
Huntley, IL 60142  
Mike Langton, 224-242-5501
- 4. Village of Lake in the Hills**  
9010 Haligus Rd  
Lake in the Hills, IL 60156  
Guy Fehrman, 847-960-7507
- 5. Village Hawthorn Woods**  
35 North Old McHenry Rd  
Hawthorn Woods, 60047  
Mathew Bartlett-224-277-0887

**CITY OF AURORA AGREEMENT  
FUEL: WAGONLOAD QUANTITIES  
INVITATION TO BID: 17-20**

**THIS AGREEMENT**, entered on this \_\_\_\_ day of \_\_\_\_\_, 2017 (“Effective Date”), for Fuel: Wagonload Quantities for several city facilities (“Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and (“Contractor”), located at \_\_\_\_\_.

**WHEREAS**, the City issued an Invitation to Bid (“ITB”) for Fuel: Wagonload Quantities for several city facilities; and

**WHEREAS**, the Contractor submitted a Bid in response to the ITB and represents that it is ready, willing and able to perform the Services specified in the ITB and herein as well as any additional services agreed to and described in the Agreement; and

**WHEREAS**, on \_\_\_\_\_, the City awarded the services to the contractor.

**IN CONSIDERATION** of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

**1. Agreement Documents.** The Agreement shall be deemed to include this document, contractor’s response to the ITB, to the extent it is consistent with the terms of the ITB, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid 17-20

In connection with the ITB and this Agreement, contractor acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Contractor represents that such material and information furnished in connection with the ITB and this Agreement is truthful and correct. Contractor shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

**2. Scope of Services.** Contractor shall perform the Services listed in the Invitation to Bid, Special Provisions and Specifications, attached hereto as Exhibit 1.

**3. Term.** This contract will be in force beginning the first of the month following the execution date of this contract which shall be defined as the latest date of signature authority. This contract is for one (1) year of services with an optional two (2) one (1) year extensions based on satisfactory service and administrative/delivery fees are held firm. The city has sole authority in determining extensions.

**4. Compensation.**

**a. Maximum Price.** In accordance with the ITB, the administrative/delivery fee may not be changed during the course of this agreement. Price shall remain firm for the entire contract period and city approved extensions.



**b. Schedule of Payment.** The City shall pay the contractor for the Services in accordance with the amounts set forth in Exhibit 2. The contractor shall be required to submit an itemized invoice as well as supporting OPIS documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within forty-five (45) days after approval of the invoice.

## **5. Performance of Services.**

**Standard of Performance.** Contractor shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Contractor shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Contractor or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Contractor from the responsibilities set forth herein.

## **6. Termination.**

**Termination for Convenience.** The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Contractor with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Contractor only for services performed up to the date of termination. After the termination date, Contractor has no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor shall deliver to the City all finished and unfinished documents, studies and reports which shall become the property of the City.

## **7. Miscellaneous Provisions.**

**a. Illinois Freedom of Information Act.** The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

**b. Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

**c. Consents and Approvals.** The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

**d. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

**FOR CITY OF AURORA**

By: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

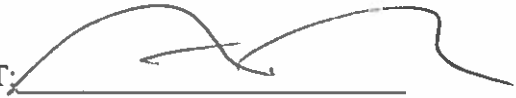
City Clerk

**FOR CONTRACTOR**

Company Name Blu Petroleum, Inc.

By:  \_\_\_\_\_

Title: President - Steve Poole

ATTEST:  \_\_\_\_\_

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(If a Co-Partnership)

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

Partners doing Business under the firm

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(If an Individual)

\_\_\_\_\_

(seal)

(seal)



PROCUREMENT DIVISION

44 East Downer Place  
Aurora, Illinois 60507

(630) 256-3550 (phone)  
(630) 256-3559 (fax)

on file -  
\* partners w/ Parent  
Petroleum, Inc.  
**VENDOR APPLICATION FORM**

Please fill in all spaces, Insert "NA" in blocks not applicable.  
TYPE OR PRINT ALL ENTRIES.

Date: 4/25/17

COMPANY <u>Blu Petroleum, Inc</u>	HOW LONG IN PRESENT BUSINESS?
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ADDRESS <u>21402 W IL RT 60</u>	CITY <u>Mundelein</u>	STATE <u>IL</u>	ZIP <u>60060</u>
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CONTACT PERSON <u>Heather Hanley</u>	PHONE AND EXTENSION <u>847-826-9332</u>	FAX NUMBER <u>847-566-5825</u>
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EMAIL ADDRESS  
hhanley@blupetroleum.com

TYPE OF ORGANIZATION (Check Applicable)	If Incorporated, indicate in which State
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation	<u>IL</u>

Year Established:	Number of Employees working in Aurora:
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CATEGORY (Check below the category which applies to the applicant)

<input type="checkbox"/> (A) Manufacturer or Producer	<input type="checkbox"/> (C) Retailer	<input checked="" type="checkbox"/> (E) Distributor
<input type="checkbox"/> (B) Wholesaler	<input type="checkbox"/> (D) Manufacturer's Agent	<input type="checkbox"/> (F) Service Establishment

TYPE OF PRODUCT/SERVICE REQUESTING TO BID ON:  
Petroleum / Tank Cleaning

NAMES OF OFFICERS, MEMBERS OR OWNERS OF CONCERN, PARTNERSHIP, ETC.

(A) PRESIDENT <u>Steve Poole</u>	(B) VICE PRESIDENT <u>Dan Beelow</u>
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(C) SECRETARY <u>Dan Beelow</u>	(D) TREASURER <u>Steve Poole</u>
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(E) OWNERS OR PARTNERS

(F) IF (A) THRU (E) EMPLOYED BY STATE OR LOCAL GOVERNMENT STATE UNIT OF GOVERNMENT

TAXPAYER'S I.D. NO. FEIN <u>45-2409477</u> or S.S. No. _____	INSURANCE INFORMATION (Check Applicable) LIABILITY INSURANCE: \$1,000,000    \$2,000,000 <input checked="" type="checkbox"/> \$5,000,000    Other <input checked="" type="checkbox"/> Minimum acceptable limits are \$1M per occurrence, \$2M general aggregate (some projects/bids may also require higher limits and/or excess liability coverage). It is required that the City of Aurora be named as a primary, non-contributory additional insured. Insurance Co. <u>Federated</u>
Completed W-9 Form required	Attach a copy of your current certificate of insurance

PERSON(S) AUTHORIZED TO SIGN QUOTES, PROPOSALS, BIDS AND CONTRACTS:

NAME	OFFICIAL CAPACITY
<u>Heather Hanley</u>	<u>Senior Petroleum Consultant</u>

**MINORITY/WOMEN/DISABLED BUSINESS**

The City of Aurora has established a Procurement Development Program designed to encourage city procurement from businesses owned by minorities, women, and disabled persons (MWDP).

Please enclose a current copy of your minority status certification from one of the below agencies with this application to register as a minority group member.

- Illinois Unified Certification Program
- Illinois Department of Central Management Services (CMS) Business Enterprise Program
- Illinois Department of Transportation
- Women's Business Development Center

**MINORITY GROUP MEMBER** Please check the applicable box(es).

NOTE: Do not complete this section unless you have attached a certification from one of the listed agencies.

Minority Business Enterprise

Women Business Enterprise

Disabled Business Enterprise

The City of Aurora also recognizes procurement actions with self-declared (non-certified) MWDP businesses. Please check the applicable box below.

- African American     Hispanic American     Native American     Asian-Pacific American
- Women-Owned     Disabled

**References:** Please provide name, address and phone number of references.

1. Village of Melrose Park - Barb Krefft, 708-878-9323
2. Village of Huntley - Mike Langdon, 224-242-5501
3. Village of LITL - Guy Fehrman, 847-960-7507
4. Palatine Park District, Brad Helms, 847-894-0006
5. Village of Hawthorne Woods - Matt Bartlett, 224-277-0887

Heather C Hanley  
Signature of Person Authorized to Sign this Application

Heather C Hanley  
Name and Title of Person Signing (Type or Print)

**USE BY CITY OF AURORA ONLY**

<b>VENDOR NUMBER:</b>	<b>APPROVED BY:</b>	<b>DATE:</b>
<b>COMMODITY CODE:</b>	<b>MINORITY STATUS:</b>	



CITY OF LIGHTS

ROBERT J. O'CONNOR  
Mayor

Procurement Division | Finance Department

Joan M. Schouten, MBA CPIM CPPB  
Director of Procurement

CITY OF AURORA  
PURCHASE ORDER REQUIREMENT POLICY  
ACKNOWLEDGEMENT FORM

I/we hereby acknowledge and will comply with the following *Purchase Order Requirement Policy* of the City of Aurora.

*All properly authorized purchases of the City of Aurora must be evidenced by the issuance of a purchase order. A city purchase order number must be reflected on a vendor's invoice in order to ensure that purchases are made by authorized individuals for appropriate municipal purposes.*

*Any invoice received by the City of Aurora which is not supported by a purchase order will not be accepted as a valid city obligation. The invoice will be returned to the vendor without the city processing it for payment. This policy does not restrict city employees from making purchases on behalf of the city government with a credit card.*

*Notwithstanding the above, a city employee may make emergency purchases during non-business hours (i.e., without a purchase order) when goods or services are "urgently and imminently necessary for the preservation of life, health, and property." Prior to allowing an emergency purchase on behalf of the city, a vendor must obtain authorization from a member of the city's Procurement Division Staff:*

Procurement Division 630-256-3550  
Joan Schouten 630-688-0245  
Jolene Coulter 708-846-8811

Company Name: Blu Petroleum, Inc. (Parent Petroleum, Inc.)

Address: 21402 W IL RT 60

City: Mundelein State: IL Zip: 60060

Phone: 847-826-9332 Contact: Heather Hanley

Signature: Heather C Hanley Date: 4/24/17

Print Name: Heather Hanley

If you desire to receive purchase orders electronically, please provide your email address below:

Email Address: hhhanley@blupetroleum.com

Invoices may be submitted to the city's Procurement Division via email to: **PurchasingDL@aurora-il.org**.

City of Aurora, Procurement Division  
44 East Downer Place  
Aurora, Illinois 60507  
Fax: 630-256-3559  
Email: [PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org)

- on file w/ Parent Petroleum -

CITY OF AURORA

**Electronic Funds Transfer Agreement**

THE CITY OF AURORA (Purchaser) agrees to remit payment(s) to Parent Petroleum (Seller) through electronic funds transfer (EFT) in accordance to the following terms and conditions:

1. This form is solely for authorization to remit payments via EFT in accordance with the National Automated Clearing House Association's Corporate Trade Payment Rules.
2. In order to ensure timely and accurate application of each EFT payment, you must submit your Bank Name, Account Name, Account Number, ABA Number, Account Type, and email for remittance notification.
3. The Purchaser will use Cash Concentration Disbursement (CCD) format to remit to the Seller's financial institution.
4. The Purchaser will provide email notification to the email address provided by Seller to help ensure each EFT submitted is accurately and promptly applied to the appropriate invoice(s).
5. Although submitting payment via EFT, Purchaser's payment terms will remain the same in accordance with the Illinois Local Government Prompt Payment Act, except that Purchaser shall not be liable for payments not made within the allotted time due to Seller's bank inability to receive EFT payments, including, without limitation, bank computer software/hardware related issues.
6. Any cash discount period shall extend to the date that the invoice is paid.
7. All EFT transactions will be for credit to City of Aurora account(s) only. Adjustments may be made against payments to compensate for payments made in error.
8. Either Purchaser or Seller may terminate the use of EFT by written notice to the other at least thirty (30) days before the desired termination date.
9. **Written notice to Purchaser shall be addressed to:** CITY OF AURORA PURCHASING  
44 E. Downer Place  
Aurora, IL 60507

**Written notice to Seller shall be addressed to Seller Contact Information provided below.**

10. **Seller Bank Information:** A voided check or bank documents showing the applicable bank name, routing number, account name and account number into which the funds are to be deposited is required. Deposit slips are not acceptable.

Email for remittance notification: \_\_\_\_\_

City of Aurora Account No. with your institution (if applicable): \_\_\_\_\_

**11. Seller Contact Information:**

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

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

If you are able to meet all of the EFT requirements and you would like to proceed with being set-up via EFT payment, please sign and date below.

**Agreed to:**

**Agreed to:**

\_\_\_\_\_  
(Seller - Company Name)

\_\_\_\_\_  
City of Aurora  
(Purchaser)

By \_\_\_\_\_  
(Signature)

By Joan M. Schouten  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Joan M. Schouten  
(Print Name)

Date \_\_\_\_\_

Date \_\_\_\_\_

For Purchasing Use Only	
Vendor No.	
Entered by:	

**NOTE:** Occasionally certain payments to the Seller may be used by the Purchaser to acquire reimbursements from a third party such as the Federal government. By signing this agreement, the Seller agrees, upon the Purchaser's request, to provide a notarized letter which is an acceptable proof of payment, noting the time of service, payment amount and project, if any.

**REQUIRED:** Please attach a voided check or bank documents showing the applicable bank name, routing number, account name and account number into which the funds are to be deposited. Deposit slips are not acceptable.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Parent Petroleum, Inc</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) <b>3340 West Main Street</b>	Requester's name and address (optional)
City, state, and ZIP code <b>St Charles, IL 60175</b>		
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
<b>Employer identification number</b>	
3 6 - 3 2 5 7 3 1 3	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Brenda Rago</i>	Date ▶ _____
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>BLU PETROLEUM, INC</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) <b>21402 W. HWY 60</b>	Requestor's name and address (optional)
6 City, state, and ZIP code <b>MUNDELEIN, IL 60060</b>		
7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number																					
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4	5		2	4	0	9	4	7	7												

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>4/7/2017</u>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.