

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2016-0686

Innoprise Contract #: C17-0004

Year: 2017+

Amount:

Department: PW - Tom Morgan

Contract Type: Purchase of Goods

Contractors Name: Petroleum Traders Corporation

Contract Description: Gasoline & Diesel Fuel 2017 (option to renew 5 additional years)

12/5/2016
rec'd
clerk's

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
orlandpark.org



TRUSTEES
Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

December 5, 2016

Ms. Gayle Newton
Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, Indiana 46804

RE: NOTICE TO PROCEED – GASOLINE & DIESEL FUEL

Dear Ms. Newton:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project beginning January 1, 2017.

Your point of contact for this service is Tom Morgan at 708-403-6106. Any contract related issues can be brought to my attention.

The Village will be processing a Purchase Order for this contract/service and it will be emailed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at accountspayable@orlandpark.org or mailed to Accounts Payable at 14700 S. Ravinia Ave. Orland Park, IL 60462.

For your records, I have enclosed one (1) original executed contract dated October 24, 2016 in an amount not to exceed contract pricing. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski
Contract Administrator

Encl:

cc: Tom Morgan

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
orlandpark.org



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

October 24, 2016

Ms. Gayle Newton
Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, Indiana 46804

NOTICE OF AWARD – GASOLINE & DIESEL FUEL

Dear Ms. Newton:

This notification is to inform you that on October 17, 2016, the Village of Orland Park Board of Trustees approved awarding Petroleum Traders Corporation the contract in accordance with the bid you submitted dated September 13, 2016, for Gasoline & Diesel Fuel at a markup cost of -\$0.0333 per gallon for gasoline, \$.0025 per gallon for diesel fuel and \$.3000 per gallon for Red Dyed diesel.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by November 7, 2016.

- I am attaching the Contract for Gasoline & Diesel Fuel. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,


Denise Domalewski

cc: Tom Morgan

VILLAGE OF ORLAND PARK
Gasoline & Diesel Fuel
(Contract for Purchase of Goods)

This Contract is made this 24th day of October, 2016 by and between THE VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and PETROLEUM TRADERS CORPORATION OF FORT WAYNE, INDIANA (hereinafter referred to as the "VENDOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the VENDOR (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract
The Terms and Conditions pertaining to the Contract
The Invitation to Bid issued August 31, 2016
The Instructions to the Bidders, including all addenda
The Bid Proposal as it is responsive to the VILLAGE's bid requirements
Affidavit of Compliance
Certificates of Insurance

SECTION 2: GOODS TO BE PURCHASED, COST AND DELIVERY: The VILLAGE agrees to purchase from the VENDOR the following:

DESCRIPTION	MID-GRADE (NO LEAD) 89 OCTANE	ULTRALOW SULFUR B5 #2 DIESEL	ULTRALOW SULFUR B5 DIESEL Winter Blend 70/30	RED DYED ULTRA LOW SULFUR DIESEL
Tank Size in Gallons	10,000	10,000	SAME AS DIESEL	SAME AS DIESEL
INDEX PRICE FROM OPIS (8-15-16) Average For Mid-Grade (No Lead)	176.72	151.88	168.59*	152.22
Mark-Up Per Gallon	-.0333	.0025	.0025	.3000
Illinois Motor Fuel Tax	.1900	.2150	.2150	
Illinois Underground Storage Tax	.0030	.0030	.0030	.0030

Environmental Impact Fee	.0080	.0080	.0080	.0080
Cook County Tax	.0600	.0600	.0600	.0600
Type And Brand Of Additive (Diesel)	XXX	ADDITIVE: Valvtect	ADDITIVE: Valvtect	
TOTAL COST	1.9949	1.8073	1.9744	1.8932

*70%#2(\$151.88) + 30%#1(\$207.61) = \$168.59 Winter Blend

Price includes all tank bottom sampling, water removal, lab analysis, minor equipment repair, 24/7 service staff, and supply of mid-grade gasoline meeting top tier standards.

Any transport price included above may be increased at the time of any extension of the contract. The increase cannot exceed the percentage increase in the Chicago Area Consumer Price Index as published by the Labor Department for the preceding year, and in no case can increase more than 5% in any one year.

(hereinafter referred to as the "GOODS") as further described in the VILLAGE'S bid requirements. The GOODS shall be delivered FOB to The Village of Orland Park Fleet Filling Facility at 15655 Ravinia Avenue, Orland Park, IL., or to any other address provided by the VILLAGE. The VILLAGE agrees to pay the VENDOR upon acceptance of the GOODS pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

SECTION 3: ASSIGNMENT: VENDOR shall not assign the duties and obligations of this Contract without the express written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on January 1, 2017 and continue expeditiously for one year. This Contract shall terminate December 31, 2017; however, the Village may, at its sole discretion, execute its option to renew annually for each of five (5) successive years on said anniversary date, with the final renewal period being January 1, 2022 – December 31, 2022. The contract may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The VENDOR shall defend, indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the VENDOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said VENDOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The VENDOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The VENDOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the VENDOR shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the VENDOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: VENDOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) as explained in the Terms and Conditions herein.

SECTION 7: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park 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 Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park 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 Village of Orland Park under this agreement.

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 4) by e-mail if an acknowledgment of receipt is received. Notice shall be sent to the following:

To the VILLAGE:

Denise Domalewski, Contract Administrator

To the VENDOR:

Gayle Newton, Contract Sales Manager

Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, Indiana 46804
Telephone: 800-348-3705 option 4
Facsimile: 260-203-3820
e-mail: gnewton@petroleumtraders.com

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

SECTION 9: TERMINATION: This Contract may be terminated by the VILLAGE for cause or convenience upon written notice to VENDOR and in the case of GOODS manufactured or modified to the VILLAGE'S specifications, only upon payment of the costs incurred, as approved by the VILLAGE, up to the date of termination.

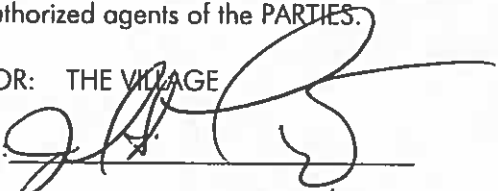
SECTION 10: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 11: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 12: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE

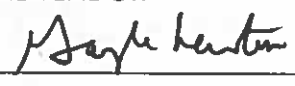
By: 

Print Name: Joseph S. LeMars

Its: Assistant Village Manager

Date: 11/4/16

FOR: THE VENDOR

By: 

Print Name: Gayle Newton

Its: Contract Sales Manager

Date: 11/2/2016

TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS

The VILLAGE may, if the VENDOR does not correct deficiencies in the GOODS with reasonable promptness after receiving a written notice from the VILLAGE, deduct the reasonable cost of the correction or cure from the amounts owed to the VENDOR or require the VENDOR to retrieve the GOODS at its sole expense and deduct the full amount of the returned GOODS from the CONTRACT SUM.

The VENDOR represents to its knowledge and belief that the GOODS are new, contain materials of good quality and that the GOODS conform to the CONTRACT DOCUMENTS. All manufacturers' guarantees and warranties shall be delivered to the VILLAGE prior to the issuance of final payment.

VENDOR shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the GOODS to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 et seq.) VENDOR shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Vendors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Vendors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.

VENDOR will not be relieved of any obligation to the VILLAGE in performance of the Contract due to failure to examine or receive documents, visit or become familiar with conditions under which the GOODS shall be used or from facts of which VENDOR should have been aware and VILLAGE shall consider all incidents of nonperformance of the Contract related thereto as incidents of default and a breach of the Contract.

The VILLAGE is a public body and is exempt from excise, sales and use taxes; therefore, VENDOR shall not include any such taxes in its cost figures.

The VILLAGE shall have the right to inspect the GOODS and test the GOODS for suitability for use before acceptance. The VENDOR shall be responsible for the contracted quality and standards of all GOODS supplied under this contract up to the time of final acceptance by the VILLAGE. GOODS not complying with the requirements of the CONTRACT DOCUMENTS may be rejected by the VILLAGE and upon rejection shall be removed at no cost to the Village.

All guarantees and warranties required shall be furnished by the VENDOR and shall be delivered to the VILLAGE before final voucher on the contract is issued.

Execution of the Contract between VILLAGE and VENDOR is contingent upon receipt of any certifications required by the VILLAGE.

The VILLAGE may, at any time, terminate the Contract for the VILLAGE'S convenience and without cause upon written notice to the VENDOR.

BIDDER SUMMARY SHEET

BID #16-029
Gasoline and Diesel Fuel
Project Name

Business Name: Petroleum Traders Corporation

Street Address: 7120 Pointe Inverness Way

City, State, Zip: Fort Wayne, IN 46804

Contact Name: Gayle Newton

Title: Contract Sales Manager

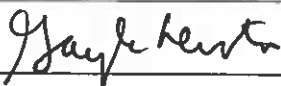
Phone: 800-348-3705 option 4 Fax: 260-203-3820

E-Mail address: gnewton@petroleumtraders.com

	<u>TOTAL COST</u>
MID-GRADE (NO LEAD) 89 OCTANE	\$ <u>1.9949</u>
ULTRALOW SULFUR B5 #2 DIESEL	\$ <u>1.8073</u>
ULTRALOW SULFUR B5 DIESEL Winter Blend 70/30	\$ <u>1.9744</u>
RED DYED ULTRA-LOW SULFUR DIESEL	\$ <u>1.8932</u>

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Gayle Newton

Signature of Authorized Signee: 

Title: Contract Sales Manager Date: 9/13/2016

AFFIDAVIT OF COMPLIANCE

Bidders shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

The undersigned Linda Stephens,
(Enter Name of Person Making Affidavit)

as Vice President
(Enter Title of Person Making Affidavit)

and on behalf of Petroleum Traders Corporation,
(Enter Name of Business Organization)

certifies that Bidder is:

1) A BUSINESS ORGANIZATION: Yes ☒ No ☐

Federal Employer I.D. #: 35-1462227
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Bidder is (check one):

☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☐ LLC
☒ Corporation Indiana 7/3/1979
(State of Incorporation) (Date of Incorporation)

2) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes ☒ No ☐

The Bidder is authorized to do business in the State of Illinois.

3) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes ☒ No ☐

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

4) SEXUAL HARASSMENT POLICY COMPLIANT: Yes ☒ No ☐

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes ☒ No ☐

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights

Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public

Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers.

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) TAX COMPLIANT: Yes ☒ No ☐

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Affidavit are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Linda Stephens
Signature of Authorized Officer

Linda Stephens
Name of Authorized Officer

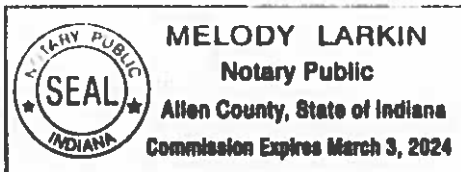
Vice President
Title

9/13/2016
Date

Subscribed and Sworn To
Before Me This 13 Day
of September, 2016.

Melody Larkin
Notary Public Signature
Melody Larkin

NOTARY SEAL



INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

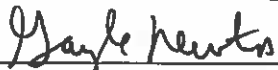
\$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the successful Bidder, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the successful Bidder, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the successful Bidder's obligation to provide all of the above insurance.

Bidders agree that if they are the successful Bidder, within ten (10) days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 13 DAY OF September, 2016



Signature
Gayle Newton, Contract Sales Manager
Printed Name & Title

Authorized to execute agreements for:

Petroleum Traders Corporation
Name of Company

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: Petroleum Traders Corporation
(Enter Name of Business Organization)

1. ORGANIZATION Kane County, IL
ADDRESS 719 South Batavia Avenue BLDG A, Geneva, IL 60134
PHONE NUMBER 630-232-5929
CONTACT PERSON Tim Keovongsak
YEAR OF PROJECT 2013 to 2016

2. ORGANIZATION City of Joliet IL
ADDRESS 150 West Jefferson Street, Joliet, IL 60432
PHONE NUMBER 815-724-3925
CONTACT PERSON Meg McEvilly
YEAR OF PROJECT 2015 and 2016

3. ORGANIZATION Will County, IL
ADDRESS 302 North Chicago Street, Joliet, IL 60432
PHONE NUMBER 815-740-4605
CONTACT PERSON Rita Weiss
YEAR OF PROJECT 2014 to 2016

BIDDER DETAIL SHEET

BID #16-029
Gasoline and Diesel Fuel
 Project Name

Fuel is requested for delivery to the Village of Orland Park fleet filling facility at 15655 Ravinia Avenue, Orland Park, Illinois, 60462.

Estimated annual usage:	No lead	158,000 gals.
	B5 Bio-Diesel	56,000 gals.
	Stationary Generator Blend Diesel	1,400 gals.

The above quantities are estimates only and actual usage cannot be guaranteed.

Index Price shown below is from OPIS for August 15, 2016

Please use that figure for calculating your price.

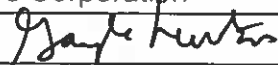
Please include services such as: tank bottom sampling, water removal, lab analysis, etc., in the mark-up price.

DESCRIPTION	MID-GRADE (NO LEAD) 89 OCTANE	ULTRALOW SULFUR B5 #2 DIESEL	ULTRALOW SULFUR B5 DIESEL Winter Blend 70/30	Red Dyed Ultra Low Sulfur Diesel
Tank Size in Gallons	10,000	10,000	SAME AS DIESEL	
INDEX PRICE FROM OPIS (8-15-16) Average For Mid-Grade (No Lead)	176.72	151.88	168.59*	152.22
Mark-Up Per Gallon	.0333	.0025	.0025	.3000
Illinois Motor Fuel Tax	.1900	.2150	.2150	
Illinois Underground Storage Tax	.0030	.0030	.0030	.0030
Environmental Impact Fee	.0080	.0080	.0080	.0080
Cook County Tax	.0600	.0600	.0600	.0600
Type And Brand Of Additive (Diesel)	XXX	ADDITIVE: Valvtect	ADDITIVE: Valvtect	
TOTAL COST (please also enter total cost on Bidder Summary Sheet page 16)	1.9949	1.8073	1.9744	1.8932

*70%#2(\$151.88) + 30%#1(\$207.61) = \$168.59 Winter Blend

AUTHORIZATION & SIGNATURE

Company Name: Petroleum Traders Corporation

Signature of Authorized Signee: 

Date: 9/13/2016

Gayle Newton, Contract Sales Manager



CERTIFICATE OF LIABILITY INSURANCE

PETRTRA-01

RENEER

DATE (MM/DD/YYYY)

11/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lupke Rice Insurance & Financial Services 127 W. Berry Street, Ste 500 Fort Wayne, IN 46802	CONTACT NAME: Renee Riles	
	PHONE (A/C, No, Ext): (260) 424-4150 1918	FAX (A/C, No):
INSURED Petroleum Traders Corporation 7120 Pointe Inverness Way Fort Wayne, IN 46804	E-MAIL ADDRESS: rriles@lupkerice.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: HDI Global Insurance Company	NAIC # 41343
	INSURER B: HDI-Gerling America Insurance Co.	NAIC # 41343
	INSURER C: Certain Underwriters at Lloyd's	
	INSURER D: The North River Insurance Company	NAIC # 21105
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	EGGCD000194116	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION LIAB \$ Included	
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X		EAGCD000194116	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB DED ☒ RETENTION \$ 0			EXAGD000194116	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000	
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	EWGCD000194116	06/01/2016	06/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Commercial Umbrella			16*RENMA1600055-60838*01	06/01/2016	06/01/2017	INSURER B 5,000,000	
D	Commercial Umbrella			522-799441-2.	06/01/2016	06/01/2017	INSURER C 5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Village of Orland Park and their respective officers, trustees, directors, employees and agents are an Additional Insured under the General Liability per form CG2010 04/13 and under the Automobile per form EAAI5057 09/11 when required in a written contract. Coverage is primary and non-contributory under the general liability per form ENAIPC 04/11 and under the automobile per form ENCAIPC 09/00 when required in a written contract. Waiver of Subrogation applies to the general liability per form CG2404 05/09 and to the workers compensation per form WC000313 04/84 when required in a written contract.

CERTIFICATE HOLDER**CANCELLATION**

The Village of Orland Park
14700 S Ravinia Ave
Orland Park, IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Natural Disaster Emergency Response Questionnaire

Name of Entity: Village of Orland Park, Public Works Department

Address: 15655 Ravinia Avenue City / State Orland Park, Illinois

1st Delivery contact name and business number: Tom Morgan-708-403-6350

Alternate business phone number: 708-349-4111 Orland Park Ppolice Department

Cell phone number: 708-362-2370 Tom Morgan Cell

Email address: tmorgan@orlandpark.org Will this email be constantly monitored? Yes

2nd Delivery contact name and number: John J. Ingram 708-403-6350

Alternate business phone number: 708-349-4111 Orland Park Police Department

Cell phone number: 708-362-2358 John Ingram cell

Email address: publicworks@orlandpark.org Will this email be constantly monitored? Yes

Purchasing contact name and business number: Purchasing 708-403-6170

Alternate business phone number: 708-403-6170

Cell phone number: N/A

Email address: purchasing@orlandpark.org Will this email be constantly monitored? Yes

Who will use fuel at tanks during time of natural disaster? Please check all that apply.

- ☒ Police
- ☒ Fire
- ☒ Emergency Response
- ☐ Other, Please specify _____

Is pricing negotiable during times of natural disaster: Refer to Contract between Village and PTC

CUSTOMER SET-UP

ACCT: _____

ACCOUNT NAME Village of Orland ParkHEADQUARTERS ADDRESS 14700 Ravinia Avenue, Orland Park, Illinois 60462HEADQUARTERS CONTACT Tom Morgan PHONE NUMBER 708-403-6350EMAIL tmorgan@orlandpark.org FAX NUMBER 708-403-8798PURCHASING CONTACT Denise Domalewski PHONE NUMBER 708-403-6173EMAIL ddomalewski@orlandpark.org FAX NUMBER 708-403-9212**BILLING INFORMATION**BILLING ADDRESS 14700 Ravinia Avenue, Orland Park, Illinois 60462ACCOUNTS PAYABLE CONTACT Barb O'Brien PHONE NUMBER 708-403-6184EMAIL accountspayable@orlandpark.org FAX NUMBER 708-403-9212PO REQUIRED YES BLANKET PO YES FEDERAL ID# 36-6006035HISTORICAL # OF DAYS FROM RECEIPT OF INVOICE TO PAYMENT 45 DAYS

IS THERE ANYTHING ELSE PTC NEEDS TO DO TO BE PAID IN A TIMELY MANNER? _____

MAIL INVOICE YES / NO FAX INVOICE YES / NO EMAIL INVOICE YES / NOFAX#(S) TO SEND INVOICE: _____ EMAIL(S) TO SEND INVOICE: accountspayable@orlandpark.org**SITE INFORMATION**LOCATION NAME Orland Park Public Works DepartmentDELIVERY ADDRESS 15655 Ravinia AvenueCITY Orland Park STATE IL ZIP CODE 60462 COUNTY CookDELIVERY CONTACT Tom Morgan PHONE NUMBER 708-403-6350EMAIL tmorgan@orlandpark.org FAX NUMBER IF AVAILABLE 708-403-8798DELIVERY HOURS 24/7 TRANSPORT (SEMI) OR TANKWAGON SITE? EitherTANK SIZE 10,000 # OF TANKS 1 PRODUCT No-LeadTANK SIZE 10,000 # OF TANKS 1 PRODUCT DieselARE THE TANKS ABOVE GROUND OR BELOW GROUND? BelowFILL PIPE SIZE? 4" EXTRA HOSE? _____ OTHER FITTINGS? _____TANK REGISTRATION # (AR, FL, NC, NJ, TX) IL FACILITY # 2003015ADDITIONAL DELIVERY INFO Preferred during business hours of M-F 7A-5p CSTCUSTOMER SIGNATURE [Signature] DATE 11-08-2016PTC STAFF MEMBER Renee Boyd EMAIL rboyd@petroleumtraders.com

PLEASE COMPLETE AND FAX BACK TO 260-203-3893. CONTACT 1-800-348-3705 X1002 WITH QUESTIONS