

RESOLUTION NO. 21216

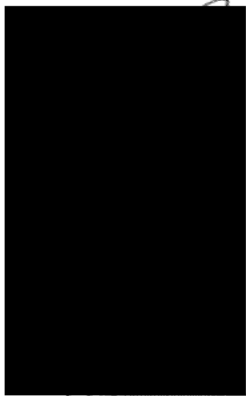
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Underground Fuel Storage Tank Monitoring System Services. Pursuant to the Tollway's Invitation for Bid No. 16-0069R, the Tollway has determined that Stenstrom Petroleum Services, Inc. (d.b.a. Stenstrom Petroleum Services Group) is the lowest responsive and responsible bidder for Underground Fuel Storage Tank Monitoring System Services for an upper limit of compensation not to exceed \$127,760.00.

Resolution

The bid from Stenstrom Petroleum Services, Inc. (d.b.a. Stenstrom Petroleum Services Group) for the purchase of Underground Fuel Storage Tank Monitoring System Services is accepted. Contract No. 16-0069R is approved in an amount not to exceed \$127,760.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman



STATE OF ILLINOIS

CONTRACT

Illinois Tollway

Underground Fuel Storage Tank Monitoring System Services

16-0069R

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contractor uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No (Bidder must submit FORMS A)

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “FORMS B” (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

**STATE OF ILLINOIS
CONTRACT**

Illinois Tollway
Underground Fuel Storage Tank Monitoring System Services
16-0069R

VENDOR

Vendor Name: Stenstrom Petroleum Services, Inc. d/b/a Stenstrom Petroleum Services Group	Address: 2422 Center St., Rockford, IL 61108
Signature: [Redacted]	Phone: 815-398-6250
Printed Name: Robert J. Stenstrom	Fax: 815-398-0019
Title: President	Email: bobs@rstenstrom.com
Date: 12/22/2016	

STATE OF ILLINOIS

Procuring Agency: Illinois Tollway	Phone: 630/241-6800
Street Address: 2700 Ogden Avenue	Fax: 630/795-7908
City, State ZIP: Downers Grove, IL 60515	
Official Signature: [Redacted]	Date: 3/24/17
Printed Name: Greg Bedajov	
Official's Title: Executive Director	
Approved By: [Redacted]	
Legal Signature: [Redacted]	Date: 3-16-2017
Legal Printed Name: Robert Lane	
Legal's Title: Senior Assistant Attorney General	
Procurement Signature: [Redacted]	Date: 3/22/17
Procurement Printed Name: John Donato	
Procurement's Title: Chief of Procurement	

TOLLWAY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

Agency Reference #16-99495	Project Title: Underground Fuel Storage Tank Monitoring System Services
Contract # 16-0069R	Procurement Method (IFB, RFP, Small, etc): IFB
IPB Ref. # 22039824	IPB Publication Date: Award Code: A
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No	Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No
Funding Source	Obligation #
Small Business Set-Aside? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Minority Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No	Percentage
Female-Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No	Percentage
Persons With Disabilities Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No	Percentage
Other Preferences?	

-BALANCE OF PAGE LEFT INTENTIONALLY BLANK

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: The Illinois Tollway is dedicated to providing and promoting a safe and efficient system of toll supported highways while ensuring the highest possible level of service to our customers. The Illinois Tollway is looking for vendors who share that commitment and will help meet that goal.

1.2. SUPPLIES AND/OR SERVICES REQUIRED: The Illinois Tollway is seeking a vendor to provide repairs and emergency call out services to include, but not be limited to: repairs, monitoring, testing, and emergency response services for its underground fuel storage tank monitoring system services (TLS 350 Veeder Root Systems), including the repair of sensors and parts that keep the fuel systems functioning, on an as-needed basis at various locations throughout the Tollway system.

Due to geographical size, this contract is separated into two (2) zones: Group 1: East Zone and Group 2: West Zone. Bidders are not required to bid on both zones to be considered responsive, but shall bid on all items within a zone. Bidders may bid on one (1) or both zones. The estimated quantities of this contract shall be based on a period of three (3) years; prices shall remain firm for the term of the contract.

Group 1 – East Zone

Location	Tollway Address	Direction	City in Illinois
M-01	I-294 & 127 th Street	Northbound	Alsip
M-02	I-294 & 22nd Street	Northbound	Hillside
M-03	I-294 & Touhy Avenue	Northbound	Park Ridge
M-04	I-94 & Route 132 (Grand Avenue)	Northbound	Gurnee
M-04 (Eden's Spur)	I-94 & Route 132	Northbound	Deerfield
M-05	I-90 & Route 53	Eastbound	Arlington Heights
M-08	I-88 & Naperville Road	Westbound	Naperville
M-14	I-355 & Route 56	Northbound	Downers Grove
M-14 Annex	I-355 & Route 56	Northbound	Downers Grove
CAP	I-355 & I-88	Northbound	Downers Grove
Plaza 99	I-355 & 167 th Street	Northbound	Lockport

Group 2 – West Zone

Location	Tollway Address	Direction	City in Illinois
Central Administration / Heliport	I-355 & Ogden Avenue	Northbound	Downers Grove
M-06	I-90 & Route 20	Northbound	Marengo - Hampshire
M-07	I-90 & Route 20	Northbound	Rockford
M-11	I-88 & Route 47	Westbound	DeKalb
M-11	I-88 & Annie Glidden Road	Westbound	DeKalb
M-12	I-88 & Route 26	Westbound	Dixon
M-12	I-88 & Route 251	Westbound	Rochelle
M-16	I-90, Biesterfield Rd. & Rohlwing Rd.	Southbound	Elk Grove

1.2.1 Hourly Rates (Groups 1a and 2a): The awarded contract shall be a time and materials contract. Regular hourly rates shall include the period from 8:00 a.m. to 5:00 p.m. CDT, Monday through Friday. Emergency hourly rates shall include all other hours not defined above, including overnight, weekend, and holiday hours. Emergency rates shall be invoiced at one and one-half times the hourly rate. Rates begin at the time the Vendor arrives at the Illinois Tollway’s work-site and ends when the Vendor departs from the Illinois Tollway’s work-site.

1.2.1.1 Emergency Call Out Service: In an emergency where fueling operations are shut down due to a failure of the tank monitoring system, the Vendor’s response time to the affected location shall be within three (3) hours of the fax or email request for service call from Tollway personnel. Emergency response for repairs that are not affecting fueling operations, but have active alarms shall be within four (4) hours of the service call from Tollway personnel. All other types of repairs shall be responded to within twenty-four (24) hours of the service request.

Vendor shall supply the Illinois Tollway with a single twenty-four (24) hour, seven (7) day per week contact phone number. This number shall be manned at all times. If a message service is used by the vendor to receive off-hour emergency calls, a return call from the Vendor’s service personnel shall be made to the Tollway within 15 minutes. If the vendor’s contact number changes for any reason, the Tollway shall be notified ten (10) working days prior to the change.

Only Tollway designated personnel will be authorized to contact the Vendor for any type of service calls or repairs to Tollway property. Any unauthorized services will not be paid for by the Tollway.

For proper Fire Marshall Record keeping requirement, a detailed description of the repairs shall be furnished to the Tollway personnel at the repair location, and also sent

to the Illinois Tollway's Facilities Services Manager, Mike LoPresti at mlopresti@getipass.com before the Technician leaves the site.

1.2.1.2 Repairs and Services: If in the course of the emergency call out service the Vendor determines that any fuel tank monitoring system requires repair or replacement parts, the Vendor shall submit an itemized quotation to the Illinois Tollway Facility Services Manager and no further work shall proceed until authorized. Vendor's quotation shall detail the repairs to be completed, the cost of such repairs and/or replacement parts, and an anticipated completion date of the repair. All unrepairable components shall be returned to the Illinois Tollway.

In the event the Vendor shall order replacement parts, the Vendor shall notify the Tollway of the expected delivery of the parts and completion of the repairs. The Vendor is expected to initiate and complete all repairs as quickly as possible. If the Vendor expects a delay in repairing a unit, the Vendor shall communicate with the Tollway's Facilities Services Manager immediately.

1.2.2 Catalog / Percent Discount (Groups 1b and 2b): The percent discount bid in Groups 1b and 2b Catalog Pricing shall remain in effect for the entire term of the contract and any subsequent renewals. The successful bidder shall supply the Tollway with two (2) Manufacturer's Parts Price Lists within seven (7) business days after the notification of award. Copies shall be current and effective as of the contract start date. In the event the catalog is not available in paper format, the Vendor may provide this information in CD-ROM form compatible with any current Windows platform or a website accessible by Tollway personnel. During the initial term of the Contract and any subsequent renewals, the Tollway shall accept supplements to the manufacturer's list price catalog. It shall remain the sole responsibility of the Vendor to provide price supplements to the Tollway. These prices shall be effective as of the date the price supplements are received by the Tollway's Purchasing Department and shall be applied only to subsequent orders placed by the Tollway and not to pending orders already placed but not received by the Tollway. Price supplements shall be sent to:

Illinois Tollway
Attn: Procurement Department / Contract Administrator
2700 Ogden Avenue
Downers Grove, Illinois 60515

1.2.3 Quantities: It shall be expressly understood by the bidder that the estimated bid quantities specified in the contract documents are for the purpose of determining the lowest bid and to establish unit prices. The Tollway may, over the term of the Contract, place orders for more or fewer than the estimated quantities stated. The Tollway does not guarantee that any minimum number of quantities shall be ordered from the Vendor. The estimated quantities of this contract shall be based on a period of three (3) years; prices shall remain firm for the term of the contract. The decision to pre-order and hold any repair parts inventory rests solely with the Vendor.

1.2.4 Related Performance Standards: All material used shall match existing materials identified above or as found. All equipment, materials, and installation work shall comply with the above specifications, the Illinois Occupational Safety and Health Administration (OSHA) standards and relevant Illinois Building Codes.

- 1.2.5 Standards of Performance: The Vendor shall perform, or cause to be performed, all Work required of it under the terms and conditions of the Contract with that degree of skill, care and diligence normally exercised by an experienced vendor performing work in projects of a scope and magnitude comparable to this project. The Vendor shall use reasonable efforts to assure timely and satisfactory completion of the work. The Vendor shall at all times act in the best interest of the Tollway. The Vendor shall perform or cause to be performed, all work in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the Tollway.
- 1.2.6 Safety: The Vendor and its subcontractors shall perform the services in a safe and responsible manner. In the performance of the scope of work, the vendor shall shield all interior areas near the work area as required to protect Tollway personnel and property. Vendor shall at their own expense, conform to safety policies and regulations and comply with all specific safety requirements of the Occupational Safety and Health Act (OSHA) of 1970 and the Construction Safety Act of 1969 and all other related Acts.
- 1.2.7 Protection of Property: The Vendor shall conduct the work so as not to interfere with or hinder the daily activity within or around the designated work area that is established by the Tollway. If in the event, any damages (replacement, repairs) to existing property occur, the Vendor and/or its subcontractor shall be solely responsible for any expenses. Any scope of work that could impact personnel and/or property inside the building shall be scheduled and performed during off peak hours. Building operating personnel shall be consulted whenever fuel tank monitoring conditions might be affected. Peak hours are considered Monday through Friday, 8:00 am to 4:00 pm.
- 1.2.8 Clean Up: The Vendor shall, during the process of the work, remove and dispose of all materials and debris and keep the work site and adjacent premises in a clean condition satisfactory to the Tollway. Upon completion of work, the Vendor shall remove all materials, tools and machinery and restore the site to the same condition that existed prior to the commencement of its operation.
- 1.3. MILESTONES AND DELIVERABLES:** Vendor shall submit itemized invoices within fifteen (15) days of each emergency call out service and/or repair at the Tollway. Invoices shall be marked to the attention of the Contract Invoice Administrator and delivered to the Illinois Tollway, P.O. Box 3094, in Lisle, IL 60532.
- 1.4. VENDOR / STAFF SPECIFICATIONS:** The Vendor shall be authorized and licensed to perform the types of repairs or service to the Veeder Root underground fuel storage tank monitoring system outlined in this contract. Vendor shall provide a manufacturer's letter of authorization upon request of the Tollway, as proof of being an authorized service provider. Further, the Vendor shall be capable of furnishing original product warranty and manufacturer's related services such as product information, product recall notices, etc. The Vendor shall maintain an adequate stock of repair parts for the TLS 350 Veeder Root System. The Vendor shall provide all necessary equipment to gain access to the underground fuel storage tank monitoring systems at each location. The Vendor is prohibited from storing their equipment on Tollway property.

1.5. TRANSPORTATION AND DELIVERY: All travel time for repairs and services shall be included in the hourly rate. The Vendor shall be compensated for travel time to the Illinois Tollway location for one (1) vehicle only. In order to be compensated, this information shall be reflected separately on the Vendor invoice. Travel time shall be paid according to the Regular Hourly Rates as provided in Section 2, Pricing. The above shall apply, in all cases, on any type of service call.

1.6. SUBCONTRACTING:

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Click here to enter text

Amount to Be Paid: Click here to enter text

Address: Click here to enter text

Description of Work: Click here to enter text

- Subcontractor Name: Click here to enter text

Amount to Be Paid: Click here to enter text

Address: Click here to enter text

Description of Work: Click here to enter text

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. For the subcontractors identified above, the Vendor must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.

1.6.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of

Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.

1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: [Click here to enter text](#)

Value of services performed at this location: [Click here to enter text](#)

- Location where services will be performed: [Click here to enter text](#)

Value of services performed at this location: [Click here to enter text:](#)

2. PRICING

2.1 FORMAT OF PRICING:

- 2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.
- 2.1.2 Bidders are not required to bid on all Groups to be considered responsive. Bidders may bid on one (1) or both Groups; however bidder shall bid on all Tables within each Group to be considered responsive. The estimated quantities of this contract shall be based on a period of three (3) years; prices shall remain firm for the term of the contract.

Group 1: East Zone

Group 1a: East Zone Hourly Rates for Repairs and Emergency Repairs

HOURLY LABOR RATE SCHEDULE					
Schedule	Time	Estimated Hours (Per Year)	Hourly Rate	Bid Amount (Estimated Hours x Hourly Rate)	Bid Amount x Three Year Initial Term
Monday through Friday	8:00 a.m. – 5:00 p.m.	64 hours	\$ 140.00/hour	\$ 8,960.00	\$ 26,880.00
Monday through Friday Emergency Services	5:01 p.m. – 7:59 a.m.	10 hours	\$ 210.00 /hour	\$ 2,100.00	\$ 6,300.00
Saturday Emergency Services	All Day	10 hours	\$ 210.00 /hour	\$ 2,100.00	\$ 6,300.00
Sunday & Holiday Emergency Services	All Day	10 hours	\$ 280.00 /hour	\$ 2,800.00	\$ 8,400.00
The above rates are subject to a minimum dollar amount:					
If Yes, the minimum dollar amount is:		YES	NO		
		\$ 280.00			
Total Group 1a					\$ 47,880.00

Group 1b: East Zone Catalog Pricing

The Illinois Tollway is also seeking a percent discount from the manufacturer’s list price for all repair parts that the Tollway may purchase throughout the contract term. Bidder shall enter the discount from the manufacturer’s list price in the pricing table below. Bidder shall determine the amount of discount from the manufacturer’s published list price that they are willing to provide the Tollway. This price shall be applied to all items and parts purchased utilizing this contract. To complete the Pricing Table below the Bidder shall multiply the “Estimated Usage” by “Percent Discount from Manufacturer’s List Price” to obtain the “Dollar Value of Percent Discount from Manufacturer’s List Price.” To obtain the “Extension,” subtract the “Dollar Value of Percent Discount” from the “Estimated Usage.” For example;

\$60,000.00 ("Estimated Usage") x 1% ("Percent Discount") = \$600.00 ("Dollar Value of Percent Discount"). To obtain the "Extension," \$60,000.00 ("Estimated Usage") - \$600.00 ("Dollar Value of Percent Discount") = \$59,400.00 ("Extension").

Line #	Catalog / Price List	Estimated Usage (Three Year Term)	Percent Discount from Manufacturer's List Price	Dollar Value of Percent Discount from Manufacturer's List Price (Estimated Usage x Percent Discount from Manufacturer's List Price)	Extension (Estimated Usage - Dollar Value of Percent Discount from Manufacturer's List Price)
1	Veeder Root Manufacturing	\$16,000.00	0 %	\$ 0.00	\$ 16,000.00
Total Group 1b					\$ 16,000.00

Total Group 1a	\$ 47,880.00
Total Group 1b	\$ 16,000.00
Grand Total for Group 1 (Groups 1a and 1b)	\$ 63,880.00

Group 2: West Zone

Group 2a: West Zone Hourly Rates for Repairs and Emergency Repairs

HOURLY LABOR RATE SCHEDULE					
Schedule	Time	Estimated Hours (Per Year)	Hourly Rate	Bid Amount (Estimated Hours x Hourly Rate)	Bid Amount x Three Year Initial Term
Monday through Friday	8:00 a.m. – 5:00 p.m.	64 hours	\$ 140.00 /hour	\$ 8,960.00	\$ 26,880.00
Monday through Friday Emergency Services	5:01 p.m. – 7:59 a.m.	10 hours	\$ 210.00/hour	\$ 2,100.00	\$ 6,300.00
Saturday Emergency Services	All Day	10 hours	\$ 210.00/hour	\$ 2,100.00	\$ 6,300.00
Sunday & Holiday Emergency Services	All Day	10 hours	\$ 280.00/hour	\$ 2,800.00	\$ 8,400.00
The above rates are subject to a minimum dollar amount:		<input checked="" type="radio"/> YES	NO		
If Yes, the minimum dollar amount is:		\$ 280.00			
Total Group 2a					\$ 47,880.00

Group 2b: West Zone Catalog Pricing

The Illinois Tollway is also seeking a percent discount from the manufacturer's list price for all repair parts that the Tollway may purchase throughout the contract term. Bidder shall enter the discount from the manufacturer's list price in the pricing table below. Bidder shall determine the amount of discount from the manufacturer's published list price that they are willing to provide the Tollway. This price shall be applied to all items and parts purchased utilizing this contract. To complete the Pricing Table below the Bidder shall multiply the "Estimated Usage" by "Percent Discount from Manufacturer's List Price" to obtain the "Dollar Value of Percent Discount from Manufacturer's List Price." To obtain the "Extension," subtract the "Dollar Value of Percent Discount" from the "Estimated Usage." For example; \$60,000.00 ("Estimated Usage") x 1% ("Percent Discount") = \$600.00 ("Dollar Value of Percent Discount"). To obtain the "Extension," \$60,000.00 ("Estimated Usage") - \$600.00 ("Dollar Value of Percent Discount") = \$59,400.00 ("Extension").

Line #	Catalog / Price List	Estimated Usage (Three Year Term)	Percent Discount from Manufacturer's List Price	Dollar Value of Percent Discount from Manufacturer's List Price (Estimated Usage x Percent Discount from Manufacturer's List Price)	Extension (Estimated Usage – Dollar Value of Percent Discount from Manufacturer's List Price)
1	Veeder Root Manufacturing	\$16,000.00	0 %	\$ 16,000.00	\$ 16,000.00
Total Group 2b					\$ 16,000.00

Total Group 2a	\$ 47,880.00
Total Group 2b	\$ 16,000.00
Grand Total for Group 2 (Groups 2a and 2b)	\$ 63,880.00

- 2.2 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated.
- 2.3 EXPENSES ALLOWED:** Expenses are not allowed as follows: N/A.
- 2.4 DISCOUNT:** The State may receive a Click here to enter text % discount for payment within Click here to enter text days of receipt of correct invoice. This discount will not be a factor in making the award.
- 2.5 VENDOR'S PRICING:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.
- 2.5.1 Vendor's Price for the Initial Term: **\$127,760.00**

2.5.2 Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.5.2.1 Vendor's Price for Renewal(s): Refer to Section 2.5.2.

2.6 **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$153,312.00 without a formal amendment. The maximum amount will be entered by the State prior to execution of the contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of three (3) years, anticipated as April 1, 2017 to March 31, 2020. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL:

3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3. The State reserves the right to renew for a total of two (2) years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

PHONES

CHICAGO SUBURBAN
(773) 242-3620 (630) 241-6800

FINANCE COPY

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

2700 OGDEN AVENUE
DOWNERS GROVE, IL 60515

ORDER NUMBER

THIS NUMBER MUST APPEAR ON
ALL INVOICES, PACKAGES, PACK-
ING SLIPS AND BILLS OF LADING.

CP-PRY19073056-00

PAGE 1 OF

DATE: 04/01/17

F.O.B.: DELIVERED	CONTRACT PURCHASE ORDER	AUTHORITY INVOICE VOUCHER TO BE SENT TO YOU
CONTRACT: 160069 R	STENSTROM PETROLEUM SVCS INC dba STENSTROM PETROLEUM SVCS GRP 2422 CENTER STREET ROCKFORD, IL 61108	SHIP TO: E02
REF. CPO:		MARK FOR: ADM/VENTURELLA
VENDOR		SUBJECT
TEL #: 1-815-398-6250		FUEL STORAGE TANK MONITOR
TERMS: NET 30		
DELIVER BY: 03/31/20		

CHG	LINE	ACCOUNT NUMBER	INVENTORY ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	001	7245010		1	EA	UNDERGROUND FUEL STORAGE TANK MONITORING SYSTEM ***** FOR THE TOLLWAY'S ESTIMATED REQUIREMENTS OF UNDERGROUND FUEL STORAGE TANK MONITORING SYSTEM PER ALL SPECIFICATIONS OF ISTHA CONTRACT NUMBER: 16-0069R FOR THE PERIOD OF 4/01/17 THROUGH 3/31/20 AS APPROVED BY BOARD RESOLUTION # 21216 DATED FEBRUARY 23, 2017 -----NEED 827460----- 01-0000-72-45-010	127760.00000	127760.00
							TOTAL	\$127760.00

** PYRAMID PETROLEUM EQUIP CO **

CMS CONTRACT NUMBER:

By submitting an invoice, the Seller hereby certifies that the goods, merchandise and wares shipped in accordance with this order have met all the required standards as set for in the purchasing contract.

JS 3-24-17

VOUCHER NUMBER	PAYORDER NUMBER	AUDITED BY
----------------	-----------------	------------

ACCOUNTS PAYABLE

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By



AUTHORIZED AGENT

3-23-2017