



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: May 20, 2025

INVITATION TO BID # 75-2025 Synthetic Transmission Fluid

Bid Opening Date: June 3, 2025

Bid Opening Time: 10:00 AM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **06/03/2025**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, Kentucky.

| | |
|--|---|
| <p><input checked="" type="checkbox"/> Check One: Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p> | <p>Proposed Delivery: <u>3</u> days after acceptance of bid.</p> |
| <p>Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | |

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by:

APOLLO OIL
Firm Name

1175 EARLY DRIVE

Address

WINCHESTER, KY 40391

City, State & Zip

Bid must be signed:

[Signature] AREA SALES MANAGER

Signature of Authorized Company Representative – Title

CHRISTOPHER TODD CREECH
Representative's Name (Typed or printed)

859 749 8308

Area Code - Phone – Extension Fax #

TCREECH@CAPENCEPETROLEUM.COM

E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, William Davis, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Christopher Todd Creech and he/she is the individual submitting the bid or is the authorized representative of AROW OIL the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. _____

STATE OF

Kentucky

COUNTY OF

Clark

The foregoing Instrument was subscribed, sworn to and acknowledged before me
by Christopher T. Creech on this the 30th day
of May, 2025

My Commission expires: 09-20-2027

Meagan Rich
NOTARY PUBLIC, STATE AT LARGE



Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X No

D. COOPERATIVE CONTRACT

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other government entities if requested?

Yes X No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
 - (XX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

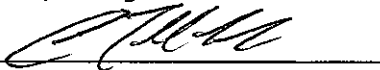
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

Signature



Name of Business

APOLLO OIL

GENERAL PROVISIONS OF BID CONTRACT

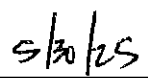
By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature


Date

WORKFORCE ANALYSIS FORM

Name of Organization: Apollo Oil

| Categories | Total | White (Not Hispanic or Latino) | | Hispanic or Latino | | Black or African- American (Not Hispanic or Latino) | | Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino) | | Asian (Not Hispanic or Latino) | | American Indian or Alaskan Native (not Hispanic or Latino) | | Two or more races (Not Hispanic or Latino) | | Total | |
|---------------------|-------|--------------------------------------|---|-----------------------|---|---|---|--|---|---|---|--|---|--|---|-------|---|
| | | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| Administrators | 3 | 3 | | | | | | | | | | | | | | 3 | |
| Professionals | 5 | 5 | | | | | | | | | | | | | | 5 | |
| Superintendents | | | | | | | | | | | | | | | | | |
| Supervisors | 3 | 3 | | | | | | | | | | | | | | 3 | |
| Foremen | | | | | | | | | | | | | | | | | |
| Technicians | 13 | 13 | | | | | | | | | | | | | | 13 | |
| Protective Service | | | | | | | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | | | | | | | |
| Office/Clerical | 5 | 3 | 2 | | | | | | | | | | | | | 3 | 2 |
| Skilled Craft | 18 | 14 | | 1 | | 3 | | | | | | | | | | 18 | |
| Service/Maintenance | 2 | 2 | | | | | | | | | | | | | | 2 | |
| Total: | 49 | 43 | 2 | 1 | | 3 | | | | | | | | | | 47 | 2 |

Prepared by: William Davis, Vice President - Human Resources Date: 5 / 29 / 25
 (Name and Title) Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 75-2025 SYNTHETIC TRANSMISSION FLUID

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

| MWBE Company, Name, Address, Phone, Email | DBE/MBE WBE/VOSB/SDVOSB | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|---|-------------------------|----------------------|--------------------------------|---------------------------|
| 1. <u>NONE</u> | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

APOLLO OIL
Company

5/30/25
Date

CHRISTOPHER TONY CREECH
Company Representative

AREA SALES MANAGER
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 75-2015 SYNTHETIC TRANSMISSION FLUID

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

| SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email | DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email | Work to Be Performed | Reason for the Substitution | Total Dollar Value of the Work | % Value of Total Contract |
|---|--|-------------------------|--------------------------------|--------------------------------------|------------------------------|
| 1. <u>NONE</u> | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

ARROW OIL
Company

5/30/25
Date

CHRISTOPHER TODD CREECH
Company Representative

AREA SALES MANAGER
Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: APOLLO OIL Date: 5/30/25
Project Name: 75-2025 SYNTHETIC TRANSMISSION FLUID Project Number: 75-2025
Contact Name: CHRISTOPHER TOWN CROUCH Telephone: 909 749 8308
Email: TCROUCH@CADENCEPETROLEUM.COM

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long-term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☒

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

NONE

(Click or tap here to enter text.)

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☒

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. (Click or tap here to enter text.) **WE ARE A DISTRIBUTOR AND DELIVER ALL OF OUR OWN PRODUCTS.**

If yes, please complete the following pages and submit all pages with your bid and/or proposal.



Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

APOLLO OIL
Company 5/30/25
Date

CHRISTOPHER TODD CREECH
Company Representative AREA SALES MANAGER
Title

4870-1925-6809, v. 1

1.0 SCOPE AND CLASSIFICATION

- 1.1 This specification describes the minimum requirements for a premium quality synthetic automatic transmission fluid suitable for use in all Allison automatic transmissions and meeting the requirements set forth in the most recent Allison Extended Transmission Coverage Agreement. We estimate 500-600 gallons a year. However, no quantities are guaranteed.

2.0 REQUIREMENTS

- 2.1 Transmission fluid shall be premium quality, manufactured from synthetic base oils and designed specifically for use in Allison heavy-duty automatic transmissions.
- 2.2 Transmission fluids bid shall meet all the below listed standards.
 - 2.2.1 **Allison TES-668** - Product literature and labeling shall carry the "Allison Approved" logo.
 - 2.2.2 The following products are pre-qualified under this specification:
 - Allison TranSynd 668
 - Castrol TranSynd 668
 - Mobil Delvac 1 Synthetic ATF 668
 - Chevron Delo ATF 668
 - Chrysan SYN 668
- 2.3 **Bids for products not listed above must include the Allison TES-668 approval number in the bid package. Bid packages without the TES-668 approval number will be automatically rejected.**
- 2.4 All product shall be virgin material. No recycled or re-refined oils will be accepted.
- 2.5 Successful bidder shall supply product information tank labels.

3.0 NOTES

- 3.1 Delivery and storage in 55 gallon drums is acceptable. There shall be no core charge for drums.
- 3.2 Literature: Oil manufacturer's complete specifications and product description shall be submitted with bid. Literature submitted shall explicitly show compliance with this specification including the Allison TES-668 approval number. Literature shall be manufacturer's original printed material. **Complete MSDS sheets shall be submitted with bid.**
- 3.3 Bids submitted shall be in the form of price per gallon. Bid price shall be inclusive of any and all related charges such as freight, delivery, etc.
- 3.4 Please log into your Ionwave account to submit pricing. List the product that you are pricing in the notes. Once you have completed and uploaded your bid package, you will need to click "yes" on the attributes tab.

PRODUCT INFORMATION



VALVOLINE™ SYN GARD™ 668 AUTOMATIC TRANSMISSION FLUID

Valvoline SYN GARD 668 Automatic Transmission Fluid (ATF) is an approved full-synthetic heavy-duty automatic transmission fluid for use in Allison Transmissions. This fluid is formulated to meet and exceed the requirements of modern-day transmissions where lubricants encounter very harsh conditions to provide extended drain capability. SYN GARD 668 ATF is approved for all TES 668 applications and is backwards compatible for TES 295 applications, including the Allison 1000 - 4000 series transmissions. It is also recommended for use in applications calling for TES-468 such as the H 40/50 EP Series transmissions.

Valvoline SYN GARD 668 ATF is recommended for Allison transmissions and similar applications calling for TES-668, TES-295, TES-468 and TES-389 approved fluids.

Approvals and Licenses:

TE5-668 Approved

App Num: 668-10112021

Valvoline SYN GARD 668 Automatic Transmission Fluid Advantages:

- Formulated to deliver outstanding oxidative stability performance
- Exceptional anti-wear performance to keep transmission hardware from wearing out
- Excellent friction durability for extended life
- Outstanding performance in both cold-start and heavy load conditions
- Enhanced protection from corrosion
- Extended oil drain interval capable

Typical Properties:

| | |
|-------------------------------|--------|
| KV100 (cSt) | 6.8 |
| KV40 (cSt) | 33.3 |
| Viscosity Index | 168 |
| Density (g/cm3) | 0.8508 |
| Flash Point (°C) | 205 |
| TBN (mg KOH/g) | 4.7 |
| Gear Scuffing Wear Test (FLS) | >12 |

Part Numbers:

| | |
|----------------|--------|
| Bulk | 896029 |
| 55 Gallon Drum | 896083 |
| Tote | 896081 |
| Pail | 896085 |

Refer to Valvoline's Safety Data Sheet for health and safety instructions

This information only applies to products manufactured in the following location(s): North America.

Effective Date:
8/20/21

Author:
JD

TRUSTED FOR 150 YEARS

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SAFETY DATA SHEET
Valvoline™ SYN GARD™ 688 Automatic
Transmission Fluid

Version: 1.1

Revision Date: 05/25/2021

Print Date:
04/18/2023

29 CFR 1910.1200 (OSHA HazCom 2012)

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product identifier

Trade name : Valvoline™ SYN GARD™ 688
Automatic Transmission Fluid

Product code : 896081

Details of the supplier of the safety data sheet

Valvoline LLC
100 Valvoline Way
Lexington, KY 40509
United States of America (USA)
1-800-TEAMVAL (1-800-832-6825)

SDS@valvoline.com

Emergency telephone number

1-800-VALVOLINE (1-800-825-8654)

Regulatory Information Number

1-800-TEAMVAL (1-800-832-6825)

Product Information

1-800-TEAMVAL (1-800-832-6825)

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Reproductive toxicity : Category 2

GHS label elements

Hazard pictograms :



Signal Word : Warning

Hazard Statements : Suspected of damaging the unborn child.

Precautionary Statements : **Prevention:**
Obtain special instructions before use.
Do not handle until all safety precautions have been read and understood.
Wear protective gloves/ protective clothing/ eye protection/ face protection.
Response:
IF exposed or concerned: Get medical advice/ attention.



SAFETY DATA SHEET
Valvoline™ SYN GARD™ 688 Automatic
Transmission Fluid

Version: 1.1

Revision Date: 05/25/2021

Print Date:
04/18/2023

Storage:

Store locked up.

Disposal:

Dispose of contents/ container to an approved waste disposal plant.

Other hazards

Static-accumulating flammable liquid.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture

: Mixture

Hazardous components

| Chemical name | CAS No. | Classification | Concentration (%) |
|--|------------|---------------------------------------|-------------------|
| HYDROTREATED LIGHT PARAFFINIC DISTILLATE | 64742-55-8 | Asp. Tox. 1; H304 | >=40.00 - < 50.00 |
| DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC | 64742-54-7 | Not a hazardous substance or mixture. | >=30.00 - < 40.00 |
| HYDROTREATED LIGHT PARAFFINIC DISTILLATE | 64742-55-8 | Asp. Tox. 1; H304 | >=1.50 - < 5.00 |
| LUBRICATING OILS, PETROLEUM, C20-50, HYDROTREATED | 72623-87-1 | Not a hazardous substance or mixture. | >=1.50 - < 5.00 |
| METHYL-1H-BENZOTRIAZOLE | 29385-43-1 | Acute Tox. 4; H302 Repr. 2; H361d | >=0.10 - < 0.50 |

Actual concentration is withheld as a trade secret

SECTION 4. FIRST AID MEASURES

General advice

- Move out of dangerous area.
- Call a POISON CENTRE or doctor/physician if exposed or you feel unwell.
- Show this safety data sheet to the doctor in attendance.
- Do not leave the victim unattended.

If inhaled

- If breathed in, move person into fresh air.
- If unconscious, place in recovery position and seek medical advice.
- If symptoms persist, call a physician.



SAFETY DATA SHEET
Valvoline™ SYN GARD™ 688 Automatic
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- | | |
|---|---|
| In case of skin contact | : First aid is not normally required. However, it is recommended that exposed areas be cleaned by washing with soap and water. |
| In case of eye contact | : Flush eyes with water as a precaution. Remove contact lenses. Protect unharmed eye. If eye irritation persists, consult a specialist. |
| If swallowed | : Obtain medical attention. Do not give milk or alcoholic beverages. Never give anything by mouth to an unconscious person. If symptoms persist, call a physician. |
| Most important symptoms and effects, both acute and delayed | : No symptoms known or expected. Suspected of damaging the unborn child. |
| Notes to physician | : No hazards which require special first aid measures. |

SECTION 5. FIREFIGHTING MEASURES

- | | |
|---|--|
| Suitable extinguishing media | : Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. Water spray Foam Carbon dioxide (CO2) Dry chemical |
| Unsuitable extinguishing media | : High volume water jet |
| Specific hazards during firefighting | : Do not allow run-off from fire fighting to enter drains or water courses. |
| Hazardous combustion products | : No hazardous combustion products are known |
| Specific extinguishing methods | : Product is compatible with standard fire-fighting agents. |
| Further information | : Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations. |
| Special protective equipment for firefighters | : In the event of fire, wear self-contained breathing apparatus. |



SAFETY DATA SHEET
Valvoline™ SYN GARD™ 688 Automatic
Transmission Fluid

Version: 1.1

Revision Date: 05/25/2021

Print Date:
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SECTION 6. ACCIDENTAL RELEASE MEASURES

- Personal precautions, protective equipment and emergency procedures : Ensure adequate ventilation.
Persons not wearing protective equipment should be excluded from area of spill until clean-up has been completed.
- Environmental precautions : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities.
- Methods and materials for containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.
- Other information : Comply with all applicable federal, state, and local regulations.

SECTION 7. HANDLING AND STORAGE

- Advice on safe handling : Do not breathe vapours/dust.
Do not smoke.
Container hazardous when empty.
Smoking, eating and drinking should be prohibited in the application area.
For personal protection see section 8.
Dispose of rinse water in accordance with local and national regulations.
- Conditions for safe storage : Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

| Components | CAS No. | Value type (Form of exposure) | Control parameters/Permissible concentration | Basis |
|--|------------|-------------------------------|--|----------|
| HYDROTREATED LIGHT PARAFFINIC DISTILLATE | 64742-55-8 | TWA | 5 mg/m3 Mist | OSHA Z-1 |



SAFETY DATA SHEET
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| | | | | |
|--|------------|-----|--|-----------|
| | | TWA | 5 mg/m3 Inhalable particulate matter | ACGIH |
| | | TWA | 5 mg/m3 Mist | OSHA P0 |
| | | TWA | 5 mg/m3 Mist | NIOSH REL |
| | | ST | 10 mg/m3 Mist | NIOSH REL |
| | | PEL | 5 mg/m3 particulate | CAL PEL |
| DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC | 64742-54-7 | TWA | 5 mg/m3 Mist | OSHA Z-1 |
| | | TWA | 5 mg/m3 Inhalable particulate matter | ACGIH |
| | | TWA | 5 mg/m3 Mist | OSHA P0 |
| | | TWA | 5 mg/m3 Mist | NIOSH REL |
| | | ST | 10 mg/m3 Mist | NIOSH REL |
| | | PEL | 5 mg/m3 particulate | CAL PEL |
| HYDROTREATED LIGHT PARAFFINIC DISTILLATE | 64742-55-8 | TWA | 5 mg/m3 Mist | OSHA Z-1 |
| | | TWA | 5 mg/m3 Inhalable particulate matter | ACGIH |
| | | TWA | 5 mg/m3 Mist | OSHA P0 |
| | | TWA | 5 mg/m3 Mist | NIOSH REL |
| | | ST | 10 mg/m3 Mist | NIOSH REL |
| | | PEL | 5 mg/m3 particulate | CAL PEL |
| LUBRICATING OILS, PETROLEUM, C20-50, HYDROTREATED | 72623-87-1 | TWA | 5 mg/m3 Mist | OSHA Z-1 |
| | | TWA | 5 mg/m3 Inhalable particulate matter | ACGIH |
| | | TWA | 5 mg/m3 Mist | OSHA P0 |
| | | TWA | 5 mg/m3 Mist | NIOSH REL |
| | | ST | 10 mg/m3 | NIOSH REL |



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| | | | | |
|--|--|-----|--------------------------------|---------|
| | | PEL | Mist 5 mg/m3 particulate | CAL PEL |
|--|--|-----|--------------------------------|---------|

Engineering measures : Provide sufficient mechanical (general and/or local exhaust) ventilation to maintain exposure below exposure guidelines (if applicable) or below levels that cause known, suspected or apparent adverse effects.

Personal protective equipment

Respiratory protection : No personal respiratory protective equipment normally required.

A NIOSH-approved air-purifying respirator with an appropriate cartridge and/or filter may be permissible under certain circumstances where airborne concentrations are expected to exceed exposure limits (if applicable) or if overexposure has otherwise been determined. Protection provided by air-purifying respirators is limited. Use a positive pressure, air-supplied respirator if there is any potential for uncontrolled release, exposure levels are not known or any other circumstances where an air-purifying respirator may not provide adequate protection.

Hand protection
Remarks

: The suitability for a specific workplace should be discussed with the producers of the protective gloves.

Eye protection

: Not required under normal conditions of use. Wear splash-proof safety goggles if material could be misted or splashed into eyes.

Skin and body protection

: Wear resistant gloves (consult your safety equipment supplier).
Wear as appropriate:
Impervious clothing
Safety shoes
Choose body protection according to the amount and concentration of the dangerous substance at the work place.

Hygiene measures

: Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : liquid

Odour : No data available



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| | |
|--|---|
| Odour Threshold | : No data available |
| pH | : No data available |
| Melting point/freezing point | : No data available |
| Boiling point/boiling range | : No data available |
| Flash point | : 394 - 480 °F / 201 - 249 °C Method: Cleveland open cup |
| Evaporation rate | : No data available |
| Flammability (solid, gas) | : No data available |
| Flammability (liquids) | : Static-accumulating flammable liquid. |
| Self-ignition | : No data available |
| Upper explosion limit / Upper flammability limit | : No data available |
| Lower explosion limit / Lower flammability limit | : No data available |
| Vapour pressure | : No data available |
| Relative vapour density | : No data available |
| Relative density | : No data available |
| Density | : 0.851 g/cm ³ |
| Solubility(ies) | |
| Water solubility | : No data available |
| Solubility in other solvents | : No data available |
| Partition coefficient: n-octanol/water | : No data available |
| Decomposition temperature | : No data available |
| Viscosity | |
| Viscosity, dynamic | : No data available |
| Viscosity, kinematic | : 34.3 mm ² /s (104 °F / 40 °C) |



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Oxidizing properties : No data available

SECTION 10: STABILITY AND REACTIVITY

Reactivity : No decomposition if stored and applied as directed.

Chemical stability : Stable under recommended storage conditions.

Possibility of hazardous reactions : Product will not undergo hazardous polymerization.

Conditions to avoid : excessive heat

Incompatible materials : alkalis
Strong acids
Strong oxidizing agents

Hazardous decomposition products : No hazardous decomposition products are known.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Inhalation
Skin contact
Eye Contact
Ingestion

Acute toxicity

Not classified based on available information.

Components:

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

Acute oral toxicity : LD50 (Rat): > 5,000 mg/kg

Acute inhalation toxicity : LC50 (Rat): > 5.58 mg/l
Exposure time: 4 h
Test atmosphere: dust/mist
Assessment: Not classified as acutely toxic by inhalation under GHS.
Remarks: No mortality observed at this dose.

Acute dermal toxicity : LD50 (Rabbit): > 5,000 mg/kg
Remarks: No mortality observed at this dose.

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

Acute oral toxicity : LD50 (Rat): > 15 g/kg

Acute dermal toxicity : LD50 (Rabbit): > 5 g/kg



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- Acute oral toxicity : LD50 (Rat): > 5,000 mg/kg
- Acute inhalation toxicity : LC50 (Rat): > 5.58 mg/l
Exposure time: 4 h
Test atmosphere: dust/mist
Assessment: Not classified as acutely toxic by inhalation under GHS.
Remarks: No mortality observed at this dose.
- Acute dermal toxicity : LD50 (Rabbit): > 5,000 mg/kg
Remarks: No mortality observed at this dose.

METHYL-1H-BENZOTRIAZOLE:

- Acute oral toxicity : LD50: > 300 - < 2,000 mg/kg
Assessment: The component/mixture is classified as acute oral toxicity, category 4.

Skin corrosion/irritation

Not classified based on available information.

Components:

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

- Species : Rabbit
Result : No skin irritation

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

- Assessment : Slight, transient irritation
Result : Slight, transient irritation

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

- Assessment : Slight, transient irritation
Result : Slight, transient irritation

- Result : Repeated exposure may cause skin dryness or cracking.

LUBRICATING OILS, PETROLEUM, C20-50, HYDROTREATED:

- Species : Rabbit
Result : No skin irritation

Serious eye damage/eye irritation

Not classified based on available information.

Product:

- Remarks : Unlikely to cause eye irritation or injury.

Components:

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

- Species : Rabbit
Result : No eye irritation



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DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

Result : No eye irritation.
Assessment : No eye irritation

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

Result : Slight, transient irritation
Assessment : Slight, transient irritation

LUBRICATING OILS, PETROLEUM, C20-50, HYDROTREATED:

Species : Rabbit
Result : No eye irritation

METHYL-1H-BENZOTRIAZOLE:

Result : Slight, transient irritation

Respiratory or skin sensitisation

Skin sensitisation

Not classified based on available information.

Respiratory sensitisation

Not classified based on available information.

Components:

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

Test Type : Buehler Test
Species : Guinea pig
Assessment : Does not cause skin sensitisation.

LUBRICATING OILS, PETROLEUM, C20-50, HYDROTREATED:

Test Type : Buehler Test
Species : Guinea pig
Assessment : Does not cause skin sensitisation.

METHYL-1H-BENZOTRIAZOLE:

Assessment : Does not cause skin sensitisation.

Germ cell mutagenicity

Not classified based on available information.

Carcinogenicity

Not classified based on available information.

Components:

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

Carcinogenicity - : Classified based on DMSO extract content < 3% (Regulation
Assessment (EC) 1272/2008, Annex VI, Part 3, Note L)

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

Carcinogenicity - : Classified based on DMSO extract content < 3% (Regulation
Assessment (EC) 1272/2008, Annex VI, Part 3, Note L)

LUBRICATING OILS, PETROLEUM, C20-50, HYDROTREATED:

Carcinogenicity - : Classified based on DMSO extract content < 3% (Regulation
Assessment (EC) 1272/2008, Annex VI, Part 3, Note L)



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IARC No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Reproductive toxicity

Suspected of damaging the unborn child.

Components:

METHYL-1H-BENZOTRIAZOLE:

Reproductive toxicity - : Some evidence of adverse effects on development, based on
Assessment animal experiments.

STOT - single exposure

Not classified based on available information.

STOT - repeated exposure

Not classified based on available information.

Aspiration toxicity

Not classified based on available information.

Components:

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

May be fatal if swallowed and enters airways.

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

May be fatal if swallowed and enters airways.

LUBRICATING OILS, PETROLEUM, C20-50, HYDROTREATED:

No aspiration toxicity classification

Further information

Product:

Remarks : No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

Product:

Ecotoxicology Assessment

Short-term (acute) aquatic : Acute aquatic toxicity Category 3; Harmful to aquatic life.
hazard

Long-term (chronic) aquatic : Chronic aquatic toxicity Category 3; Harmful to aquatic life
hazard with long lasting effects.



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Components:

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

Toxicity to fish : LL50 (Pimephales promelas (fathead minnow)); > 100 mg/l
Exposure time: 96 h
Test Type: static test
Test substance: WAF
Method: OECD Test Guideline 203
Remarks: No toxicity at the limit of solubility

Toxicity to daphnia and other aquatic invertebrates : EL50 (Daphnia magna (Water flea)); > 10,000 mg/l
Exposure time: 48 h
Test Type: static test
Test substance: WAF
Method: OECD Test Guideline 202

Toxicity to algae : NOEL (Pseudokirchneriella subcapitata (green algae)); >= 100 mg/l
End point: Growth inhibition
Exposure time: 72 h
Test Type: static test
Test substance: WAF
Method: OECD Test Guideline 201

Toxicity to fish (Chronic toxicity) : NOELR (Oncorhynchus mykiss (rainbow trout)); Calculated >= 1,000 mg/l
Exposure time: 14 d

Toxicity to daphnia and other aquatic invertebrates (Chronic toxicity) : NOEL (Daphnia (water flea)); 10 mg/l
Exposure time: 21 d
Test substance: WAF
Method: OECD Test Guideline 211

Ecotoxicology Assessment
Short-term (acute) aquatic hazard : Not classified based on available information.

Long-term (chronic) aquatic hazard : Not classified based on available information.

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

Ecotoxicology Assessment
Short-term (acute) aquatic hazard : Not classified based on available information.

Long-term (chronic) aquatic hazard : Not classified based on available information.

LUBRICATING OILS, PETROLEUM, C20-50, HYDROTREATED:

Toxicity to fish : LL50 (Pimephales promelas (fathead minnow)); > 100 mg/l
Exposure time: 96 h



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Test Type: static test
Test substance: WAF
Method: OECD Test Guideline 203
Remarks: No toxicity at the limit of solubility

Toxicity to daphnia and other aquatic invertebrates : EL50 (*Daphnia magna* (Water flea)): > 10,000 mg/l
Exposure time: 48 h
Test Type: static test
Test substance: WAF
Method: OECD Test Guideline 202

Toxicity to algae : NOEL (*Pseudokirchneriella subcapitata* (green algae)): >= 100 mg/l
End point: Growth inhibition
Exposure time: 72 h
Test Type: static test
Test substance: WAF
Method: OECD Test Guideline 201

Toxicity to fish (Chronic toxicity) : NOEL (*Oncorhynchus mykiss* (rainbow trout)): Calculated >= 1,000 mg/l
Exposure time: 14 d

Toxicity to daphnia and other aquatic invertebrates (Chronic toxicity) : NOEL (*Daphnia* (water flea)): 10 mg/l
Exposure time: 21 d
Test substance: WAF
Method: OECD Test Guideline 211

METHYL-1H-BENZOTRIAZOLE:
Toxicity to fish : LC50 (*Cyprinodon variegatus* (sheepshead minnow)): 55 mg/l
Exposure time: 96 h
Test Type: semi-static test

Toxicity to daphnia and other aquatic invertebrates : EC50 (*Daphnia magna* (Water flea)): 8.58 mg/l
Exposure time: 48 h
Test Type: static test
Remarks: Information given is based on data on the components and the ecotoxicology of similar products.

Toxicity to algae : EC50 (*Desmodesmus subspicatus* (green algae)): 62 mg/l
Exposure time: 72 h

Ecotoxicology Assessment
Short-term (acute) aquatic hazard :

Acute aquatic toxicity Category 2; Toxic to aquatic life.

Long-term (chronic) aquatic hazard : Toxic to aquatic life with long lasting effects.



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Chronic aquatic toxicity Category 2; Toxic to aquatic life with long lasting effects.

Persistence and degradability

Components:

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

Biodegradability : Result: Not readily biodegradable.
Biodegradation: 2 - 4 %
Exposure time: 28 d
Method: OECD Test Guideline 301B

LUBRICATING OILS, PETROLEUM, C20-50, HYDROTREATED:

Biodegradability : Result: Not readily biodegradable.
Biodegradation: 2 - 4 %
Exposure time: 28 d
Method: OECD Test Guideline 301B

No data available

Bioaccumulative potential

Components:

METHYL-1H-BENZOTRIAZOLE:

Partition coefficient: n-octanol/water : log Pow: 1.71

No data available

Mobility in soil

Components:

No data available

Other adverse effects

No data available

Product:

Regulation

40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances
This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Remarks

Additional ecological
Information

: An environmental hazard cannot be excluded in the event of unprofessional handling or disposal. Harmful to aquatic life with long lasting effects.

Components:

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

General advice

: Dispose of in accordance with all applicable local, state and federal regulations.





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The product should not be allowed to enter drains, water courses or the soil.
Do not contaminate ponds, waterways or ditches with chemical or used container.
Send to a licensed waste management company.

Contaminated packaging

: Empty remaining contents.
Dispose of as unused product.
Empty containers should be taken to an approved waste handling site for recycling or disposal.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

International Regulations

UNRTDG

Not regulated as a dangerous good

IATA-DGR

Not regulated as a dangerous good

IMDG-Code

Not regulated as a dangerous good

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable for product as supplied.

National Regulations

CFR_ROAD

Not regulated as a dangerous good

Dangerous goods descriptions (if indicated above) may not reflect quantity, end-use or region-specific exceptions that can be applied. Consult shipping documents for descriptions that are specific to the shipment.

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

| Component(s) | CAS-No. | Component RQ (lbs) | Calculated product RQ (lbs) |
|---------------|-----------|--------------------|-----------------------------|
| XYLENE | 1330-20-7 | 100 | 100 (F003) |
| ETHYL BENZENE | 100-41-4 | 100 | 100 (F003) |
| XYLENE | 1330-20-7 | 100 | * |

*: Calculated RQ exceeds reasonably attainable upper limit.



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SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 302 Extremely Hazardous Substances Threshold Planning Quantity

This material does not contain any components with a section 302 EHS TPQ.

SARA 311/312 Hazards : Hazard not otherwise classified (physical hazards)
Reproductive toxicity

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM/ Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

| | | |
|---------------|-----------|----------------|
| XYLENE | 1330-20-7 | >= 0 - < 0.1 % |
| ETHYL BENZENE | 100-41-4 | >= 0 - < 0.1 % |

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

| | | |
|---------------|-----------|----------------|
| XYLENE | 1330-20-7 | >= 0 - < 0.1 % |
| ETHYL BENZENE | 100-41-4 | >= 0 - < 0.1 % |

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

This product does not contain any priority pollutants related to the U.S. Clean Water Act

The components of this product are reported in the following inventories:

| | |
|-------|--|
| DSL | : All components of this product are on the Canadian DSL |
| AICS | : On the inventory, or in compliance with the inventory |
| ENCS | : On the inventory, or in compliance with the inventory |
| KECI | : On the inventory, or in compliance with the inventory |
| PICCS | : On the inventory, or in compliance with the inventory |
| IECSC | : On the inventory, or in compliance with the inventory |
| TCSI | : Not in compliance with the inventory |



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TSCA : On TSCA Inventory

TSCA list

No substances are subject to TSCA 12(b) export notification requirements.

Inventories

AIIIC (Australia), DSL (Canada), IECSC (China), REACH (European Union), ENCS (Japan), ISHL (Japan), KECI (Korea), NZIoC (New Zealand), PICCS (Philippines), TCSI (Taiwan), TECI (Thailand), TSCA (USA)

SECTION 16. OTHER INFORMATION

Further information

Internal information : 000000278348

| NFPA: | HMIS III: | | | | | | |
|--|--|--------|----|--------------|---|-------------|---|
| <p>Flammability</p> <p>Health</p> <p>Instability</p> <p>Special hazard</p> | <table> <tr> <td>HEALTH</td><td>0*</td></tr> <tr> <td>FLAMMABILITY</td><td>1</td></tr> <tr> <td>INSTABILITY</td><td>0</td></tr> </table> <p>0 = not significant, 1 = Slight, 2 = Moderate, 3 = High 4 = Extreme, * = Chronic</p> | HEALTH | 0* | FLAMMABILITY | 1 | INSTABILITY | 0 |
| HEALTH | 0* | | | | | | |
| FLAMMABILITY | 1 | | | | | | |
| INSTABILITY | 0 | | | | | | |

NFPA Flammable and Combustible Liquids Classification
Combustible Liquid Class IIIB

Full text of H-Statements

H302 Harmful if swallowed.
H304 May be fatal if swallowed and enters airways.
H361d Suspected of damaging the unborn child.

Sources of key data used to compile the Safety Data Sheet

Valvoline internal data including own and sponsored test reports

The UNECE administers regional agreements implementing harmonised classification for labelling (GHS) and transport.



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The information accumulated herein is believed to be accurate but is not warranted to be whether originating with the company or not. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Valvoline's Environmental Health and Safety Department (1-800-VALVOLINE).

List of abbreviations and acronyms that could be, but not necessarily are, used in this safety data sheet:

ACGIH : American Conference of Industrial Hygienists
BEI : Biological Exposure Index
CAS : Chemical Abstracts Service (Division of the American Chemical Society).
CMR : Carcinogenic, Mutagenic or Toxic for Reproduction
FG : Food grade
GHS : Globally Harmonized System of Classification and Labeling of Chemicals.
H-statement : Hazard Statement
IATA : International Air Transport Association.
IATA-DGR : Dangerous Goods Regulation by the "International Air Transport Association" (IATA).

ICAO : International Civil Aviation Organization
ICAO-TI (ICAO) : Technical Instructions by the "International Civil Aviation Organization"
IMDG : International Maritime Code for Dangerous Goods
ISO : International Organization for Standardization
logPow : octanol-water partition coefficient
LCxx : Lethal Concentration, for xx percent of test population
LDxx : Lethal Dose, for xx percent of test population.
ICxx : Inhibitory Concentration for xx of a substance
Ecxx : Effective Concentration of xx
N.O.S.: Not Otherwise Specified
OECD : Organization for Economic Co-operation and Development
OEL : Occupational Exposure Limit
P-Statement : Precautionary Statement
PBT : Persistent , Bioaccumulative and Toxic
PPE : Personal Protective Equipment
STEL : Short-term exposure limit
STOT : Specific Target Organ Toxicity
TLV : Threshold Limit Value
TWA : Time-weighted average
vPvB : Very Persistent and Very Bioaccumulative
WEL : Workplace Exposure Level

CERCLA : Comprehensive Environmental Response, Compensation, and Liability Act
DOT : Department of Transportation
FIFRA : Federal Insecticide, Fungicide, and Rodenticide Act
HMIRC : Hazardous Materials Information Review Commission
HMIS : Hazardous Materials Identification System
NFPA : National Fire Protection Association
NIOSH : National Institute for Occupational Safety and Health
OSHA : Occupational Safety and Health Administration



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PMRA : Health Canada Pest Management Regulatory Agency
RTK : Right to Know
WHMIS : Workplace Hazardous Materials Information System