



**CITY OF BLOOMINGTON**

401 N Morton St  
Bloomington, IN 47404  
[www.bloomington.in.gov](http://www.bloomington.in.gov)

**INVITATION TO BID**

For

**Unleaded and Diesel Fuel**

**ITB #2016-PW-FUEL**

**RELEASE DATE: SEPTEMBER 27, 2016**

**SUBMITTAL DATE: OCTOBER 18, 2016**

## TABLE OF CONTENTS

	<u>PAGE</u>
<b>INVITATION</b> .....	1
<b><u>PART I</u></b>	<b><u>GENERAL INFORMATION</u></b>
1.1	Background ..... 1
1.2	Specifications ..... 1
1.3	Order Requirements ..... 1
1.4	Delivery Requirements ..... 2
1.5	Award ..... 3
1.6	Key Deadline Dates ..... 3
<b><u>PART II</u></b>	<b><u>GENERAL CONDITIONS</u></b>
2.1	Submission Instructions ..... 4
2.2	Bid Submittal Costs ..... 4
2.3	Acceptance..... 4
2.4	Inquiries and Addenda ..... 4
2.5	Compliance ..... 5
2.6	Bid Rejection ..... 5
2.7	Bid Submittal Format ..... 5
<b><u>PART III</u></b>	<b><u>GENERAL REQUIRMENTS</u></b>
3.1	Bid Bond ..... 6
3.2	Tax Exemption..... 6
3.3	Payment Information and Invoice Submittal..... 6
3.4	Abandonment ..... 6
3.5	Contract Information ..... 6
3.6	Affirmative Action Plan..... 7
3.7	E-Verify Affidavit ..... 7
3.8	Non-Collusion Affidavit ..... 7
3.9	Vendor Registration ..... 7
3.10	Payment Preference ..... 7
<b><u>EXHIBITS</u></b>	
Request for Quote (Not an Order) Form .....	Exhibit A
Agreement Contract .....	Exhibit B
Affirmative Action Plan.....	Exhibit C
E-Verify Affidavit .....	Exhibit D
Non-Collusion Affidavit.....	Exhibit E
Taxpayer Identification Number Form (W-9) .....	Exhibit F
Electronic Funds Transfer Form .....	Exhibit G

**INVITATION:** The City of Bloomington Board of Public Works (hereinafter “City”) is issuing an Invitation to Bid (ITB) for Unleaded and Diesel Fuel. Sealed bids will be received in the City of Bloomington Public Works Department located in the Showers Building (City Hall) at 401 N. Morton St. Ste. 120, Bloomington, Indiana. Sealed bids will be accepted until 4:30 p.m. (EST), October 18, 2016.

**GENERAL INFORMATION  
PART I**

**1.1 BACKGROUND:** The City will be accepting sealed bids for delivered fuel to various locations. Estimated usage quantities are shown below. The City shall purchase fuel products from all bidders deemed responsible and responsive from this invitation and in accordance with Indiana Code (IC) 5-22-17-10.

**Unleaded Fuel**  
160,000 Gallons

**Diesel Fuel**  
115,000 Gallons

**1.2 SPECIFICATIONS:** The intent of this bid is to establish general specifications and requirements for providing the City with both unleaded and diesel fuel. The fuel products supplied shall meet, or exceed industry quality standards, and state and federal regulations at all times.

1.2.1 The bidder shall furnish complete detailed specifications upon request on any fuel products they submit a quote for.

1.2.2 The following fuel products shall be covered by this ITB:

**Unleaded Fuel**  
89 Midgrade (No Ethanol)  
89 Midgrade (E10)  
87 Low Grade (No Ethanol)  
87 Low Grade (E10)  
E85

**Diesel Fuel**  
Premium (50 Cetane Minimum)  
100% Soy Methyl Ester for Bio-Solids  
B20  
B10  
B5  
B2  
Premium Diesel  
#2 Diesel (44 Cetane Minimum)

**1.3 ORDER REQUIREMENTS:** The City shall follow the procedures listed below when requesting a quote for delivery of fuel products. Each bidder deemed responsible and responsive from this invitation will have an opportunity to submit a quote.

1.3.1 Each time the City needs to purchase fuel, whether it be diesel or unleaded, all approved bidders under contract with the City, will be contacted via email and provided the Request for Quote (Not an Order) Form, as shown in **Exhibit A**. All bidders will have an opportunity to quote their current best price by email to the City for the requested products.

- 1.3.2 Each bidder shall be required to return the Request for Quote Form within two (2) hours of receiving the emailed request whether the bidder is submitting a quote, or not. If a bidder does not return a form via email three (3) times in a row, the City shall no longer continue to submit a request form to the bidder, and the City may deem the Agreement terminated and void with the bidder.
- 1.3.3 If a bidder is not able to provide a price quote for the fuel products requested on the Request for Quote Form, the bidder should still provide a price quote for *any* fuel products listed on the request form which are available for purchase.
- 1.3.4 Bids shall not include any state or federal taxes.
- 1.3.5 The quote shall be awarded to the bidder who offers the best price for the products requested and who can meet the delivery requirements listed in Section 1.4.

**1.4 DELIVERY REQUIREMENTS:** The following requirements are applicable to the delivery of any fuel products which may result from the award of a quote. Any deviation from these requirements may result in a delay in processing of an invoice for payment.

1.4.1 Fuel shall be delivered to the following two sites as needed:

**Parks Operations Facility**  
 545 S Adams St  
 Bloomington, IN 47403

**City Service Center**  
 1969 S Henderson St  
 Bloomington, IN 47401

- 1.4.2 The bidder awarded an order for fuel shall be required to contact the City Fleet Department at 812.349.3494 prior to making an on-site delivery of fuel to either location.
- 1.4.3 A computer generated Bill of Lading shall be supplied with each delivery, and must include dispensing terminal, description of products, and net gallons delivered. The Bill of Lading shall be submitted to an on-site city staff member for a proper signature, and a copy shall remain with the city staff member.
- 1.4.4 All deliveries shall be listed and billed at net gallons at the time of delivery to the City.
- 1.4.5 The City shall only pay for the net gallons of fuel received in the tanks and any required road taxes.
- 1.4.6 For fuel orders submitted by 3:30 p.m. (EST), the bidder shall guarantee delivery of purchased fuel by 12:00 p.m. (EST) on the following business day.
- 1.4.7 Delivered fuel shall be free of any foreign material, suspended matter, or substances likely to damage the fuel pumps.

- 1.4.8 Selected bidder shall be liable for any loss of product incurred during the filling process.
- 1.4.9 Any spillage that occurs during delivery shall be reported to the Fleet Maintenance Manager immediately at (812.349.3864). The bidder shall assume all costs involved in cleanup of the spillage if due to the negligence of the bidder, or contracted delivery company.
- 1.4.10 If any products purchased as a result of a quote should fail to conform to specifications, or state and federal regulations, the product shall be removed at the supplier's expense. Any issues of conformity may result in the cancellation of any remaining contractual obligations.

**1.5 AWARD:** The award of a bid, if any award is made, will only be to responsible and responsive bidders who can submit a cost which offers the best overall value to the City, and who has the ability to meet the order and delivery requirements prescribed within this invitation.

- 1.5.1 The City reserves the right to award on an all or-none basis, or award to multiple bidders.
- 1.5.2 If an award is to be made, it may be made at the **October 18, 2016**, meeting, or at a subsequent Board of Public Works meeting. The City reserves the right to rescind any award if it is determined the offer is not in the best interest of the City, or if errors, omissions, inaccuracies, non-compliance, or any deficiencies are discovered after the award has been issued.
- 1.5.3 If the City determines that all bids received should be rejected, bidders shall be notified by the Purchasing Manager accordingly. The City may, or may not resubmit the Invitation to Bid request.
- 1.5.4 If the Board of Public Works approves the award of bid contracts, bid results will be available for review within twenty-four (24) hours after the award at: <https://bloomington.in.gov/rfp>. Results shall not be given over the telephone, or via email prior to the award of a contract.
- 1.5.5 Bids may be withdrawn any time *prior* to the scheduled deadline for receipt of bids; no bid may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

**1.6 KEY DEADLINE DATES:**

Event	Time	Day	Date
ITB Issue Date	N/A	Tuesday	September 27, 2016
Last Date to Submit Inquires	5:00 p.m. (EST)	Monday	October 10, 2016
Affirmative Action Plan Due Date	5:00 p.m. (EST)	Monday	October 17, 2016
<b>Bid Submittal Deadline</b>	<b>4:30 p.m. (EST)</b>	<b>Tuesday</b>	<b>October 18, 2016</b>
<b>Bid Opening</b>	<b>5:30 p.m. (EST)</b>	<b>Tuesday</b>	<b>October 18, 2016</b>

## GENERAL CONDITIONS

### PART II

- 2.1 SUBMISSION INSTRUCTIONS:** Sealed bids shall be submitted to the attention of the City of Bloomington Public Works Board. The original hard copy bid submittal packet shall be clearly marked "Fuel Bid 2016". Bids will be due to the address listed below on, or before **4:30 p.m. (EST), Tuesday, October 18, 2016**. No electronic or facsimile offers will be accepted.

Sealed bids will be opened and read aloud at the Board of Public Works meeting on **Tuesday, October 18, 2016 at 5:30 p.m. (EST)**. Any bids received after the deadline will be returned unopened.

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#### Submit Bids To:

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City of Bloomington Board of Public Works  
Fuel Bids 2016  
Attn: Kyla Cox Deckard, President  
401 N Morton Dr. Suite 120  
Bloomington, IN 47404

- 2.1.2 It is the bidder's responsibility to assure actual delivery of bid documents with the City prior to the established deadline. To confirm receipt of your submittal, please contact Christina Smith at 812.349.3589, or [smithc@bloomington.in.gov](mailto:smithc@bloomington.in.gov).
- 2.2 BID SUBMITTAL COSTS:** Those submitting bids do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual, or firm for any costs incurred in preparing, or submitting bids, or providing additional information when requested by the City.
- 2.3 ACCEPTANCE:** Submission of any bid indicates acceptance of the terms and conditions, and requirements contained in the ITB, and attached Agreement unless clearly and specifically noted in the bidder's submittal documents.
- 2.4 INQUIRIES AND ADDENDA:** It is the bidder's responsibility to clarify any details in question, or submit any suggestions before a bid is submitted. All questions, or suggestions shall be emailed to the attention of Julie Martindale, Purchasing Manager at [martindj@bloomington.in.gov](mailto:martindj@bloomington.in.gov). Email inquiries, or suggestions shall include "Fuel Bid 2016" in the subject line and may be submitted until **5:00 p.m. (EST), Monday, October 10, 2016**
- 2.4.1 Inquires shall reference the ITB section number relevant to the question presented for clarification.
- 2.4.2 Responses shall be in written form via email to the requesting bidder within one (1) business day when possible.
- 2.4.3 If necessary, an addendum or addenda will be issued, and accessible on the City's RFP page which is located here: <https://bloomington.in.gov/rfp>.

- 2.4.4 It is the bidder's responsibility to access the City's RFP webpage prior to submitting a bid to insure no updates, additions, omissions, or corrections have been posted.
- 2.4.5 Any ambiguities or inconsistencies shall be brought to the attention of the City through written communication or via **email** by **5:00 p.m. (EST), Monday, October 10, 2016**.
- 2.4.6 The City assumes no liability for assuring accurate, complete, or on time e-mail transmissions, or receipts.

**Email inquiries to:**

Julie Martindale, Purchasing Mgr.

[martindj@bloomington.in.gov](mailto:martindj@bloomington.in.gov)

- 2.5 **COMPLIANCE:** The bidder warrants and agrees that its performance under any award or contract that may be rendered from this bid will at all times comply with all local, state and federal laws, codes, rules, ordinances and regulations.
- 2.6 **BID REJECTION:** The City reserves the right to reject any and all bids, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.
- 2.7 **BID SUBMITTAL FORMAT:** In order to facilitate the bid opening, bidders are required to submit their bid documents in the order listed below.
  - 2.7.1 A properly executed Agreement for Purchase and Delivery of Fuel contract. **(Exhibit B)**
  - 2.7.2 Properly executed E-verify Affidavit which is included in this packet. **(Exhibit D)**
  - 2.7.3 Properly executed Non-Collusion Affidavit also included in this packet. **(Exhibit E)**
  - 2.7.4 A current Request for Taxpayer Identification Number and Certification Form (IRS Form W-9). **(Exhibit F)**
  - 2.7.5 A completed Electronic Funds Transfer Form. **(Exhibit G)**
  - 2.7.6 Proof of insurance meeting the minimum requirements stated in Article 12 of the Agreement for Purchase and Delivery of Fuel contract.

Any bid submitted that deviates from these instructions may be considered non-responsive and may be disqualified at the discretion of the City.

## GENERAL REQUIREMENTS

### PART III

- 3.1 BID BOND:** A Bid Bond will *not* be required for this submittal.
- 3.2 TAX EXEMPTION:** The City of Bloomington is exempt from payment of all state and federal sales taxes. Tax documents are available upon request.
- 3.3 PAYMENT INFORMATION AND INVOICE SUBMITTAL:** Payment for invoices shall be processed upon receipt of an acceptable original invoice, and after the product has been received, and verified for accuracy.

Invoice(s) shall be submitted to the following address and **NOT** included with the delivery documents when product is delivered.

City of Bloomington Fleet Department  
PO Box 100  
Bloomington, IN 47402

Invoices shall include the following information:

- Company name and address
- Date of shipment
- Total amount due
- Unit price
- Extended price
- Quantity
- Description of goods
- PO/Contract number

3.3.1 Surcharges (i.e., fuel surcharges, restocking, etc.) shall **NOT** be added to invoices as an additional line item unless approved in writing from the Purchasing Manager.

3.3.2 The City is exempt from the payment of sales taxes. Any charges for taxes from which the City is exempt shall be deducted from invoices before payment is made.

- 3.4 ABANDONMENT:** Notwithstanding any other provision of this Award, if funds for the continued fulfillment of the Award by the City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then the City shall have the right to terminate this Award or Contract without penalty by giving written notice documenting the lack of funding in which instance, unless otherwise agreed by the City and Recipient, this Award shall terminate and become null and void. The City agrees that it shall make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term of this Award a request for sufficient funds to meet its obligations under the Award in full.
- 3.5 CONTRACT INFORMATION (Exhibit B):** Any award for fuel products will require a properly executed Agreement for Purchase and Delivery of Fuel contract which is included in this packet. The contract includes the term of the contract and renewal options, insurance requirements, and general terms and conditions. Submission of a Bid indicates acceptance of the terms and conditions contained within this agreement unless clearly noted in the bid submittal documents.

**3.6 AFFIRMATIVE ACTION PLANS (Exhibit C) : – (REQUIRED ON CONTRACTS OVER \$10,000)**

Each bidder submitting an offer for over \$10,000.00 shall submit and have approved by the City of Bloomington Contract Compliance Officer, Barbara McKinney, his/her written Affirmative Action Plan (AAP) at least twenty-four (24) hours prior to the deadline for submission of bids.

Each bidder must insure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable.

In addition to other requirements, your plan MUST include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your method of communicating the operations of your Affirmative Action Plan to employees and prospective applicants.

Barbara McKinney, Contract Compliance Officer, may be contacted at (812) 349-3429, 8:00 a.m. to 5:00 p.m. Monday through Friday. The Affirmative Action Plan paperwork is provided in this Invitation to Bid. *Affirmative Action Plans already on file are required to be updated every six (6) months.*

**3.7 E-VERIFY AFFIDAVIT (Exhibit D):** Bidders are required to enroll in, and verify the work eligibility status of all newly-hired employees through the E-Verify program. The E-verify Affidavit must be properly executed and submitted with the bid documents.

**3.8 NON-COLLUSION AFFIDAVIT (Exhibit E):** A bidder is also required, pursuant to Indiana Code 5-22-16-6, to affirm it has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by the bidder, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person, nor to prevent any person from making an offer, nor to induce anyone to refrain from making an offer, and that this offer is made without reference to any other offer. The Non-Collusion Affidavit must be properly executed and submitted with the bid documents.

**3.9 VENDOR REGISTRATION (Exhibit F):** A bidder must meet the vendor registration and vetting approval requirements of the City before an award, or contract can be executed. Therefore, the bidder shall submit a current and completed Request for Taxpayer Identification Number and Certification Form (IRS Form W-9) with their bid submittal documents. A substitute IRS W-9 Form is also included in this packet. The completed documents must be submitted with your bid.

**3.10 PAYMENT PREFERENCE (Exhibit G):** The City's preferred method of payment is Electronic Funds Transfer (EFT). Payments processed through an EFT save dollars by increasing efficiency and streamlining the payment process. This eliminates the cost of paper, printing, postage, paperwork, and time. Bidders shall submit a completed EFT form with bid submittal documents. The form is provided in this packet.



CITY OF BLOOMINGTON

FLEET MAINTENANCE

REQUEST FOR QUOTE (NOT AN ORDER)

EXHIBIT A

(EXAMPLE)

Please complete this sheet by presenting a quote for each fuel type you are capable of providing and

Email to: [fleet@bloomington.in.gov](mailto:fleet@bloomington.in.gov)

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

Time: \_\_\_\_\_

Requesting:		
Fuel Type	Gallons	Location
Unleaded		<input type="checkbox"/> Adams <input type="checkbox"/> Henderson
Diesel		<input type="checkbox"/> Adams <input type="checkbox"/> Henderson

**(Adams: 545 South Adams Street    Henderson: 1969 South Henderson Street)**

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

Contact Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Unleaded	Price Per Gallon
<b>89 Midgrade</b>	
No Ethanol	\$
E10	\$
<b>87 Low Grade</b>	
No Ethanol	\$
E10	\$
E85	\$

Diesel	Price Per Gallon
<i>With Premium 50 Cetane Minimum &amp; 100 % Soy Methyl Ester for Biodiesels</i>	
B20	\$
B10	\$
B5	\$
B2	\$
Premium Diesel	\$
#2 Diesel <i>(44 Cetane Minimum)</i>	\$

REQUESTED BY: \_\_\_\_\_

PLEASE RETURN BY: \_\_\_\_\_

**Delivery must be made between 7:00 am - noon on \_\_\_\_\_ . If delivery needs to be made same day, please call for further instructions.**

Comments \_\_\_\_\_

**Fleet Maintenance is to be contacted as to the time of delivery and Fleet Maintenance personnel must be on site during delivery.**

800 E Miller Drive • Bloomington, IN 47401

Phone: (812) 349-3494

Email: [fleet@bloomington.in.gov](mailto:fleet@bloomington.in.gov)

**AGREEMENT FOR  
PURCHASE AND DELIVERY OF FUEL**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Bloomington Department of Public Works (hereinafter referred to as the "Department") and \_\_\_\_\_ (hereinafter referred to as "Supplier"),

**WITNESSETH:**

WHEREAS, the Department wishes to potentially purchase fuel, diesel and/or unleaded, from the Supplier;

WHEREAS, it is in the public interest that such fuel be purchased; and,

WHEREAS, the Supplier is willing and able to provide fuel to the Department;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Article 1. Purchase of Fuel:**

- (a) Each time the City needs to purchase fuel, whether it be diesel or unleaded, the Supplier, along with all other suppliers under contract with the City, will be contacted via email and provided the Request for Quote (Not an Order) Form, attached hereto and incorporated herein by reference as Exhibit A. All suppliers will have an opportunity to quote their current best price by email to the City for each of the following fuels within two (2) hours of receiving the email:
- 89 Midgrade Unleaded (No Ethanol)
  - 89 Midgrade Unleaded (E10)
  - 87 Low Grade (No Ethanol)
  - 87 Low Grade (E10)
  - E85
  - Diesel, with Premium 50 Cetane Minimum & 100% Soy Methyl Ester for Biodiesels
  - B20
  - B10
  - B5
  - B2
  - Premium Diesel
  - #2 Diesel, 44 Cetane Minimum Required
- (b) If the Supplier cannot provide a price for each of the above-noted fuel types, the Supplier shall still provide a price for any of the fuel-types it does have available. The City will award the purchase to the lowest timely quote for whichever fuel type it needs when the quote is requested.
- (c) The Supplier shall return the above-described form, whether the Supplier is bidding or not. If the Supplier does not return the email three (3) times in a row, the City shall no longer continue to send the form via email to the Supplier, and the City may deem this Agreement terminated and void with that Supplier.

- (d) The Request for Quote (Not an Order) Form, created by the City, shall be completed and submitted by the Supplier with each bid.
- (e) The Supplier shall not include state or federal taxes with its bid.

**Article 2. Standard of Care:** Supplier shall be responsible for delivery of any fuel purchased in a sufficient manner to meet high professional standards. The Department shall be the sole judge of the adequacy of Supplier's work in meeting such standards. However, the Department shall not unreasonably withhold its approval as to the adequacy of such performance. If the Supplier's performance does not meet the approval of the Department, then the Department may avail itself of its termination rights in Article 9.

**Article 3. Responsibilities of the Department:** The Department shall provide all necessary information regarding requirements for the fuel to be purchased. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Supplier shall be entitled to rely upon the accuracy and completeness of such information. The Department shall designate who is authorized to act on its behalf with respect to this Agreement.

**Article 4. Term of Agreement:** The term of this Agreement shall commence on \_\_\_\_\_, 2016, and shall continue through \_\_\_\_\_, 2017, (the "Operating Term"). This Agreement may be renewed annually for additional one-year terms, provided Supplier does not give written notice to the City, at least sixty (60) days prior to the expiration of the Agreement Term, that it does not wish to renew the Agreement.

**Article 5. Delivery of Fuel:**

- (a) All deliveries shall be made and billed on net gallons at the time of delivery to the City.
- (b) The Supplier shall provide a computer generated Bill of Lading describing terminal, net gallons, and proper product delivery, and must be turned into City personnel prior to leaving City premises. The City will only pay for the net gallons of fuel received in the tanks.
- (c) The Supplier shall guarantee to make delivery of the purchased fuel by noon the following day of the City placing its order.
- (d) Supplier shall contact Department via phone when fuel delivery is on site.
- (e) The Supplier shall be liable for any loss of product or damage incurred during the filling process.
- (f) Delivered fuel shall be free of objectionable foreign material, suspended matter or similar substances likely to damage the fuel pump.

**Article 6. Compensation:** Upon the submittal of approved claims, via the use of a Bill of Lading, the Department shall compensate the Supplier accordingly. Payments shall be considered past due if not paid within forty-five (45) calendar days of the due date.

**Article 7. Compensation for Failure to Deliver Fuel:** The Supplier agrees that should it fail to deliver the fuel the City purchased from it, at the price quoted by the Supplier, and the City has to purchase fuel at a higher price from a different vendor, the Supplier shall reimburse the City for the additional expense the City incurred in purchasing fuel from a different vendor.

**Article 8. Appropriation of Funds:** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty as set forth in Article 9 herein.

**Article 9. Termination:** The Agreement may be terminated for any reason by either party upon seven (7) days written notice to the other party.

**Article 10. Default:** If the Supplier breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

- (a) Failure to provide the purchased fuel by noon the following day of its purchase.
- (b) Failure to provide the type of fuel purchased.
- (c) Failure to provide fuel free of objectionable foreign material, suspended matter or similar substances likely to damage a fuel pump.
- (d) Failure to contact Department via phone when fuel is on site.
- (e) If, for any other reason, the Supplier breaches the Contract or fails to carry on the work in an acceptable manner.

**Article 11. Indemnification:** The Supplier agrees to indemnify and hold harmless the City and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by the Supplier or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to the City or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

**Article 12. Insurance:** The Supplier shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from the Supplier's operations under this Agreement, whether such operations be by the Supplier or by anyone directly or indirectly employed by the Supplier, or by anyone for whose acts any of them may be liable:

- (a) Workers compensation, Statutory Requirements
- (b) Employer's Liability Bodily Injury by Accident, \$100,000 each accident
- (c) Employer's Liability Bodily Injury by Disease, \$500,000 policy limit
- (d) Employer's Liability Bodily Injury by Disease, \$100,000 each employee
- (e) Commercial General Liability, \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- (f) Comprehensive Auto Liability, \$1,000,000 each accident

Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the City prior to commencement of work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by the City. The City shall be named as an additional insured on the Commercial General Liability and Automobile Liability. The Supplier shall agree to a waiver of subrogation on its Worker's Compensation policy.

**Article 13. Conflict of Interest:** Supplier declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with this Agreement. The Supplier agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 14. Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 15. Severability:** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 16. Assignment:** Neither the Department nor the Supplier shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Supplier may assign its rights to payment without the Department's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 17. Third Party Rights:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and the Supplier.

**Article 18. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**Article 19. Non-Discrimination:** Supplier shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

**Article 20. Compliance with Laws:** In performing the Services under this Agreement, Supplier shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment.

**Article 21. Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

**Department of Public Works:**

Mike Young  
Department of Public Works  
City of Bloomington  
P. O. Box 100  
Bloomington, IN 47402-0100

**Supplier:**

\_\_\_\_\_ (Name)  
\_\_\_\_\_ (Company)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and the Supplier.

**Article 22. Intent to be Bound:** The Department and the Supplier each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 23. Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Supplier. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

**Article 24. Verification of Employees' Immigration Status:** Supplier is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Supplier shall sign an affidavit, attached as Attachment B, affirming that Supplier does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General. Supplier and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Supplier or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Supplier or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Supplier or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Supplier or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Supplier or its subcontractor did not knowingly employ an unauthorized alien. If the Supplier or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new Supplier. If the City terminates the Agreement, the Supplier or its subcontractor is liable to the City for actual damages.

Supplier shall require any subcontractors performing work under this Agreement to certify to the Supplier that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Supplier shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

**Article 25. No Collusion:** Supplier is required to certify that it has not, now has any other member, representative, or agent of Supplier, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit attached hereto as Attachment C, affirming that Supplier has not engaged in any collusive conduct. Attachment C is attached hereto and incorporated herein by reference as though fully set forth.

This Agreement may be modified only by a written amendment signed by both parties hereto.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed the day and year first written above.

**City of Bloomington**

**Supplier**

By: \_\_\_\_\_  
Kyla Cox Deckard, President  
Board of Public Works

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

By: \_\_\_\_\_  
(Name of Supplier)  
Department of Public Works

\_\_\_\_\_ Adam Wason, Director

By: \_\_\_\_\_  
John Hamilton, Mayor



City of Bloomington Human Rights Commission

2016

RE: Affirmative Action and Living Wage Ordinance

To: Prospective Bidders/Vendors

Affirmative Action: All bidders and vendors with the City of Bloomington for projects in excess of \$10,000.00 must submit an affirmative action plan to my office. This plan must insure that applicants are employed and that employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status and housing status. Please note that the last four categories are new, adopted by the Common Council in September, 2015.

Even if your company already has a plan on file with the City, you must check with me to make sure that it complies with our current and recently updated requirements. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to fill any gaps.

You must submit your written affirmative action plan (or supplement) to me at least twenty-four hours before the bid, quote or proposal deadline. You must submit your plan to me separately from your bid or quote. The twenty-four hours will give me sufficient time to review your and the other plans. I recommend that you submit your affirmative action plan to me earlier, if possible, so that you and I will have time to work out any problems that may be in your plan. Vendor's who fail to submit acceptable plans by the deadline are subject to disqualification.

I strongly advise you to confirm with me that I have received your plan and that it meets our requirements well before the submittal deadline. We will make every effort to work with you to clear up problems. But it remains your responsibility to confirm that I received your plan and that it complies with our requirements. If you fail to confirm that I received and approved your plan, you risk losing your eligibility to submit a bid or quote. We will be glad to provide a receipt upon request. Please let us know if you want a receipt when you submit your plan.

You must insure that all the protected classes listed above are included in your plan. In addition to other requirements, your plan **MUST** include a current workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementing the plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your methods of communicating the operations of your affirmative action plan to your employees and prospective applicants.

Accompanying this letter you will find the following materials:

- (1) A workforce breakdown form. You **MUST** submit a workforce breakdown (sometimes called a "utilization report") with your Affirmative Action plan. This form is provided for your convenience. If you already have a current form you have completed for another jurisdiction that includes the

same type of information, you may substitute a copy of that form instead of using our form. Your workforce breakdown figures must be updated every six months. Even if you already have an acceptable affirmative action plan on file with my office, you should submit a new workforce breakdown each time you bid for a City Contract, to be sure we have up-to-date figures.

- (2) An Affirmative Action Plan checklist. I will use this checklist to review your affirmative action plan. If you compare your plan with this list, you should be able to tell whether your plan fulfills the City's requirements. If you omit any of the elements on the checklist, your plan will not be approved.
- (3) A sample affirmative action plans. These may be useful if your company has never designed an affirmative action plan before. Feel free to adopt this plan as your own or to amend it to meet your needs.

Additional materials, such as the City of Bloomington's Contract Compliance Regulations, are available from my office upon request.

**Living Wage:** Also, please be aware that you may be required to comply with the Bloomington Living Wage Ordinance. Whether the LWO applies to your project depends upon the size and type of your project and the number of people you employ. If you have questions about the applicability of the LWO, click on the LWO flow chart at: [www.bloomington.in.gov/livingwage](http://www.bloomington.in.gov/livingwage) or call me. For 2016, the living wage for covered employees is \$12.32 an hour.

If you have any questions, contact me at 812.349.3429 or email me at the following address: [mckinneb@bloomington.in.gov](mailto:mckinneb@bloomington.in.gov). My office hours are Monday through Friday, 8-5.

Thank you.

Barbara E. McKinney, Human Rights Director/Contract Compliance Officer

## BLOOMINGTON HUMAN RIGHTS COMMISSION

### Model Affirmative Action Plan for

\_\_\_\_\_, Inc., declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status.. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement an affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively to this equal employment policy.

#### Responsible Officer

Mr. or Ms. \_\_\_\_\_ (or the \_\_\_\_\_ officer)  
is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

#### Publication of Policy

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- posting notices on employee bulletin boards,
- including our policy statement and plan in our personnel manual,
- regularly sending out notice of our policy in paycheck envelopes,
- and training supervisors to recognize discriminatory practices.

We will make potential employees aware of our policy through the following procedures:

- including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings,
- notifying employment agencies about our commitment, and
- sending notice of our policy to unions.

#### Implementing Our Policy

Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall retain only job-related questions on our employment application.

We shall keep affirmative action information on each applicant, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status.

## Grievance Procedure

If an employee feels he or she has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status, he or she may bring the complaint to his or her immediate supervisor. If the complaint is not resolved readily at that level, he or she may submit it to \_\_\_\_\_ (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude his or her complaining to local, state or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

Our current workforce breakdown is shown on the attached form.

\_\_\_\_\_  
Corporate President

\_\_\_\_\_  
Date

## AFFIRMATIVE ACTION PLAN CHECKLIST

NOTE: This is **not** an Affirmative Action Plan

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

<b>Contractor: Plan MUST Include:</b>	<b>Yes</b>	<b>No</b>	<b>Comments:</b>
Policy statement of equal employment opportunity	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Covers:</b> Applicants for employment	<input type="checkbox"/>	<input type="checkbox"/>	
Employees	<input type="checkbox"/>	<input type="checkbox"/>	
<b>On basis of:</b> Race	<input type="checkbox"/>	<input type="checkbox"/>	
Religion	<input type="checkbox"/>	<input type="checkbox"/>	
Color	<input type="checkbox"/>	<input type="checkbox"/>	
Sex	<input type="checkbox"/>	<input type="checkbox"/>	
National Origin	<input type="checkbox"/>	<input type="checkbox"/>	
Ancestry	<input type="checkbox"/>	<input type="checkbox"/>	
Disability	<input type="checkbox"/>	<input type="checkbox"/>	
Sexual Orientation	<input type="checkbox"/>	<input type="checkbox"/>	
Gender Identity	<input type="checkbox"/>	<input type="checkbox"/>	
Veteran Status	<input type="checkbox"/>	<input type="checkbox"/>	
Housing Status	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Designates a person responsible for implementation of the Plan</b>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Provides for communication of the policy:</b>			
Within the Organization	<input type="checkbox"/>	<input type="checkbox"/>	
Outside the Organization (e.g., recruitment sources, unions)	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)</b>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Provision for: Recruitment from minority groups</b>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Provision for: Equal access to training programs</b>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Grievance Procedure</b>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Prohibits retaliation for filing grievances</b>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Workforce Breakdown (figures up to date within 6 months)</b>	<input type="checkbox"/>	<input type="checkbox"/>	



STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT REGARDING E-VERIFY**

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)
2. The company named herein that employs the undersigned:
  - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
  - is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Organization)

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

\_\_\_\_\_  
(Name and Title of Person Signing)

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_ Notary Public Signature

Resident of \_\_\_\_\_ County \_\_\_\_\_  
Printed Name

**EXHIBIT F**



**JOHN HAMILTON  
MAYOR**

CITY OF BLOOMINGTON CONTROLLER'S OFFICE  
401 N Morton St  
Post Office Box 100  
Bloomington IN 47402

**SUBSTITUTE W-9 & BANK/EFT FORM** (red boxes are required fields)

(Complete and Save form. Email or Fax to Controller's Office)

p 812.349.3412  
f 812.349.3456  
controller@bloomington.in.gov

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION: SUBSTITUTE W-9**

<b>Name (as shown on your tax return):</b>												
<b>Business Name/DBA (if different than above):</b>												
<b>Check appropriate box for federal tax classification:</b> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. <u>Enter the tax classification</u> (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <input type="checkbox"/> Other ▶ _____		<b>Exemptions:</b> Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____										
<b>Address (number, street, and apt. or suite no.):</b>												
<b>City, State, and ZIP code:</b>												
<b>Telephone number:</b>	<b>Fax number:</b>	<b>Email:</b>										
<b>Check all that apply:</b> <input type="checkbox"/> State or Local Government <input type="checkbox"/> City Employee <input type="checkbox"/> Contractual Employee <input type="checkbox"/> Farmer's Market Vendor <input type="checkbox"/> Not for Profit - 501(c)												
<b>List city department(s) you are doing business with (Parks, Fire, Utilities etc.):</b>		<b>Commodities or Services provided:</b>										
		Primary NAICS Code: _____                    DUNS #: _____										
<b>Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line To avoid backup withhold. For individuals, this is your social security number (SSN). However, for a Resident alien, sole proprietor, or disregarded entity, see the Part 1 instructions on page 3 of IRS Form W-9. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3 of IRS Form W-9		<b>Social security number</b> <table border="1" style="width:100%; text-align: center;"> <tr> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;">-</td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;">-</td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> </tr> </table>				-			-			
			-			-						
		<b>Employer identification number</b> <table border="1" style="width:100%; text-align: center;"> <tr> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;">-</td> <td style="width: 20px;"> </td> </tr> </table>				-						
			-									
<b>Note:</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4.												

**Certification**

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. person or other U.S. person (defined below), and
4. The FATCA codes(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 of the IRS Form W-9.

Please mail or fax this complete form as soon as possible to the Controller's Office using the contact information above.

**NO PAYMENTS WILL BE SENT UNTIL THIS FORM IS RECEIVED.**

SIGN HERE	Signature of U.S. person ▶	Date ▶
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# EXHIBIT G



## CITY OF BLOOMINGTON ELECTRONIC FUNDS TRANSFER FORM (EFT)

(Complete and Save form and attach to email)

**THE CITY'S REQUIRED METHOD OF PAYMENT IS EFT**  
(Electronic Funds Transfer)  
**PLEASE COMPLETE THE SECTION BELOW TO ENROLL**

Your Name	1001
Your Address	
DATE	
PAY TO THE ORDER OF	\$
	DOLLARS
Your Bank Name	
MEMO	
⑆ 123456789 ⑆ 0000987654321 ⑆	1001
9 Digit Routing Number	Your Account Number
	Check Number

### **EFT INFORMATION**

Bank Name:
Type of Account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
Routing Number:
Account Number:
Name of Account:
Email for Payment Notification:

### **REFERENCES FOR SOLE PROPRIETORS & PARTNERSHIPS**

Name:	Address:
Phone:	Email:
Name:	Address:
Phone:	Email:
Name:	Address:
Phone:	Email:

### **BILLING INFORMATION**

Payment Remittance
Address (Mailing)
Address (Physical)
City
Person to Contact
Email
Phone

(Complete and Save form. Attach form and email to [controller@bloomington.in.gov](mailto:controller@bloomington.in.gov) or print and fax to 812.349.3456)