

**CONTRACT DOCUMENTS
STARTRAN**

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
Antifreeze - StarTran
Quote No. 4416**

**Allied Oil & Supply, Inc.
PO Box 3366
MS 0655
Omaha, NE 68176
(402)344-4343**

**CITY OF LINCOLN
STARTRAN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **Allied Oil & Supply, Inc., PO Box 3366, MS 0655, Omaha, NE 68176**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Supply - Antifreeze - StarTran, Quote No. 4416** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract, at an estimated cost of \$3,318.28. The City shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a two (2) year term with an option to renew for one (1) additional two (2) year term.
8. Non-Discrimination Clause. StarTran shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the (Recipient) of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Special Provisions
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements
 7. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meis

City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]

Public Works and Utilities, Director

Approved by Directorial Order _____

dated June 20, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Kyle H. [Signature]

Secretary (SEAL)

Allied Oil + Tire Company
Name of Corporation

2209 So 24th St
(Address)

By: *Jamarc Heinson*

Duly Authorized Official

EXEC VP
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information

Bid Creator Suzanne Siemer Asst.
 Purchasing Agent
 Email ssiemer@lincoln.ne.gov
 Phone (402) 441-7414
 Fax (402) 441-6513

 Bid Number 4416
 Title Annual Supply - Antifreeze -
 StarTran
 Bid Type Quote
 Issue Date 04/02/2013
 Close Date 4/9/2013 2:00:00 PM CT
 Need by Date

Contact Information

Address Purchasing
 440 S. 8th St.
 Lincoln, NE 68516
 Contact Suzanne Siemer

 Asst. Purchasing Agent
 Purchasing
 Department Purchasing
 Building Suite 200
 Floor/Room
 Telephone 1 (402) 441-7414
 Fax 1 (402) 441-6513
 Email ssiemer@lincoln.ne.gov

Ship to Information

Address StarTran
 710 J St.
 Lincoln, NE 68508
 Contact

 Department
 Building

 Floor/Room
 Telephone
 Fax
 Email

Supplier Information

Company Allied Oil & Supply, Inc.
 Address PO Box 2510

 Omaha, NE 68103-2510

 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 344-4343 1234
 Fax 1 (402) 344-4360
 Email
 Submitted 4/6/2013 11:21:03 AM CT
 Total \$3,318.28

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------------------------|--|--|
| 1 | Instructions to Bidders | I acknowledge reading and understanding the instructions to Bidders. | Yes |
| 2 | Specifications | I acknowledge reading and understanding the specifications. | Yes |
| 3 | FTA Forms | I have read and accept the terms as listed in the attached FTA Forms and agree to follow those requirements as part of this bid and any subsequent contracts. | Yes |
| 4 | Sample Contract | I acknowledge reading and understanding the sample contract. | Yes |
| 5 | Renewal is an Option | Contract Extension Renewal is an option. | Yes |
| 6 | Protest Procedures | I acknowledge that I have read and understand the City of Lincoln Bid Protest procedures. I further recognize that in the event a protest is denied by the City, I may file a protest with the Federal Transit Authority after exhausting all administrative remedies with the City. For further information on a protest, a Vendor may contact the City Purchasing Agent. | Yes |
| 7 | Bid award | I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response. | Yes |
| 8 | Small Business Participation | The City of Lincoln Transit Program(StarTran) wishes to foster small business participation in its bids for products and services purchased for StarTran. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.(If you are unsure of your status as a Small Business, please refer to the NAICS list attached to the Bid Attachment section.) 1) Are you a Small Business according to the NAICS size guidelines? YES or NO? If YES, what is the category you are listed under, the number of employees you have and the average annual receipts? 2) Will you be utilizing any Sub-Contractors in the performance of the contract awarded from this bid? YES or NO If YES, name the Sub-Contractors in the space provided. 3) If you are not a Small Business, are you willing to provide subcontracting opportunities of the type/size that small businesses, including DBE's, can reasonably perform? YES or NO If NO, why? | NO NO no service is needed finished products |

| | | | |
|----|---|---|--|
| 9 | DBE Information | <p>The City of Lincoln Transit Program(StarTran) requests Disadvantaged Business Enterprise (DBE) information from each Vendor submitting a bid for products and services. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.</p> <p>Are you a registered DBE with the State of Nebraska or any other State or Entity? YES or NO? If YES, name the state or entity. </p> <p>What is the age of your business? </p> <p>What are the annual gross receipts of your business - List One: \$0 - \$500,000.00 \$500,000.00 - \$1 Million \$1 Million - \$5 Million Over \$5 Million</p> | NO 55 years in business over \$5 million |
| 10 | Assignability Conditions | <p>I acknowledge and understand that the Vendor shall not assign any portion of the work to be performed under the terms of a contract or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities hereunder without the prior written consent of the City of Lincoln.</p> | Yes |
| 11 | Certification and Warranty | <p>The documents requested in the specifications under "CERTIFICATION AND WARRANTY", Section 5.1 and 5.2 have been attached to the Response Attachment section of the e-bid response? I further agree that if awarded this contract, an MSDS shall be provided to StarTran at time of first delivery?</p> | Yes |
| 12 | Tax Exempt Certification Forms | <p>Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)</p> | Yes |
| 13 | Term Clause with Escalation/De-escalation | <p>I acknowledge that the term of the contract will be a (2) two year term from the date of the executed contract with the option for (1) one additional (2) two year term. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____</p> | A No B Yes C 6 Months |
| 14 | Numbers in Price Box | <p> I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items. </p> | Yes |

- | | | | |
|----|----------------------|--|--------------|
| 15 | DUNS Requirement | <p>A DUNS (Data Universal Numbering System) Number is required to award a Federal Grant contract. Please list your DUNS number in the space provided. </p> <p>If you do not have a DUNS number go to http://fedgov.dnb.com/webform/CCRSearch.do </p> <p>Failure to obtain a DUNS number may result in the rejection of your bid.</p> | 007496284 |
| 16 | SAM Requirement | <p>Vendors must be registered with the System for Award Management (SAM) system to be eligible for award on this bid due to the use of Federal Grant funds. Are you registered with SAM? YES or NO </p> <p>IF NO, YOUR BID MAY BE REJECTED </p> <p>To register in the SAM system go to www.sam.gov - Click: Create User Account.</p> | Yes |
| 17 | Contact | Name of person submitting this bid: | Corby Flagle |
| 18 | Electronic Signature | Please check here for your electronic signature. | Yes |

Line Items

| # | Qty | UOM | Description | Response |
|---|-----|-----|--|----------|
| 1 | 8 | EA | Concentrate Coolant/Antifreeze BID ONE GALLON CONTAINER | \$9.76 |

Manufacturer: PEAK or Equal Manufacturer #: Dex-Cool

Item Notes: Confirm the manufacturer name and type of packaging in the Supplier Notes of the line item.

Supplier Notes: Shell Dex-Cool 6/1 per case

| | | | | |
|---|---|----|--|----------|
| 2 | 4 | EA | Concentrate Coolant/Antifreeze BID 55 GALLON DRUM CONTAINER | \$810.05 |
|---|---|----|--|----------|

Manufacturer: PEAK or Equal Manufacturer #: Final Charge Global

Item Notes: Confirm the manufacturer name and type of packaging in the Supplier Notes of the line item.

Supplier Notes: Peak Final Charge 55 gallon drums

Response Total: \$3,318.28



SHELL DEX-COOL®

ANTIFREEZE/COOLANT

Extended Life Antifreeze

Product Description

Shell DEX-COOL® Extended Life Antifreeze/Coolant is a single-phase, ethylene glycol based, extended life, universal automotive engine coolant based on a unique extended life carboxylate inhibitor system. Shell DEX-COOL® is suitable for a five year or 150,000 mile service life in automotive applications. In heavy-duty applications not requiring nitrite Shell DEX-COOL® is suitable for a service life of 400,000 miles or 8,000 hours. Shell DEX-COOL® Prediluted 50/50 is a 50/50 volume mixture of Shell DEX-COOL® with deionized water.

Applications

- extended life universal automotive gasoline or diesel engine antifreeze/coolant
- extended life universal heavy-duty diesel antifreeze/coolant for systems not requiring nitrite
- extended life antifreeze/coolant meeting Japanese silicate free requirements
- extended life antifreeze/coolant meeting European phosphate free requirements

Features and Benefits

- meets GM6277M—General Motor's new Extended Life Coolant specification (DEX-COOL®)
- 5 year or 150,000 miles service interval
- provides effective, long term corrosion protection for aluminum, brass, cast iron, steel, solder and copper
- superior high temperature aluminum protection
- improved water pump life
- maintains good as new heat transfer due to no silicate containing formula
- reduces silicate gel formation in use or in storage
- storage stable for at least eight years
- 100% biodegradable in its pure unused form
- compatible with conventional antifreeze. Further dilution of a 50/50 mixture with more than 10% conventional coolant or water will reduce cooling system protection.
- all product bittered to help render product unpalatable

Approvals

- GM DEX-COOL® approval
- General Motors GM6277M
- General Motors GM1825M
- Concentrate meets ASTM D 3306 incl. D 4340 and ASTM D 4985
- Pre-dilute meets ASTM 4656
- Federal Specification A-A-870
- General Motors GM1899M (Performance corresponding to GM6038M)
- Chrysler MS-9769 (meets performance requirements)
- Ford ESE-M97B44-D1
- Volkswagen/Audi G-12

Typical Characteristics

| Shell DEX-COOL® Extended Life Antifreeze/ Coolant | Typical Concentrate | Typical Pre-diluted 50/50 |
|---|---------------------|---------------------------|
| Code No. | 94040 | 94070 |
| Appearance | Orange | Orange |
| Specific gravity 60/60 °F | 1.130 | 1.06 |
| Freezing point, °F (ASTM D 1177) 50 vol. % q.s. aqueous solution | -34 | |
| Freeze point, °F, as purchased | | -34 |
| pH (ASTM D 1287), 1:2 dilution with water | 8.3 | 8.3 |
| Reserve Alkalinity (ASTM D 1121), as received | 6.0 | 3.0 |
| Silicate, % (as Anhydrous Alkali Metasilicate) | None | None |

Recommended dilution for Shell DEX-COOL® Extended Life Antifreeze/Coolant concentrate

| | |
|--|-------------|
| Boiling Protection, °F (C) (15 lb. pressure cap) 50% (1 part AF/1 part water) | 265 (129.4) |
| Freezing Protection, °F (C) 40% (2 parts AF/3 parts water) | -12 (-24.4) |
| 50% (1 part AF/1 part water) | -34 (-37.2) |
| 60% (3 parts AF/2 parts water) | -61 (-51.7) |

Note:

For optimum year round protection against freezing, boiling and corrosion, a 50 percent Shell DEX-COOL® Extended Life Antifreeze/Coolant concentrate solution (1 part AF/1 part water) is recommended. For maximum protection against freezing in extremely cold areas, a 60 percent solution (3 parts AF/2 parts water) can be used. Concentrations greater than 67 percent or less than 40 percent are not recommended. Shell DEX-COOL® Extended Life Antifreeze/Coolant Pre-diluted 50/50 should be used as purchased. No further dilution is recommended. Dilution of a 50/50 mixture by more than 10% with conventional coolants or water will reduce corrosion and freeze point protection.

Handling and Safety Information

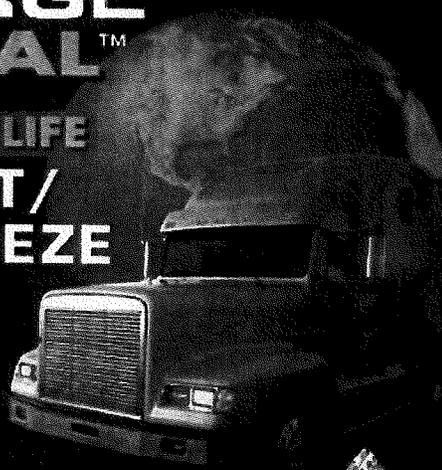
Shell DEX-COOL® Extended Life Coolant has a shelf life of at least 8 years. Concentrate product should be mixed before use. Always dispose of used coolant in accordance with local, state and federal guidelines. These products are not to be used to protect the inside of potable water systems against freezing. For information on the safe handling and use of this product, refer to its Material Safety Data Sheet at <http://www.shell-lubricants.com/msds/>. For more information and availability, call 1+800-782-7852 or World Wide Web: <http://www.shell-lubricants.com/>.

FINAL CHARGE GLOBAL™

Meets
Requirements Of
CAT EC-1

EXTENDED LIFE
COOLANT/
ANTIFREEZE

*For All
Heavy-Duty
Engines*



PEAK
Performance

WARNING: MISUSE OF THIS PRODUCT
OR FAILURE TO USE AS DIRECTED MAY CAUSE
PERSONAL INJURY OR DAMAGE TO PROPERTY. SEE
PEAK'S WEBSITE FOR COMPLETE PEAK DATA. ©06

One U.S. Gal. (3.78L)

THE FINAL WORD IN GLOBAL HEAVY-DUTY COOLING SYSTEM PROTECTION.

FINAL CHARGE GLOBAL™

For All Heavy-Duty Engines

FINAL CHARGE® Global Extended Life Coolant/Antifreeze meets the following specifications:

- Cat EC-1
- Detroit Diesel 93K217
- MAN 324 typ SNF
- Behr Radiator
- Cummins 14603
- Mercedes DBL 7700
- MTU 5048
- ASTM D-3306

EXTENDED LIFE COOLANT/ANTIFREEZE

FINAL CHARGE® Global Extended Life Coolant meets the performance requirements of the following specifications:

- ASTM D-6210
- John Deere H24A1/C1
- Mack Truck SB232-014
- Navistar B1
- TMC RP 329

FINAL CHARGE® Global Extended Life Coolant/Antifreeze features a patented Organic Acid Technology (OAT) that delivers total cooling system protection for 600,000 miles of on-road use (6 years of 12,000 hours or off-highway use) without the use of Supplemental Coolant Additives (SCAs). To maintain the protection provided by FINAL CHARGE Global Extended Life Coolant/Antifreeze, the proper level of FINAL CHARGE coolant's patented inhibitor system must be present. This can be achieved by adding FINAL CHARGE Extender after 300,000 miles of on-road use (3 years or 6,000 hours of off-highway use). When required, top-off the cooling system with FINAL CHARGE concentrate or FINAL CHARGE® Global Extended Life 50/50 Pre-Diluted Coolant/Antifreeze and maintain the freeze point between -23° F and -62° F in the cooling system.

FINAL CHARGE Global Extended Life Coolant/Antifreeze is a phosphate-free, silicate-free, nitrite-free and borate-free, globally formulated coolant which uses proprietary organic corrosion inhibitors to provide outstanding long-term wet sleeve liner cavitation and corrosion protection of all cooling system metals. Additional advantages of using FINAL CHARGE Global Extended Life Coolant/Antifreeze include:

- Meets the nitrite-free requirements of Detroit Diesel 93K217 specification
- Eliminates the need for SCAs (Supplemental Coolant Additives), chemically charged filters and inhibitor testing, saving time and money
- Patented formula, with Contamination Tolerant Additives (CTAs), can be mixed with in any proportion with other coolants with no detrimental effect to corrosion protection. However, to realize FINAL CHARGE coolants maximum protection, contamination levels should be kept below 25%
- Designed to provide excellent heat transfer
- Provides effective long-term corrosion protection of all cooling system components
- Provides exceptional long-term elastomer compatibility

| Freeze/Boil Protection Chart *using a 15psi pressure cap | | |
|---|------------------|------------------|
| % of Cooling System Capacity | PROTECTS AGAINST | |
| | Freezing Down to | Boiling Up to(*) |
| 40 | -10°F | 259°F |
| 50 | -34°F | 265°F |
| 60 | -62°F | 270°F |

FINAL CHARGE® Global Extended Life Coolant/Antifreeze is recommended for use in the cooling systems of all types of heavy-duty diesel, gasoline, natural gas engines and stationary engines

CHEMICAL PROPERTIES

| PROPERTY | ASTM D-3306 SPECIFICATION | TYPICAL VALUES FOR FINAL CHARGE ANTIFREEZE |
|-------------------------------|---------------------------|--|
| SPECIFIC GRAVITY (60/60°F) | 1.110 - 1.145 | 1.126 |
| FREEZING POINT, 50 VOL. %, °F | -34 MAX. | -34 |
| BOILING POINT, °F | 300 MIN. | 338 |
| BOILING POINT, 50 VOL. %, °F | 226 MIN. | 226 |
| EFFECT ON AUTOMOTIVE FINISH | NO EFFECT | NO EFFECT |
| PH, 50 VOL. % | 7.5 - 11.0 | 7.9 |
| CHLORIDE, PPM | 25 MAX. | 20 |
| RESERVE ALKALINITY | REPORT | 7 |
| WATER (WT. %) | 5 MAX. | 2 |
| ASH (WT. %) | 5 MAX. | 2 |
| COLOR | | RED |

FINAL CHARGE® GLOBAL Extended Life Coolant/Antifreeze is available by the case, 55-gallon drum and bulk. To order, please call Old World Industries, Inc. Customer Service at 1-800-323-8755.

FINAL CHARGE® is a trademark of Old World Industries, Inc.

PEAK® and the PEAK Mountain Design are trademarks of Old World Industries, Inc. ©2007 All Rights Reserved.

Old World Industries, Inc., 4065 Commercial Avenue, Northbrook, Illinois 60062-1851

www.finalchargeantifreeze.com

**SPECIFICATIONS
ANNUAL SUPPLY for COOLANT/ANTIFREEZE
STARTRAN**

1. SCOPE OF WORK

- 1.1 The intent of this specification is to describe basic requirements for extended service coolant/antifreeze designed for use in both heavy duty diesel and automotive gasoline engines within the StarTran motor vehicle fleet.
- 1.2 The products will provide year round coolant system protection against winter freeze-ups, summer boil overs and protect all cooling system metals from rust/corrosion and be compatible with hoses and seals.
 - 1.2.1 **Due to Federal bidding requirements this contract will only be available to StarTran.**
- 1.3 Products being bid must be compatible with Peak Final Charge Concentrate Global Extended Life Antifreeze/Coolant and Dex-Cool Extended Life Antifreeze/Coolant to top-off existing systems.
- 1.4 Due to proven experience with Peak Final Charge Concentrate Global Extended Life Antifreeze/Coolant, it is being used as the basis for this bid.
- 1.5 Dex-Cool Extended Life Antifreeze/Coolant is being used in StarTran's Chevrolet vehicles to conform to the manufacturer's warranty provisions - see "Attachment A" - Manufacturer's Engine Coolant Information.
- 1.6 The term of the agreement shall be two (2) years, from date of execution with option to renew for one (1) additional two (2) year term.
- 1.7 Vendors shall submit bid documents and all supporting material via e-bid.
- 1.8 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Suzanne Siemer, Asst. Purchasing Agent (ssiemer@lincoln.ne.gov) Or Fax:(402)441-6513.
 - 1.8.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.8.2 No direct contact is allowed between Vendor and other City staff besides electronically as an addenda.
 - 1.8.2.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.9 The transit program receives funding from the Federal Government for the operation of their program.
 - 1.9.1 Vendors must read, acknowledge and follow the requirements of the Federal guidelines attached to the bid.
 - 1.9.2 Failure to agree to the Federal Requirements or return certifications as required will result in the rejection of bid.
- 1.10 The City has the option to purchase additional services on this bid in an amount that does not exceed 10% of the original contract amount.
 - 1.10.1 If this optional amount will be exceeded during the contract term, a new bid may be solicited according to FTA Procurement Guidelines.
 - 1.10.2 In the event the City reduces the amount of service provided by StarTran, or other circumstances develop, the City may order in a quantity less than the amount listed in the Line Items without any penalty to the City.
- 1.11 Current usage by StarTran is 8 gallons of Dex-Cool per year and 4 - 55 gallon drums of Final charge per year.
- 1.12 Prices submitted must include delivery, FOB destination to:

StarTran Garage
710 J Street
Lincoln, NE
- 1.13 Deliveries to be made Monday thru Friday (except holidays) between 8:00 a.m. and 3:30 p.m.
- 1.14 In order for your company to qualify for an award on this bid, you must provide your DUNS (Data Universal Numbering System) number and be registered with the SAM (System for Award Management).
 - 1.14.1 Provide your DUNS number in the attribute section of the e-bid.
 - 1.14.1.1 If the vendor does not have a DUNS number, you must register at <http://fedgov.dnb.com/webform/CCRSearch.do>

- 1.14.2 Indicate in the attribute section of the e-bid if your company is registered with SAM?
 - 1.14.2.1 For new registration, go to www.sam.gov and click "Create User Account" - Note you will need your DUNS Number and Federal Tax Identification number during the registration process.
 - 1.14.2.2 SAM registration must be renewed at least every 12 months to remain valid.

2. PRODUCT INFORMATION

- 2.1 Vendors who bid a product that they consider equivalent must provide documentation of equivalency as part of their bid response.
 - 2.1.1 Documentation shall be attached to the Response Attachment section of their e-bid response.
 - 2.1.2 The City of Lincoln shall make the final determination of equivalency.

3. VENDOR REPORTS

- 3.1 Vendor MUST provide a quarterly report to StarTran and the City Purchasing office which shows the amount of antifreeze ordered, delivered and paid for by StarTran.
 - 3.1.1 Report must also provide unit pricing and total amount spent during this time period.
 - 3.1.2 Failure to send this report may result in the termination of the contract and exclusion of the Contractor on future StarTran bids.
 - 3.1.3 You must list the bid number, bid name and company name on the report and the words, "StarTran Report" on the outside of the envelope or email to the designated individuals at each location.

4. PACKAGING

- 4.1 The antifreeze shall be packaged as indicated in the line items (see the following):
 - 4.1.1 One Gallon containers
 - 4.1.2 55 Gallon Drums
- 4.2 All antifreeze containers shall be plainly marked as to brand and contents.
- 4.3 Each container shall have a protection chart attached.
 - 4.3.1 The chart shall be of the same standards as those provided on containers for sale to the general public.
- 4.4 Coolant concentrate shall not affect or be affected by it's container.
- 4.5 Coolant shall have a minimum shelf life of one (1) year when stored in a temperature range of 0 degrees F to 120 degrees F.
- 4.6 All containers shall be factory sealed to protect against contamination and tampering.

5. CERTIFICATION AND WARRANTY

- 5.1 Bidder shall provide with their bid a certified letter from the manufacturer stating the authenticity of the product being supplied and the manufacturer's statement of standard warranty.
 - 5.1.1 This information shall be attached to the Response Attachment section of the e-bid response.
 - 5.1.2 The letter shall be written on company letterhead and signed by an officer of the manufacturer.
- 5.2 Bidder shall provide with their bid a qualifications listing indicating the exact chemical properties and performance properties on any and all coolant/antifreeze products being bid.
 - 5.2.1 This information shall be attached to the Response Attachment section of the e-bid response.
- 5.3 An MSDS must be provided to StarTran at time of first delivery.

6. EVALUATION AND AWARD INFORMATION

- 6.1 Bid will be awarded based on:
 - 6.1.1 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.
 - 6.1.2 Compliance with requirements as outlined in the specifications.

WARNING: (Continued)

Do not run the engine if there is a leak. If you run the engine, it could lose all coolant. That could cause an engine fire, and you could be burned. Get any leak fixed before you drive the vehicle.

Notice: Using coolant other than DEX-COOL may cause premature engine, heater core, radiator and fuel operated heater (FOH) corrosion. In addition, the engine coolant may require changing sooner, at 30,000 miles (50 000 km) or 24 months, whichever occurs first. Any repairs would not be covered by your warranty. Always use DEX-COOL (silicate-free) coolant in your vehicle.

Engine Coolant

The cooling system in the vehicle is filled with DEX-COOL[®] engine coolant. This coolant is designed to remain in the vehicle for five years or 150,000 miles (240 000 km), whichever occurs first.

The following explains the cooling system and how to check and add coolant when it is low. If there is a problem with engine overheating, see *Engine Overheating* on page 6-35.