



**LEXINGTON**

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: May 4, 2021

## INVITATION TO BID #52-2020 Synthetic Transmission Fluid

**Bid Opening Date:** May 18, 2021

**Bid Opening Time:** 2:00 PM

**Address:** 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507

**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A

**Pre Bid Time:** N/A

**Address:** N/A

Sealed bids will be received via Ion Wave, until **2:00 PM**, prevailing local time on **5/18/2021**. Bids must be received by the above-mentioned date and time. Bids should be submitted via:

**Ion Wave**

<https://lexingtonky.ionwave.net>

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not delivered as indicated above. All bids must be signed. Bids are to include all shipping, handling and associated fees to the point of delivery located at: Lexington, KY

<p><input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p><b>Proposed Delivery:</b> <u>2</u> days after acceptance of bid.</p>
<p><b>Procurement Card Usage</b>—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 type="checkbox"/> Yes <input type="checkbox"/> No</p>	

Submitted by: Key Oil Company  
*Firm Name*

216 Midland Trail  
*Address*

MOUNT Sterling, KY 40353  
*City, State & Zip*

**Bid must be signed:**  
*(original signature)*

Judy Samons - Sales  
*Signature of Authorized Company Representative - Title*

Troy Samons  
*Representative's Name (Typed or printed)*

859-351-3766      859-225-8395  
*Area Code - Phone - Extension*      *Fax #*

TSAMONS@keystops.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, Troy Samons, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Troy Samons and he/she is the individual submitting the bid or is the authorized representative of Key Oil Company, 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 Central Purchasing 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.

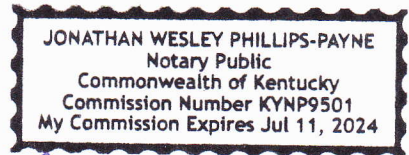
Further, Affiant sayeth naught. Troy Samons

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Troy Samons on this the 13<sup>th</sup> day of May, 2021.

My Commission expires: 01/11/2024



[Signature]  
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](http://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.Green Seal.org](http://www.Green Seal.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  No

## 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

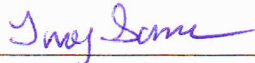
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment 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.*

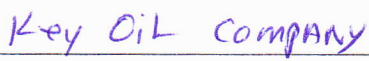
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of 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

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.



5-10-21

**WORKFORCE ANALYSIS FORM**

Name of Organization: Keystops DBA Key Oil Company

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	4	4															
Professionals	19	17	8														
Superintendents																	
Supervisors	14	10	3				1										
Foremen																	
Technicians	7	7															
Protective Service																	
Para-Professionals																	
Office/Clerical	38	3	35														
Skilled Craft	118	110		1		7											
Service/Maintenanc	73	41	16			11	4					1					
<b>Total:</b>	<b>273</b>	<b>186</b>	<b>62</b>	<b>1</b>		<b>18</b>	<b>5</b>					<b>1</b>					

Prepared by: Jennifer Sanford, HR Date: 09 / 11 / 2020  
 (Name and Title)

Revised 2015-Dec-16

COMPLY  
YES/NO

	<p><b>1.0 SCOPE OF BID</b></p> <p>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 <b>Allison Extended Transmission Coverage Agreement</b>.</p> <p><b>2.0 REQUIREMENTS</b></p> <p>2.1 Transmission fluid shall be premium quality, manufactured from synthetic base oils and designed specifically for use in Allison heavy-duty automatic transmissions.</p> <p>2.2 Transmission fluids bid shall meet all the below listed standards.</p> <p>2.3 <b>Allison TES-295</b> - Product literature and labeling shall carry the "Allison Approved" logo.</p> <p>2.4 The following products are pre-qualified under this specification: Allison TranSynd Castrol TranSynd BP Autran Syn 295 Cognis Emgard 2805 International Fleetrite Synthetic ATF Mack Bulldog Synthetic ATF ✱ Mobil Delvac Synthetic ATF ✱ Shell Spirax S6 ATF</p> <p><b>2.3 Bids for products not listed above must include the Allison TES-295 approval number in the bid package. Bid packages without the TES-295 approval number will be automatically rejected.</b></p> <p>2.3 All product shall be virgin material. No recycled or re-refined oils will be accepted.</p> <p>2.5 Successful bidder shall supply product information tank labels.</p> <p><b>3.0 NOTES</b></p> <p>3.1 Delivery and storage in 55 gallon drums is acceptable. There shall be no core charge for drums or totes.</p> <p>3.2 Literature: Oil manufacturer's complete specifications and product</p>
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description shall be submitted with bid. Literature submitted shall explicitly show compliance with this specification including the Allison TES-295 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.

3.4 Price per gallon delivered to LFUCG Fleet Service 669 Byrd Thuman Dr.

Lexington, KY. \$ 27.25 per gallon delivered.



## Mobil Delvac 1™ ATF

Mobil commercial-vehicle-lube , United Kingdom

View [Mobil Delvac 1 ATF](#)

Advanced Technology Synthetic Automatic Transmission Fluid

### Product Description

Mobil Delvac 1 ATF is a fully synthetic fluid recommended by Allison Transmission, Inc. approved against the Allison TES-295 Specification. The fluid is designed to meet the demanding requirements of modern heavy duty automatic transmissions. The synthetic base oil composition enables excellent performance even in some of the harshest of operating conditions. It offers outstanding gear shifting and power transfer performance. Versus conventional ATF fluids, the inherently high viscosity index and stability of Mobil Delvac 1 ATF protects against thermal breakdown at high operating temperatures, while still providing outstanding performance at sub-zero temperatures.

### Features and Benefits

Mobil Delvac 1 ATF advanced technology has demonstrated extended drain, long-term friction retention, and low-temperature capability. Further, it improves overall transmission durability and cleanliness. Key features and benefits include

Features	Advantages and Potential Benefits
Enhanced, long-term frictional properties.	Helps improve overall and extends transmission efficiency, smooth shifting performance and fuel economy.
Exceptional thermal and oxidation stability.	Keeps transmissions clean to extend life and performance even under some of the harshest driving conditions.
Outstanding film-strength and anti-wear properties.	Significant wear reduction and long transmission life.
Excellent low-temperature fluidity.	Provides prompt and reliable lubrication at sub-zero ambient temperatures down to -54° C.
Exceptional shear stability.	Leads to viscosity retention even under the severest heavy duty, high temperature operating conditions.
Compatible with mineral ATF fluids	Reduced concern in top-off situations and excellent seal materials leakage control.

### Applications

Mobil Delvac 1 ATF is recommended by ExxonMobil for use in modern high performance trucks, buses, utility vehicles, haulers, vans and other equipment requiring Allison TES-295 or MB-Approval 236.91 performance levels.

### Specifications and Approvals

**This product has the following approvals:**

Allison TES-295

Allison TES-468

MB-Approval 236.91

VOITH TURBO DIWA Service Bulletin 013 -Extended Drain

VOITH TURBO DIWA Service Bulletin 118 - Extended Drain

VOITH TURBO H55.6336.xx

ZF TE-ML 04D

ZF TE-ML 14C

ZF TE-ML 16M

ZF TE-ML 20C

MAN 339 Typ V2

MAN 339 Typ Z12

MAN 339 Typ Z3

ZF TE-ML 16S

TE-ML 25C

## Properties and Specifications

Property	
Brookfield Viscosity @ -40 C, mPa.s, ASTM D2983	8400
Color, AMS 1771	Red
Density @ 15.6 C, g/ml, ASTM D4052	0.85
Flash Point, °C, ASTM D92	236
Kinematic Viscosity @ 100 C, mm <sup>2</sup> /s, ASTM D445	7.3
Kinematic Viscosity @ 40 C, mm <sup>2</sup> /s, ASTM D445	39
Pour Point, °C, ASTM D97	-54
Viscosity Index, ASTM D2270	168

## Health and safety

Health and Safety recommendations for this product can be found on the Material Safety Data Sheet (MSDS) @ <http://www.msds.exxonmobil.com/psims/psims.aspx>

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05-2021

Esso Petroleum Company limited

ExxonMobil House, Ermyn Way, Leatherhead, Surrey KT22 8UX