

**Amendment to Agreement for
Oil Analysis Reporting and Related Supplies - StarTran
Quote 3900
(Last Renewal)**

This Amendment is hereby entered into on this 19th day of May, 2014, by and between Tribologik Corporation, 8330 Decarie, Montreal, QC H4P2P5 Canada (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated June 11, 2014, under Resolution No. A-86850, (the "Contract"), for **Oil Analysis Reporting and Related Supplies - StarTran, Quote 3900**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is June 11, 2012 thru June 10, 2014, with the option to renew for one (1) additional two (2) year period upon written mutual consent of both parties; and

WHEREAS, the parties wish to amend the contract period for an additional two (2) year term beginning June 11, 2014 through June 10, 2016; and

WHEREAS, the estimated expenditures for the City for the term of this renewal shall not exceed \$3,000.00 per year for a total of \$6,000.00 for the contract period without prior approval by the City of Lincoln.

WHEREAS, the parties acknowledge the change of address to send samples, as per Attachment A.

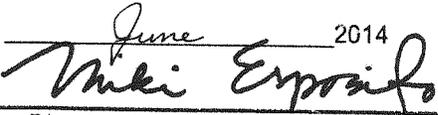
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Resolution No. A-86850, and stated herein the parties agree as follows:

- 1) The parties agree to amend the contract period for a two year term to be June 11, 2014 through June 10, 2016.
- 2) The estimated expenditures for the City for the term of this renewal shall not exceed \$6,000.00 without prior approval by the City of Lincoln.
- 3) The parties acknowledge the change of address to send samples, as per Attachment A.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>19th</u> day
of <u>June</u> 2014

Director, Public Works & Utilities

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Tribologik Corporation
By: (PLEASE PRINT)	Marvin Ossin
By: (PLEASE SIGN)	
Title:	CEO
Contact Person for this contract	Nicholas Reich
Company Address: (PLEASE PRINT)	1212 172 nd St. Hammond, In 46324
Company Phone & Fax: (PLEASE PRINT)	1-800-461-8378
E-Mail Address: (PLEASE PRINT)	NREICH@tribologik.com
Date	May 19, 2014

Attachment A

TRIBOLOGIK CORPORATION

**1212 172th Street
Hammond, IN, 46324**

Star Tran,
710 J Street,
Lincoln, Ne
68508
Attention: Suzanne M. Ideus

May 12, 2014

RE: Contract 3900

Hi Suzanne,

As per our recent conversation, we are pleased to advise you that effective June 1st, 2014 all samples can be sent to 1212 172nd St. Hammond, In 46324 for processing.

Please note also that there will not be any increase in our price for the renewal option of two years. Furthermore, we are withdrawing our notification of price increase submitted in our letter dated March 17, 2014. All other terms and conditions will remain the same.

Should you require any additional information, please contact the undersigned.

Yours truly,
Tribologik Corporation



per: Marvin Ostin

H-86850 12R-104
PH: 6-11-12

**CONTRACT DOCUMENTS
STARTRAN**

**CITY OF LINCOLN
NEBRASKA**

**OIL ANALYSIS REPORTING
AND RELATED SUPPLIES - STARTRAN
QUOTE 3900**

**Tribologik Corporation
8330 Decarie
Montreal, QC H4P2P5
CANADA
514.383.6330 x 40**

**CITY OF LINCOLN
STARTRAN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 11th day of June 2012, by and between **Tribologik Corporation, 8330 Decarie, Montreal, QC H4P2P5, Canada**, 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 **Oil Analysis, Reporting and Related Supplies - StarTran, Quote 3900** 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 and Attachment A

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. 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 the 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. Addendum #1
 4. Federal Forms
 5. Specifications
 6. Instructions to Bidders
 7. Attachment A

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:

John E. Rose
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Bunn
Mayor

Approved by Resolution No. A-86850

dated June 11, 2012

EXECUTION BY CONTRACTOR

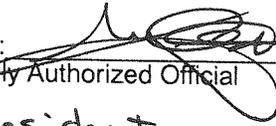
IF A CORPORATION:

ATTEST:

 _____ (SEAL)
Secretary

Tribologik Corporation
Name of Corporation

8330 Decarie, Montreal, Qc H4P2P5
(Address)

By:  _____
Duly Authorized Official

President
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 3900 Addendum 1
 Title Oil Analysis, Reporting and
 Related Supplies -
 STARTRAN

Bid Type Quote
 Issue Date 03/26/2012
 Close Date 4/4/2012 2:00:00 PM CST
 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 Suite 200
 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 Purchasing
 Building

Floor/Room Telephone
 Telephone Telephone
 Fax Fax
 Email Email

Supplier Information

Company Tribologik Corporation
 Address 8330 Decarie

 Montreal, QC H4P2P5

Contact Nicholas Reich
 Department

Building

Floor/Room

Telephone 1 (514) 3836330 40
 Fax 1 (514) 3835631
 Email nreich@tribologik.com
 Submitted 4/2/2012 4:15:25 PM CST
 Total \$5,222.00

Signature _____



Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Electronic Signature	Please check here for your electronic signature.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Contact	Name of person submitting this bid:	Marvin Ostin
4	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
5	Specifications	I acknowledge reading and understanding the specifications.	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 Grant Provider after exhausting all administrative remedies with the City. For further information on a protest, a Vendor may contact the City Purchasing Agent.	Y
7	Term Clause with Escallation/De-Escalation	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 _____	Yes
8	Tax Exempt Certification Forms	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.)	Yes
9	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 	2% /year escalation after initial contract term

	If NO, why?	
10 Assignability Conditions	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.	Yes
11 Sample Report	I have attached a sample analysis report with my bid response.	Yes
12 Reporting Schedule	Our company is able to meet the reporting schedule? If not, then indicate the date the e-mail results and hard copy report will be recieved by StarTran.	We are able to meet the reporting schedule.
13 DBE Information	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. 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. What is the age of your business? 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	We are not a DBE
14 Page 2 - Attachments	Please note that there is a page 2 of Attachments that you must review as part of your bid.	Yes
15 Page 2 - Attributes	Please note that there is a page 2 of Attributes that you must complete as part of your bid.	Yes
16 References	I have attached three (3) references.	Yes
17 Chain of Custody Procedure	I have attached the Chain of Custody Procedure.	Yes
18 Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachment section for information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	700	EA	Oil Analysis, Reporting and Related Supplies MUST BID THE PRICE PER ANALYSIS AS "EACH" (350 per Year Total).	\$7.46

Item Notes: Price per "EA" must include all costs involved for oil analysis, reporting results, related supplies and shipping of supplies and results to StarTran.

Supplier Notes:

Response Total: \$5,222.00



Head Office: 11100 15th St
Madison, WI 53704
Tel: 608 271-1111
Fax: 608 271-1111
www.tribologik.com

April 18, 2012

StarTran, Lincoln NE.
RE: Bid number 3900 Addendum 1

Attention Suzanne Siemer

As requested, we would like to clarify our responses for our online bid for bid number 3900 addendum 1 for the following questions in attribute #18:

7 - Term Clause with Escalation/De-Escalation

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
- (b) Bid prices subject to escalation/de-escalation: YES
- (c) If (b), state period for which prices will remain firm: through the award date of the contract for 2 years. Escalation will apply at a rate of 2% per year of exercised options after the initial contract term.

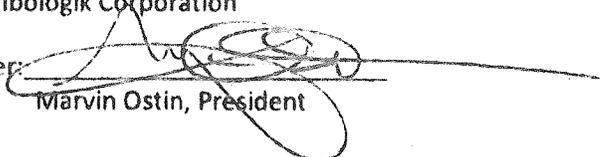
9- Small Business Participation

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? NO
- 2) Will you be utilizing any Sub-Contractors in the performance of the contract awarded from this bid? NO
- 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

Should you have any additional questions or requirement for clarifications please do not hesitate to contact the undersigned.

Tribologik Corporation

Per: 
Marvin Ostin, President

CUSTOMER:	ABC COMPANY	
PLANT:	TFL	
MACHINE NAME:	200710	Machine Condition MARGINAL
LOCATION:		
MACHINE TYPE:	DIESEL ENGINE	
LUBE TYPE:	ESS XD 3 EXTRA 15W40	
MACH MFR:	DETROIT	
MACH MOD:	SERIE 60	
RECEIVED:	02-JUN-11	Lubricant Condition MARGINAL
CONTACT 1:	JOE SOMEBODY	
REPORT:	03-JUN-11 10:48:20	
SAMPLE NO:	1652-1-6-4	
PO NUMBER:	BENOIT LUSSIER	

RECOMMENDATIONS

- Increasing or high iron without a corresponding increase in chromium is not normally a cause for concern.
- Please note the water content at approximately .5 % or 5000 ppm
- Change oil and resample at one half the regular interval.
- Closely monitor unit for changes in operating parameters.
- Locate and eliminate the source of water entry and resample.

NOTE

- Absolute level of iron present in sample is considered abnormal for this type of unit. Possible sources of iron are cylinders, shafts, gears, rolling elements, bearings, housings, cases, pistons.
- Viscosity level determined at 100 degree C is normal.
- Water in the circulating lubrication system of diesel, dual-fuel, or gas engines can cause serious damage to the bearing systems of the engine. Less than 0.1 % or 1000 ppm is considered to be trace and beyond this value the source should be located and corrected.
- Large quantities of water are indicative of a cooling system leak - generally a head gasket, defective seal, or a cracked water jacket or liner.
- Lack of chrome with iron suggest source of iron to be other than cylinders and piston rings. Possibly accessory gear drive or valve train.
- The infrared result indicates a high level of soot.
- High soot (low infrared transmission) indicates possible combustion problems, a plugged air filter, rack setting, turbocharger operation, crankcase blowby, timing, engine operation or excessive oil service.

MISCELLANEOUS

- Lubricant refers to oil, fuel, biofuel, grease, coolant or varnish.
- The hours on lube: calculated based on 168 hr/wk.
- Our database indicates no site contaminant for this unit.
- Tank capacity 14 liter(s).

SAMPLING HISTORY

Labno	SAMPLE DATE DD-MM-YYYY	TIME ON OIL / TSN	TIME SINCE OVER HAUL / TSO	OIL CHANGED (Y/N)	PREVIOUS CONDI- TION MACH/OIL
693292	30-05-2011	33754	1016264	N	(n/a)
687949	04-05-2011	33130	1015640	N	N/M
682057	25-03-2011	32170	996467	N	N/N
676975	28-02-2011	31570	981508	N	N/N

(SP) SPECTROSCOPIC ANALYSIS [ASTM D5185] (elements seen in ppm)

TESTED ELEMENTS ARE Fe, Cu, Pb, Sn, Cr, Al, Ni, Ti, Ag, V, Mg, Si, B, Na, Ba, Ca, P, Mn, Zn, Mo, Cd, K.

Date(DD/MM/YY)	30-05-11	04-05-11	25-03-11	28-02-11	(n/a)	(n/a)	(n/a)	(n/a)	REF
Labno	693292	687949	682057	676975					664235
Fe-IRON	112	51	40	29					1.0
Cu-COPPER	1.0	3.0	3.0	1.0					-
Pb-LEAD	2.0	6.0	2.0	3.0					-
Al-ALUMINUM	2.0	3.0	3.0	2.0					-
Cr-CHROMINIUM	-	2.0	2.0	2.0					-
Ni-NICKEL	-	-	1.0	-					1.0
Mo-MOLYBDENUM	8.0	7.0	6.0	4.0					5.0
Ti-TITANIUM	1.0	1.0	1.0	1.0					-
Si-SILICON	3.0	3.0	3.0	3.0					2.0
Mg-MAGNESIUM	19	115	67	70					102
B-BORON	-	1.0	1.0	1.0					4.0
Na-SODIUM	18	14	11	8.0					2.0
Ca-CALCIUM	2324	2275	2435	2222					1808
P-PHOSPHORUS	1079	1089	1050	1036					928
Mn-MANGANESE	-	1.0	-	-					-
Zn-ZINC	1183	1309	1273	1215					1044
K-POTASSIUM	5.0	-	-	-					5.0

(FTIR) FOURIER TRANSFORM INFRARED ANALYSIS (Absorbance)

Date(DD/MM/YY)	30-05-11	04-05-11	25-03-11	28-02-11	(n/a)	(n/a)	(n/a)	(n/a)	REF
Labno	693292	687949	682057	676975					664235
SOOT	225	218	155	107					0
OXIDATION	21	17	19	16					14
SULFATE	31	30	28	24					19
NITRATION	5	12	11	8					4

SOOT (%)

Date(DD/MM/YY)	30-05-11	04-05-11	25-03-11	28-02-11	(n/a)	(n/a)	(n/a)	(n/a)	REF
Labno	693292	687949	682057	676975					664235
SOOT (%)	3.21	3.11	2.23	1.57					0.00

VISCOSITY/100 [ASTM D445]

Date(DD/MM/YY)	30-05-11	04-05-11	25-03-11	28-02-11	(n/a)	(n/a)	(n/a)	(n/a)	REF
Labno	693292	687949	682057	676975					664235
in cSt 100°C	17.99	16.17	14.99	15.37					15.53

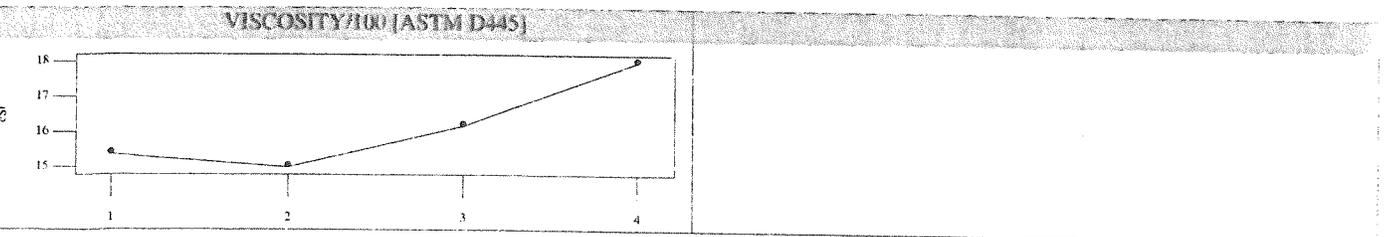
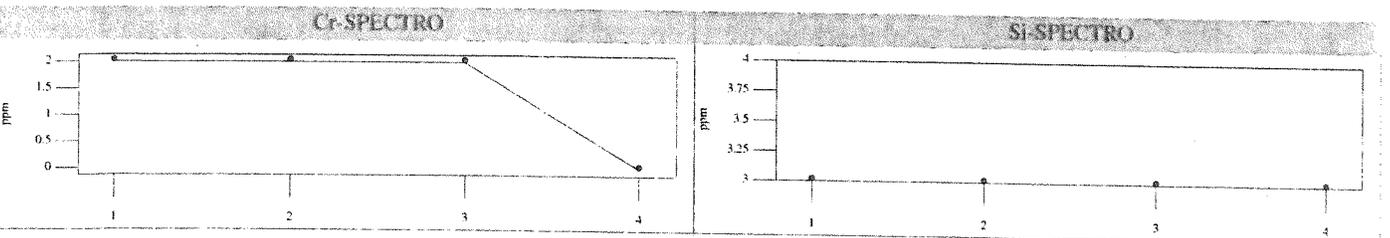
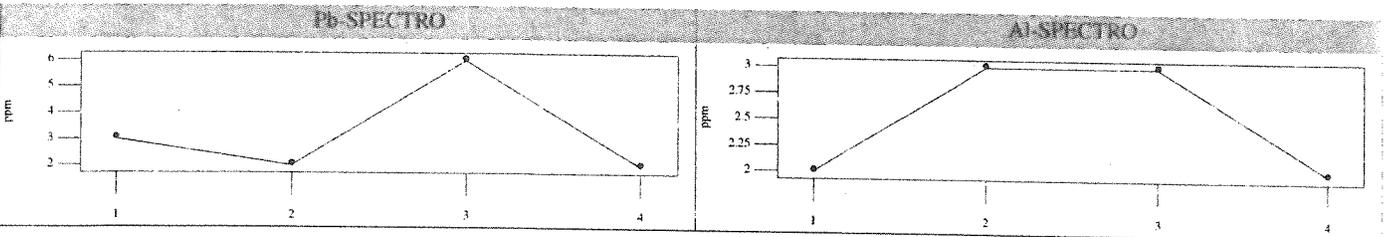
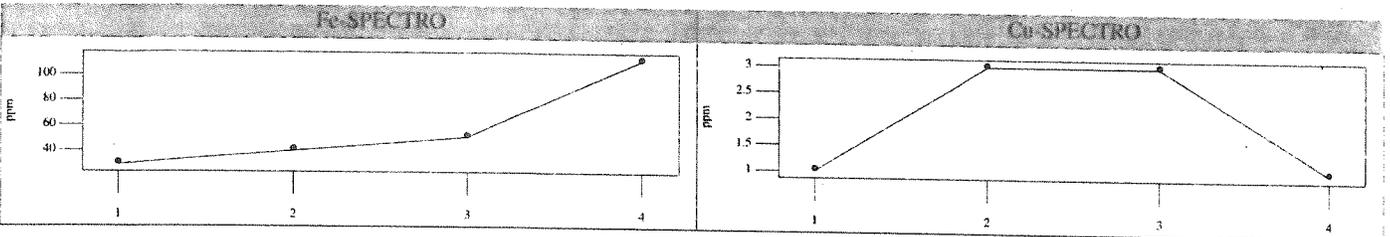
HOT PLATE (%)

Date(DD/MM/YY)	30-05-11	04-05-11	25-03-11	28-02-11	(n/a)	(n/a)	(n/a)	(n/a)	(n/a)
Labno	693292	687949	682057	676975					
WATER	0.50	< 0.1	< 0.1	< 0.1					

PQ									
Date(DD/MM/YY)	30-05-11	04-05-11	25-03-11	28-02-11	(n/a)	(n/a)	(n/a)	(n/a)	REF
Labno	698292	687949	682057	676975					664235
PQ	32.00	15.00	12.00	8.00					

FUEL [N-NEGATIVE, P-POSITIVE]									
Date(DD/MM/YY)	30-05-11	04-05-11	25-03-11	28-02-11	(n/a)	(n/a)	(n/a)	(n/a)	(n/a)
Labno	698292	687949	682057	676975					
FUEL	N	N							

GLYCOL DETECTION [N-NEGATIVE, P-POSITIVE]									
Date(DD/MM/YY)	30-05-11	04-05-11	25-03-11	28-02-11	(n/a)	(n/a)	(n/a)	(n/a)	(n/a)
Labno	698292	687949	682057	676975					
GLYCOL DETECTION	N	N	N	N					





TRIBOLOGIK®

EXPERT LUBRICANT ANALYSIS TO MONITOR EQUIPMENT HEALTH
REGISTERED TRADEMARK OF PREDICTIVE MAINTENANCE CORPORATION

ISO 9001:2008

ABC COMPANY assumes sole responsibility for the application of and reliance upon results and recommendations reported by Predictive Maintenance Corporation, whose obligation is limited to good faith performance.

SPECIFICATIONS

OIL ANALYSIS, REPORTING AND RELATED SUPPLIES

STARTRAN

1. SCOPE OF WORK

- 1.1 The intent of this specification is to describe basic requirements for Standard or Basic Oil Analysis and Reporting services for the City of Lincoln Transit Service (StarTran).
- 1.2 The successful vendor shall perform Standard or Basic Oil Analysis and provide corresponding test results to report the condition of the oil and also make appropriate recommendations.
 - 1.2.1 Oil samples are collected from StarTran fleet of buses and handi-vans during routine maintenance to identify engine problems prior to catastrophic failures.
- 1.3 Vendor shall submit bid documents and all supporting material via e-bid.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Suzanne Siemer, Asst. Purchasing Agent (ssiemer@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective vendors electronically as an addenda.
 - 1.4.2 No direct contact is allowed between Vendor and other City staff besides Purchasing throughout the bid process.
 - 1.4.2.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.5 The transit program receives funding from the Federal Government for the operation of their program.
 - 1.5.1 Vendors must read, acknowledge and follow the requirements of the Federal guidelines attached to the bid.
 - 1.5.2 Failure to agree to the Federal Requirements or return certifications as required will result in the rejection of bid.
- 1.6 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.
 - 1.6.1 If this optional amount will be exceeded during the contract term, a new bid may be solicited according to FTA Procurement Guidelines.
 - 1.6.2 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.
- 1.7 Prices submitted must include delivery, FOB destination, to:

StarTran Garage
710 J Street
Lincoln, Ne 68508
- 1.8 Oil analysis, reporting and related supplies, shall be provided as-needed upon contract execution by both parties for a period of two (2) years with the option to renew for one (1) additional two (2) year period.
- 1.9 **Due to the fact that this contract uses Federal Grant money from FTA, only StarTran may purchase from this contract.**
- 1.10 The vendor shall provide to the Purchasing Department and StarTran a quarterly report and a final report, showing all purchases made under the terms and conditions of the contract.
 - 1.10.1 Such reports shall itemize the following information:
 - 1.10.1.1 Number of oil analysis performed.
 - 1.10.1.2 Total dollar amount of purchases.
- 1.11 Vendor to provide a "Per Analysis" price in the line item that includes ALL cost involved.
 - 1.11.1 Oil analysis, reporting, related supplies and sending the analysis report to StarTran

2. **SERVICE SCHEDULE**

- 2.1 Vendor must include a description of the service that will be offered during the term of a contract if it deviates from the description in section 3.
 - 2.1.1 This information shall be attached to the Response Attachment section of the e-bid response.
- 2.2 Additional work required beyond normal service schedule which involves a fee must be approved by StarTran Maintenance Supervisor or his designee and a contract amendment must be executed by all parties.
- 2.3 StarTran estimates they will send approximately seven (7) oil samples per week or approximately 350 per year to the successful vendor.
 - 2.3.1 Gas engines are sampled at approximately every 3,000 miles.
 - 2.3.2 Diesel engines are sampled at approximately every 6,000 miles.
- 2.4 Vendor must ensure that StarTran has a sufficient amount of supplies in stock.

3. **ANALYSIS AND REPORTING REQUIREMENTS**

- 3.1 Basic or Standard Oil Analysis for each sample shall include, at a minimum, the following tests:
 - 3.1.1 Viscosity at 100 degrees C and reported in SAE
 - 3.1.2 Solids as % by volume
 - 3.1.3 Fuel Dilution as % volume
 - 3.1.4 Water content as positive or negative
 - 3.1.5 Glycol (antifreeze) reported as positive or negative
 - 3.1.6 Wear metals, including but not limited to, silicon, copper, lead, tin, iron, aluminum, chromium, sodium and molybdenum.
- 3.2 Tests results to be provided in parts per million (ppm) by weight.
- 3.3 Analysis reports shall convey the condition of the oil and provide appropriate recommendations of other testing needed?
- 3.4 Vendor must furnish to StarTran all related supplies (sample bottles, pre-printed labels and mailers for the collection) as a part of the "Per Analysis cost".
 - 3.4.1 Sample collection bottles shall be supplied in a size that is sufficient to perform the required testing and reporting.
- 3.5 Vendor's laboratory equipment used for testing samples must meet or exceed oil industry laboratory testing standards.
- 3.6 Vendor's testing shall remain within precision limits of the appropriate testing methods and any testing errors made by the vendor shall be corrected at the expense of the vendor.
 - 3.6.1 Vendor shall attach a sample report with their bid response in the Response Attachment Section.
- 3.7 Expedient turnaround on analysis reports is critical.
- 3.8 Vendor shall provide reports to StarTran in two (2) forms based on the following desired schedule:
 - 3.8.1 E-mail results to StarTran within 3 (three) business days of receiving the sample and hard copy of the same results to StarTran within five (5) business days after receiving the sample. (Name and address of StarTran contact to be provided upon contract award).
 - 3.8.2 Special attention shall be given to the e-mail report if the test results find any anomalies and discrepancies occurring during testing.
 - 3.8.3 If vendor cannot meet this report schedule, then provide the proposed schedule in the attribute section.
 - 3.8.4 Failure to provide analysis results in the required reporting time will result in non-payment for that test.
- 3.9 The vendor shall maintain a running record of test results for each vehicle.
- 3.10 The vendor shall assign one technical laboratory representative, as well as a backup during times of absenteeism, to provide all communication and test results.

- 3.10.1 Provide the name, address, and telephone number of the contact person who will provide all communication and test results to StarTran.
- 3.11 The test results shall be reported in a format similar to the sample report attached.
- 3.12 The vendor shall use a procedure for shipping and receiving samples that ensures the chain-of-custody is maintained. The chain-of-custody procedure shall be provided with bid in the Response Attachment Section.
- 3.13 Vendor may attach brochures or information in the Response Attachment section outlining the services being offered.

4. **AWARD OF BID**

- 4.1 Bid will be awarded based on:
 - 4.1.1 The prices indicated in the Line Item for each unit "Per Analysis".
 - 4.1.2 Previous and current contract performance for similar type services.
 - 4.1.2.1 Please provide references from at least three (3) sites where you are currently providing similar services as listed in these specs.
 - 4.1.2.2 Include Company Name, Address, Contact Name, Contact Phone Number and size/scope of contract on company letterhead and include it in the Response Attachment section of your ebid response.
 - 4.1.3 Financial stability of company.
 - 4.1.4 Compliance with requirements as outlined in these specifications.
 - 4.1.5 Vendor's ability to meet the schedule for analysis and reporting test results.

ADDENDUM #1

Issue Date:03/29/12

SPECIFICATION NO.3900

FOR

Oil Analysis, Reporting and Related Supplies - STARTRAN

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.

1. Please define in: Section 3, part 3.1.2 Correct Test ASTM method required for solids as % by volume Section 3, part 3.1.2 Are the mailers to be supplied with postage paid by vendor?

Answer: StarTran's minimum requirements for reporting are outlined in the specifications. Vendors shall perform the Oil Analysis using an industry standard testing method that will yield the minimum reporting requirements as outlined. Please refer to the sample report under "Bid Attachments" in the e-bid, as it represents a current report and provides an example of how an Oil Analysis may be reported. See sections 1.11 and 1.11.1 of the specifications for pricing instructions on the Oil Analysis. StarTran will pay for the shipping costs to send the collected sample back to the vendor.

2. I would like to request the unit price from the previous bid as well as who the current vendor of the services and who were the previous bidders the last time this was bid out.

Answer: StarTran does not have a contract for Oil Analysis. The vendor who has provided these services is called MIDCONTINENT out of Rapid City, SD. The price paid by StarTran for a Standard Oil Analysis with all labor and materials included was \$8.50 per analysis.

3. Under the Freedom of Information Act pertaining to Public Agencies, what are the terms, conditions and pricing of the current contract? By whom are they currently provided?

Answer: See response to question number 2.

All other terms and conditions shall remain unchanged.
Dated this 29th Day of March, 2012.

Suzanne Siemer
Assistant Purchasing Agent.

End of Addendum

**CITY OF LINCOLN/STARTRAN
RECYCLED PRODUCTS
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873**

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.