



**LEXINGTON**

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Procurement

Date of Issue: January 18, 2024

## INVITATION TO BID # 12-2024 Motor Oil 15W-40 Rebid

**Bid Opening Date:** February 1, 2024

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

**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 **2/01/2024**. 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, KY

<p style="text-align: center;"><b>Check One:</b></p> <p><input checked="" type="checkbox"/> Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p style="text-align: center;"><b>Proposed Delivery:</b></p> <p>3-4 business 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 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: Four O Corporation  
*Firm Name*

3015 Kustom Drive  
*Address*

Hebron, KY 41048  
*City, State & Zip*

**Bid must be signed:** *Anibal*  
*Signature of Authorized Company Representative – Title*

Anibal Hernandez  
*Representative's Name (Typed or printed)*

513-467-3114  
*Area Code - Phone – Extension*      *Fax #*

Anibal.Hernandez@RelaDyne.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, Anibal Hernandez, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Anibal Hernandez and he/she is the individual submitting the bid or is the authorized representative of Four O Corporation 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 Boone

The foregoing instrument was subscribed, sworn to and acknowledged before me by Anibal Hernandez on this the 31st day of January, 2024



My Commission expires: July 15, 2027

Karin M. Baker  
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

## **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)**
  - (XXX)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 quarter. 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

Four O Corporation  
Name of Business



## **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

02/01/2024  
Date

**WORKFORCE ANALYSIS FORM**

Name of Organization: Four O Corporation

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			1											4	1
Professionals		1														1	
Superintendents																	
Supervisors																	
Foremen																	
Technicians		1														1	
Protective Service																	
Para-Professionals																	
Office/Clerical		17	5	2	1									1	19	6	
Skilled Craft		35	2			7		1						1	43	2	
Service/Maintenance																	
<b>Total:</b>		58	7	2	2	7		1							68	9	

Prepared by: Anibal Hernandez (Inside Sales Representative) Date: 02 / 01 / 2024  
*(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 set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Procurement of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

## **Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS**

### **A. GENERAL**

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

### **B. PROCEDURES**

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

### **C. DEFINITIONS**

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. 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 MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
  - c. Attended LFUCG Procurement Economic Inclusion Outreach event
  - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.
- n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**Note: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.**





## MINORITY BUSINESS ENTERPRISE PROGRAM

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

**OUR MISSION:** The mission of the Minority Business Enterprise Program 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 city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

***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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

***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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Sheila Eagle	<a href="mailto:Sheila.Eagle@ky.gov">Sheila.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** Not Applicable

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE 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.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # Not Applicable

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE 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.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # Not Applicable

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 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. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE 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.					
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.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



# LEXINGTON

## MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # Not Applicable

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



# LEXINGTON

## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street/ Lexington, KY 40507.

Bid/RFP/Quote # **Not Applicable** \_\_\_\_\_

Total Contract Amount Awarded to Prime Contractor for this Project \_\_\_\_\_

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address: _____
Federal Tax ID:	Contact Person: _____

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

\_\_\_\_\_ 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 MWDBE firms and Veteran-Owned businesses to participate.

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_\_\_\_\_ Attended LFUCG Procurement Economic Inclusion Outreach event

\_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

\_\_\_\_\_ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

\_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

\_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

\_\_\_\_\_ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms and



Veteran-Owned businesses which 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.

\_\_\_\_\_ 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

\_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

\_\_\_\_\_ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**NOTE: Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

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.

Four O Corporation  
\_\_\_\_\_  
Company  
02/01/2024  
\_\_\_\_\_  
Date

Anibal Hernandez  
\_\_\_\_\_  
Company Representative  
Inside Sales Representative  
\_\_\_\_\_  
Title

**AMENDMENT 1 —  
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,  
INCLUDING THE AMERICAN RESCUE PLAN ACT**

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

**The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(I). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

  
\_\_\_\_\_  
Signature

02/01/2024  
\_\_\_\_\_  
Date

## 1.0 SCOPE OF BID

- 1.1 This specification describes the minimum requirements for Valvoline Premium Blue One Solution Gen 2 or other equivalents which may be accepted. A premium quality 15W-40 motor oil suitable for use in a mixed fleet of diesel engines and CNG engines.

## 2.0 REQUIREMENTS

- 2.1 Motor oils shall be premium quality, suitable for use in a mixed fleet of heavy duty diesel engines and CNG engines.
- 2.2 Product bid for 15W-40 must have an API Service Rating of CK-4, Cummins CES 20092, and appear on the Cummins approved motor oils<sup>1</sup>. **NO EXCEPTIONS.**
- 2.3 Product shall be virgin material, packaged, marketed, and labeled by the original manufacturer. No recycled, re-refined, rebranded or remarketed products will be accepted.
- 2.4 Successful bidder shall supply tank label as to product type, brand, weight, etc. SDS sheets shall also be supplied.

## 3.0 NOTES

- 3.1 LFUCG Fleet Service has two (2) 1000 gallon tank for 15W-40 motor oil. Bulk oil purchases are typically 750 gallons. Fleet Services and other divisions of government may require some product in one gallon and 55 gallon containers.
- 3.2 LFUCG Fleet Service estimates requiring approximately 5,000 gallons of oil (aggregate) per year, however the issuance of a price contract does not guarantee any quantity or amount nor does it obligate the LFUCG for any purchases.
- 3.3 In the interest of product availability, LFUCG reserves the right to issue price contracts to multiple bidders.
- 3.4 Periodic analysis shall be performed on product delivered in bulk form to insure conformity with the products requirements contained herein.

## 4.0 DELIVERY

- 4.1 Bid price shall include delivery to requesting division's location and/or tank. Majority of product will be in bulk and delivered to one thousand gallon tank located at the Division of Fleet Service facility located at 669 Byrd Thurman Dr. Lexington, Ky. 40510.

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<sup>1</sup> <https://macktrucks.vg-emedial.com/ProductDetail.aspx?ProductId=12068>

## 5.0 PRICING

Please log in to your lonwave account to submit pricing. Once you have completed and uploaded your bid package, you will need to click “yes” on the attributes tab. Please include the manufacturer/product description that you are supplying in the notes field.

1 gallon jug.....price per gallon

55 gallon drum.....price per gallon

Bulk purchase.....price per gallon





## Section 1 - PRODUCT AND COMPANY IDENTIFICATION

**Material Name**

Performance Plus 15W-40 NGP

**Part Number**

Prefix 22

**Synonyms**

Petroleum oil, lube oil, petroleum hydrocarbon, lubricant

**Product Use Recommended Use**

Natural gas Engine Oil. If this product is used in combination with other products, refer to the Safety Data Sheet for those products.

**Restrictions on Use**

None known.

**FOR PRODUCT MANUFACTURED IN THE U.S.A.:**

**MANUFACTURER**

Safety-Kleen Systems, Inc.  
42 Longwater Drive  
Norwell, MA 02061-9149  
U.S.A.

**SUPPLIER (in Canada)**

Safety-Kleen Canada, Inc.  
25 Regan Road  
Brampton, Ontario, L7A 1B2  
Canada

**FOR PRODUCT MANUFACTURED IN CANADA:**

**MANUFACTURER**

Safety-Kleen Canada Inc.  
25 Regan Road  
Brampton, Ontario, L7A 1B2  
Canada

**SUPPLIER (in the U.S.A.)**

Safety-Kleen Systems, Inc.  
42 Longwater Drive  
Norwell, MA 02061-9149  
U.S.A.

[www.safety-kleen.com](http://www.safety-kleen.com)

Phone: 1-800-669-5740

Emergency Phone #: 1-800-468-1760

**Issue Date**

June 30, 2020

**Supersedes Issue Date**

May 8, 2017

**Original Issue Date**

February 25, 2014

## Section 2 - HAZARDS IDENTIFICATION

**Classification in accordance with Schedule 1 of Canada's Hazardous Products Regulations (HPR) (SOR/2015-17) and paragraph (d) of 29 CFR 1910.1200 in the United States**

None needed according to classification criteria.

**GHS Label Elements**

**Symbol(s)**

None needed according to classification criteria.

**Signal Word**

None needed according to classification criteria

**Hazard Statement(s)**

None needed according to classification criteria.

**Precautionary Statement(s)**

**Prevention**

None needed according to classification criteria.

# Safety Data Sheet

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## Response

None needed according to classification criteria.

## Storage

None needed according to classification criteria.

## Disposal

Dispose of contents/container in accordance with local/regional/national/international regulations.

## Other hazards

Repeated exposure may cause skin dryness or cracking.

## Section 3 - COMPOSITION / INFORMATION ON INGREDIENTS

CAS	Component Name	Percent
64742-58-1	Lubricating oils, petroleum, hydrotreated spent	60-100
113706-15-3	Phosphorodithioic acid, mixed O,O-bis(sec-butyl and isooctyl) esters, zinc salts	0.1-1
68457-79-4	Phosphorodithioic acid, mixed O,O-bis(isobutyl and pentyl) esters, zinc salts	0.1-1

## Section 4 - FIRST AID MEASURES

### Inhalation

IF INHALED: Remove person to fresh air and keep comfortable for breathing. Get medical attention if needed.

### Skin

IF ON SKIN: Wash with plenty of soap and water. Get medical attention if needed.

### Eyes

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do. Continue rinsing. Get medical attention if needed.

### Ingestion

IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. Do NOT induce vomiting.

### Most Important Symptoms/Effects

#### Acute

No information on significant adverse effects.

#### Delayed

Repeated exposure may cause skin dryness or cracking.

### Indication of any immediate medical attention and special treatment needed

Treat symptomatically and supportively. Treatment may vary with condition of victim and specifics of incident. Call 1-800-468-1760 for additional information.

## Section 5 - FIRE FIGHTING MEASURES

### Extinguishing Media

#### Suitable Extinguishing Media

Carbon dioxide, regular foam, dry chemical, water spray, water fog. Water or foam may cause frothing.

#### Unsuitable Extinguishing Media

Do not use high-pressure water streams.

# Safety Data Sheet

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## Special Hazards Arising from the Chemical

Negligible fire hazard.

## Hazardous Combustion Products

Decomposition and combustion materials may be toxic. Burning may produce oxides of carbon, carbon monoxide, nitrogen oxides, sulfur oxides, oxides of phosphorus, aldehydes, ketones, hydrogen sulfide, metal oxides, oxides of zinc, unidentified organic compounds.

## Fire Fighting Measures

Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Stay away from the ends of tanks. Keep unnecessary people away, isolate hazard area, and deny entry.

## Special Protective Equipment and Precautions for Firefighters

A positive-pressure, self-contained breathing apparatus (SCBA) and full-body protective equipment are required for fire emergencies.

## Section 6 - ACCIDENTAL RELEASE MEASURES

### Personal Precautions, Protective Equipment and Emergency Procedures

Wear personal protective clothing and equipment, see Section 8.

### Methods and Materials for Containment and Cleaning Up

Remove all ignition sources. Stop leak if you can do it without risk. Do not touch or walk through spilled product. Isolate hazard area. Keep unnecessary and unprotected personnel from entering. Ventilate area and avoid breathing vapor or mist. Contain spill as a liquid for possible recovery, or sorb with compatible sorbent material and shovel with a clean, spark proof tool into a sealable container for disposal. Avoid release to the environment. Additionally, for large spills: Dike far ahead of liquid spill for collection and later disposal.

## Section 7 - HANDLING AND STORAGE

### Precautions for Safe Handling

Keep away from sparks or flame. Where flammable mixtures may be present, equipment safe for such locations should be used. Use clean tools. When transferring large volumes of product, metal containers, including trucks and tank cars, should be grounded and bonded. This product has a low vapor pressure and is not expected to present an inhalation hazard under normal temperatures and pressures. However, when aerosolizing, misting, or heating this product, do not breathe vapor or mist. Wash thoroughly after handling. Wear protective gloves. Use in a well ventilated area. Avoid contact with eyes, skin, clothing, shoes. There may be specific federal regulatory reporting requirements associated with spills, leaks, or releases of this product. Also see SECTION 15: REGULATORY INFORMATION.

### Conditions for Safe Storage, Including any Incompatibilities

None needed according to classification criteria.

Keep container tightly closed when not in use and during transport. Store containers in a cool, dry place. Store locked up. Do not pressurize, cut, weld, braze, solder, drill, or grind containers. Keep containers away from flame, sparks, static electricity, or other sources of ignition. Empty product containers may retain product residue and can be dangerous.

### Incompatible Materials

Oxidizing agents.

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## Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

### Component Exposure Limits

Canada, ACGIH, OSHA, and NIOSH have not developed exposure limits for any of this product's components.

### ACGIH - Threshold Limit Values - Biological Exposure Indices (BEI)

There are no biological limit values for any of this product's components.

### Engineering Controls

Provide general ventilation. Where adequate general ventilation is unavailable, use process enclosures, local exhaust ventilation, or other engineering controls.

### Individual Protection Measures, such as Personal Protective Equipment

#### Eye/face protection

Wear safety glasses. Additional protection like goggles, face shields, or respirators may be needed dependent upon anticipated use and concentrations of mists or vapors. Eye wash fountain and emergency showers are recommended. Contact lens use is not recommended.

#### Respiratory Protection

A respiratory protection program which meets USA's OSHA General Industry Standard 29 CFR 1910.134 or Canada's CSA Standard Z94.4-M1982 requirements must be followed whenever workplace conditions warrant a respirator's use. Consult a qualified Industrial Hygienist or Safety Professional for respirator selection guidance.

#### Skin Protection/Glove Recommendations

Where skin contact is likely, wear gloves impervious to product; use of natural rubber (latex) or equivalent gloves is not recommended. To avoid prolonged or repeated contact where spills and splashes are likely, wear appropriate chemical-resistant face shield, boots, apron, whole body suits or other protective clothing. When product is heated and skin contact is likely, wear heat-resistant gloves, boots, and other protective clothing.

#### Protective Materials

Personal protective equipment should be selected based upon the conditions under which this material is used. A hazard assessment of the work area for PPE requirements should be conducted by a qualified professional pursuant to regulatory requirements. The following PPE should be considered the minimum required: Safety glasses, Gloves, and Lab coat or apron.

## Section 9 - PHYSICAL AND CHEMICAL PROPERTIES

<b>Appearance</b>	Amber liquid	<b>Physical State</b>	Liquid
<b>Odor</b>	Petroleum	<b>Color</b>	Amber
<b>Odor Threshold</b>	Not available	<b>pH</b>	Not available
<b>Melting Point</b>	Not available	<b>Boiling Point</b>	246 °C (475 °F Minimum )
<b>Boiling Point Range</b>	Not available	<b>Freezing point</b>	Not available
<b>Evaporation Rate</b>	Not available	<b>Flammability (solid, gas)</b>	Not available
<b>Autoignition Temperature</b>	Not available	<b>Flash Point</b>	Not available.
<b>Lower Explosive Limit</b>	Not available	<b>Decomposition temperature</b>	Not available
<b>Upper Explosive Limit</b>	Not available	<b>Vapor Pressure</b>	<0.1 mmHg @ 68°F °C (20 °C )

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<b>Vapor Density (air=1)</b>	Not available	<b>Specific Gravity (water=1)</b>	~0.87
<b>Water Solubility</b>	(Insoluble )	<b>Partition coefficient: n-octanol/water</b>	Not available
<b>Viscosity</b>	>20.5 mm <sup>2</sup> /s 40 °C (104 °F )	<b>Kinematic viscosity</b>	Not available
<b>Solubility (Other)</b>	Not available	<b>Density</b>	7.3 lb/gal (US Approximate )
<b>Pour Point</b>	-9 °C (16 °F Maximum )	<b>Molecular Weight</b>	Not available
<b>Volatile Organic Compounds (As Regulated)</b>	Negligible, as per 40 CFR 51.100(s)		

## Section 10 - STABILITY AND REACTIVITY

### Reactivity

No reactivity hazard is expected.

### Chemical Stability

Stable under normal temperatures and pressures.

### Possibility of Hazardous Reactions

Polymerization is not known to occur under normal temperature and pressures. Not reactive with water.

### Conditions to Avoid

Avoid sparks or flame and incompatible materials.

### Incompatible Materials

Oxidizing agents.

### Hazardous decomposition products

None under normal temperatures and pressures. See also SECTION 5: HAZARDOUS COMBUSTION PRODUCTS.

## Section 11 - TOXICOLOGICAL INFORMATION

### Information on Likely Routes of Exposure

#### Inhalation

No information on significant adverse effects.

#### Skin Contact

Prolonged or repeated skin contact may cause skin dryness or cracking.

#### Eye Contact

No information on significant adverse effects.

#### Ingestion

May be harmful if swallowed.

### Acute and Chronic Toxicity

#### Component Analysis - LD50/LC50

The components of this material have been reviewed in various sources and the following selected endpoints are published:

#### Lubricating oils, petroleum, hydrotreated spent (64742-58-1)

Oral LD50 Rat >2000 mg/kg Dermal LD50 Rabbit >4480 mg/kg; Inhalation LC50 Rat 2062 ppm 4 h (related to Paraffin oils)

#### Phosphorodithioic acid, mixed O,O-bis(isobutyl and pentyl) esters, zinc salts (68457-79-4)

Oral LD50 Rat 3600 mg/kg; Dermal LD50 Rabbit >20000 mg/kg (no deaths occurred )

# Safety Data Sheet

Material Name: Performance Plus 15W-40 NGP

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## Product Toxicity Data

### Acute Toxicity Estimate

Dermal	> 2000 mg/kg
Oral	> 2000 mg/kg

### Immediate Effects

No information on significant adverse effects.

### Delayed Effects

No information on significant adverse effects.

### Irritation/Corrosivity Data

May cause slight skin and respiratory irritation.

### Respiratory Sensitization

Based on best current information, there is no known human sensitization associated with this product.

### Dermal Sensitization

No information available.

### Component Carcinogenicity

None of this product's components are listed by ACGIH, IARC, NTP, DFG or OSHA

### Germ Cell Mutagenicity

Experimental evidence suggests that this product does not cause mutagenesis.

### Tumorigenic Data

No information is available for the product.

### Reproductive Toxicity

Based on best current information, there is no known reproductive toxicity associated with this product.

### Specific Target Organ Toxicity - Single Exposure

No target organs identified.

### Specific Target Organ Toxicity - Repeated Exposure

No target organs identified.

### Aspiration hazard

Not expected to be an aspiration hazard.

### Medical Conditions Aggravated by Exposure

Individuals with pre-existing respiratory tract (nose, throat, and lungs), eye, and/or skin disorders may have increased susceptibility to the effects of exposure.

### Additional Data

No additional information is available.

## Section 12 - ECOLOGICAL INFORMATION

### Ecotoxicity

Harmful to aquatic life with long lasting effects.

### Component Analysis - Aquatic Toxicity

<b>Phosphorodithioic acid, mixed O,O-bis(isobutyl and pentyl) esters, zinc salts</b>	<b>68457-79-4</b>
Fish:	LC50 96 h Pimephales promelas >100 mg/L [semi-static]; LC50 96 h Pimephales promelas 25 - 50 mg/L [static]
Algae:	EC50 96 h Pseudokirchneriella subcapitata 1 - 5 mg/L IUCLID
Invertebrate:	EC50 48 h Daphnia magna 4 - 6 mg/L IUCLID

# Safety Data Sheet

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## Persistence and Degradability

No information available for the product.

## Bioaccumulative Potential

No information available for the product.

## Mobility

No information available for the product.

## Other Toxicity

No additional information is available.

## Section 13 - DISPOSAL CONSIDERATIONS

### Disposal Methods

Dispose in accordance with federal, state, provincial, and local regulations. Regulations may also apply to empty containers. The responsibility for proper waste disposal lies with the owner of the waste. This product, if discarded, is not expected to be a characteristic or listed hazardous waste. Processing, use, or contamination by the user may change the waste code(s) applicable to the disposal of this product. Contact Safety-Kleen regarding proper recycling or disposal.

## Section 14 - TRANSPORT INFORMATION

**US DOT Information:** Not regulated for transport.

**IATA Information:** Not regulated for transport.

**IMDG Information:** Not regulated for transport.

**TDG Information:** Not regulated for transport.

### International Bulk Chemical Code

This material does not contain any chemicals required by the IBC Code to be identified as dangerous chemicals in bulk.

## Section 15 - REGULATORY INFORMATION

### Canada Regulations

#### CEPA - Priority Substances List

None of this product's components are on the list.

#### Ozone Depleting Substances

None of this product's components are on the list.

#### Council of Ministers of the Environment - Soil Quality Guidelines

None of this product's components are on the list.

#### Council of Ministers of the Environment - Water Quality Guidelines

None of this product's components are on the list.

### U.S. Federal Regulations

None of this product's components are listed under SARA Sections 302/304 (40 CFR 355 Appendix A), SARA Section 313 (40 CFR 372.65), CERCLA (40 CFR 302.4), TSCA 12(b), or require an OSHA process safety plan.

### SARA Section 311/312 (40 CFR 370 Subparts B and C) reporting categories:

Carcinogenicity; Acute toxicity; Serious Eye Damage/Eye Irritation; Specific Target Organ Toxicity; Aspiration Hazard; Germ Cell Mutagenicity

### Component Analysis - Inventory

#### Lubricating oils, petroleum, hydrotreated spent (64742-58-1)

US	CA	AU	CN	EU	JP - ENCS	JP - ISHL	KR KECI - Annex 1	KR KECI - Annex 2
Yes	DSL	Yes	Yes	EIN	No	No	Yes	No

# Safety Data Sheet

**Material Name: Performance Plus 15W-40 NGP**

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KR - REACH CCA	MX	NZ	PH	TH-TECI	TW	VN (Draft)
No	Yes	Yes	Yes	No	Yes	No

**Phosphorodithioic acid, mixed O,O-bis(sec-butyl and isooctyl) esters, zinc salts (113706-15-3)**

US	CA	AU	CN	EU	JP - ENCS	JP - ISHL	KR KECI - Annex 1	KR KECI - Annex 2
Yes	DSL	Yes	Yes	No	Yes	Yes	No	No
KR - REACH CCA		MX	NZ	PH	TH-TECI	TW	VN (Draft)	
No		No	Yes	No	No	Yes	Yes	

**Phosphorodithioic acid, mixed O,O-bis(isobutyl and pentyl) esters, zinc salts (68457-79-4)**

US	CA	AU	CN	EU	JP - ENCS	JP - ISHL	KR KECI - Annex 1	KR KECI - Annex 2
Yes	DSL	Yes	Yes	EIN	Yes	Yes	Yes	No
KR - REACH CCA		MX	NZ	PH	TH-TECI	TW	VN (Draft)	
No		Yes	Yes	Yes	Yes	Yes	Yes	

**Section 16 - OTHER INFORMATION**

**NFPA Ratings**

Health: 1 Fire: 1 Instability: 0

Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe

**Summary of Changes**

Regulatory review and update.

**Key / Legend**

ACGIH - American Conference of Governmental Industrial Hygienists; ADR - European Road Transport; AU - Australia; BOD - Biochemical Oxygen Demand; C - Celsius; CA - Canada; CA/MA/MN/NJ/PA - California/Massachusetts/Minnesota/New Jersey/Pennsylvania\*; CAS - Chemical Abstracts Service; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CFR - Code of Federal Regulations (US); CLP - Classification, Labelling, and Packaging; CN - China; CPR - Controlled Products Regulations; DFG - Deutsche Forschungsgemeinschaft; DOT - Department of Transportation; DSD - Dangerous Substance Directive; DSL - Domestic Substances List; EC - European Commission; EEC - European Economic Community; EIN - European Inventory of (Existing Commercial Chemical Substances); EINECS - European Inventory of Existing Commercial Chemical Substances; ENCS - Japan Existing and New Chemical Substance Inventory; EPA - Environmental Protection Agency; EU - European Union; F - Fahrenheit; F - Background (for Venezuela Biological Exposure Indices); IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; ICAO - International Civil Aviation Organization; IDL - Ingredient Disclosure List; IDLH - Immediately Dangerous to Life and Health; IMDG - International Maritime Dangerous Goods; ISHL - Japan Industrial Safety and Health Law; IUCLID - International Uniform Chemical Information Database; JP - Japan; Kow - Octanol/water partition



## Safety Data Sheet

**Material Name: Performance Plus 15W-40 NGP**

**SDS ID: 820170**

coefficient; KR KECI Annex 1 - Korea Existing Chemicals Inventory (KECI) / Korea Existing Chemicals List (KECL); KR KECI Annex 2 - Korea Existing Chemicals Inventory (KECI) / Korea Existing Chemicals List (KECL) , KR - Korea; LD50/LC50 - Lethal Dose/ Lethal Concentration; KR REACH CCA - Korea Registration and Evaluation of Chemical Substances Chemical Control Act; LEL - Lower Explosive Limit; LLV - Level Limit Value; LOLI - List Of LIsts™ - ChemADVISOR's Regulatory Database; MAK - Maximum Concentration Value in the Workplace; MEL - Maximum Exposure Limits; MX – Mexico; Ne- Non-specific; NFPA - National Fire Protection Agency; NIOSH - National Institute for Occupational Safety and Health; NJTSR - New Jersey Trade Secret Registry; Nq - Non-quantitative; NSL – Non-Domestic Substance List (Canada); NTP - National Toxicology Program; NZ - New Zealand; OSHA - Occupational Safety and Health Administration; PEL- Permissible Exposure Limit; PH - Philippines; RCRA - Resource Conservation and Recovery Act; REACH- Registration, Evaluation, Authorisation, and restriction of Chemicals; RID - European Rail Transport; SARA - Superfund Amendments and Reauthorization Act; Sc - Semi-quantitative; STEL - Short-term Exposure Limit; TCCA – Korea Toxic Chemicals Control Act; TDG - Transportation of Dangerous Goods; TH-TECI - Thailand - FDA Existing Chemicals Inventory (TECI); TLV - Threshold Limit Value; TSCA - Toxic Substances Control Act; TW – Taiwan; TWA - Time Weighted Average; UEL - Upper Explosive Limit; UN/NA - United Nations /North American; US - United States; VLE - Exposure Limit Value (Mexico); VN (Draft) - Vietnam (Draft); WHMIS - Workplace Hazardous Materials Information System (Canada).

### **Other Information**

#### **Disclaimer:**

User assumes all risks incident to the use of this product. To the best of our knowledge, the information contained herein is accurate. However, Safety-Kleen assumes no liability whatsoever for the accuracy or completeness of the information contained herein. No representations or warranties, either expressed or implied, of merchantability, fitness for a particular purpose or of any other nature are made hereunder with respect to the information or the product to which the information refers. The data contained on this sheet apply to the product as supplied to the user.



**PERFORMANCE PLUS OILS AND LUBRICANTS**  
PERFORMANCE UNDER THE MOST EXTREME CONDITIONS



AUTOMOTIVE ENGINE | AUTOMOTIVE DRIVELINE | HEAVY DUTY ENGINE | HEAVY DUTY DRIVELINE | HYDRAULIC | GEAR OILS | GREASES | INDUSTRIAL LUBRICANTS | ANTIFREEZE

## HEAVY DUTY NATURAL GAS ENGINE OIL

**Performance Plus® Heavy Duty Natural Gas Engine Oil** is formulated using high-quality, superior base oil and advanced, performance additives designed to provide excellent oxidation and thermal stability to withstand pressure under the most severe operating conditions (low and high temperatures). It is recommended for use in Compressed Natural Gas (CNG) or Liquefied Natural Gas (LNG) trucks and buses demanding reliable protection, sludge and deposit control, engine cleanliness, and it is approved and licensed to meet or exceed the latest Cummins CES 20074 specification. Performance and Protection are the foundation of all Performance Plus products which is why they are designed to maintain power, perform, and protect engines in harsh driving conditions.

PERFORMANCE PLUS PROPERTIES	
SAE Viscosity Grade	15W-40
Kinematic Viscosity	
cSt @ 40°C	114.5
cSt @ 100°C	15.9
Viscosity Index	148
CCS Viscosity	
cP @ -20°C	4,700
MRV Viscosity	
cP @ -25°C	14,900
TBN	5.9
Evaporative Loss, NOACK, wt%	6
Specific Gravity 15.6°C (60°F)	0.861
Flash Point, °C (°F)	240 (464)
Pour Point, °C (°F)	-39 (-38)
Color (ASTM)	L 3.0
Sulfated Ash, wt%	0.59

### Approvals and Specifications

Performance Plus® Heavy Duty Natural Gas Engine Oil has been formally approved to meet the following specifications:

Cummins CES 20074

Since Performance Plus Heavy Duty Natural Gas Engine Oils meet the latest stringent requirements of leading automobile manufacturers, they are suitable for the following OEMs (where applicable\*\*):

Detroit Diesel	Navistar
Blue Bird	MAN
Thomas	Scania
Collins	Hyundai
Starcraft	Iveco
Hino	Isuzu
Crown	Mercedes-Benz
Liberty	Volvo
Daimler	Renault
Caterpillar	John Deere
Komatsu	Toyota
Mitsubishi	Hitachi
Terex	Liebherr

Note: Values shown above are representative of current production and may vary within modest ranges

\*\*Information regarding recommended maintenance and equipment operating conditions can be found by referencing Original Equipment Manufacturer's (OEM) owner's manual and recommended lubricant grades.

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**PERFORMANCE PLUS OILS AND LUBRICANTS**  
PERFORMANCE UNDER THE MOST EXTREME CONDITIONS



AUTOMOTIVE ENGINE | AUTOMOTIVE DRIVELINE | HEAVY DUTY ENGINE | HEAVY DUTY DRIVELINE | HYDRAULIC | GEAR OILS | GREASES | INDUSTRIAL LUBRICANTS | ANTIFREEZE

## HEAVY DUTY NATURAL GAS ENGINE OIL

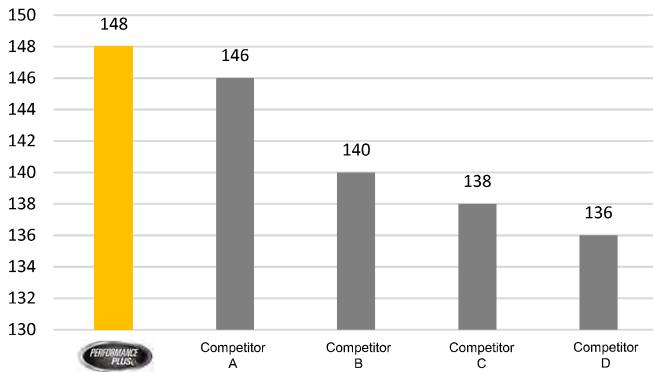
**Features and Benefits:** Today's fleets (buses and trucks) demand performance, protection and power and Performance Plus Heavy Duty Natural Gas Engine Oil is designed to meet or exceed these demands. Tested, proven, and trusted quality are why those demanding the best turn to Performance Plus. In addition to performance and protection, Performance Plus Heavy Duty Natural Gas Engine Oil offers:

- Superior performance over a wide temperature range
- Excellent anti-wear characteristics
- Provides protection at low start up conditions
- Thermally stable with low ash percentage
- Formulated to resist corrosion over long service intervals

- Extending service life in extreme conditions
- Preventing undue wear and scuffing of pistons and liners
- Eliminating undue wear at cold engine start
- Performing at high engine temperatures and RPMs
- Protecting key engine components and prolonging life

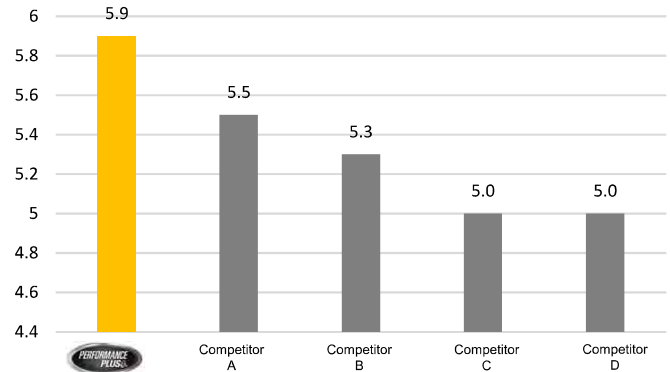
**Proven and Trusted:** The foundation of all Performance Plus products is the tested, proven and trusted base oil which exceeds the performance of many of the major oil refiners. Our finished lubricants start at a higher level than the competition due to our formulated blend of high quality base oils and additives.

**Viscosity Index**



Performance Plus® has a superior Viscosity Index, enhancing performance over a wider temperature range than the leading competitors, protecting engines from wear at extreme high and low temperature environments.

**Total Base Number**



Performance Plus® contains state of the art additives, with industry leading technology. The superior Total Base Number of Performance Plus® indicates a greater corrosion protection over time extending the life of engine components.

**Health and Safety:** Information detailing health and safety can be found in the corresponding Safety Data Sheet on the Performance Plus website. Performance Plus products contain petroleum distillates and are not likely to pose any significant health or safety hazards. Gloves should be used to avoid any contact - should there be contact with skin, washing with soap and water is advised. If ingested, call a poison center or doctor - do not induce vomiting.

**Storage:** Performance Plus products should not be stored where the temperatures are above 140° F (60° C) or near sparks and flames. Products should be stored under cover and away from the reach of children. In case where drums cannot be under cover, they should be laid horizontally to avoid any potential contaminants.

**Disposal:** All efforts should be made to protect the environment. Please properly dispose of used motor oil and lubricants. Should you need any assistance please contact your sales representative for information on how Safety-Kleen's used motor oil collection services.

For additional questions, please contact your Performance Plus® Products Sales Representative.

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# Safety Data Sheet



## SECTION 1 PRODUCT AND COMPANY IDENTIFICATION

### Delo 600 ADF 15W-40

**Product Use:** Heavy Duty Motor Oil  
**Product Number(s):** 257009, 257014  
**Synonyms:** Delo 600 ADF 15W-40 ISOCLEAN Certified

#### Company Identification

Chevron Products Company  
a division of Chevron U.S.A. Inc.  
6001 Bollinger Canyon Rd.  
San Ramon, CA 94583  
United States of America  
www.chevronlubricants.com

#### Transportation Emergency Response

CHEMTREC: (800) 424-9300 or (703) 527-3887

#### Health Emergency

Chevron Emergency & Information Center: Located in the USA. International collect calls accepted. (800) 231-0623 or (510) 231-0623

#### Product Information

email : lubemsds@chevron.com  
Product Information: 1 (800) 582-3835, LUBETEK@chevron.com

## SECTION 2 HAZARDS IDENTIFICATION

#### CLASSIFICATION:

Not classified as hazardous according to 29 CFR 1910.1200 (2012).

**HAZARDS NOT OTHERWISE CLASSIFIED:** Not Applicable

## SECTION 3 COMPOSITION/ INFORMATION ON INGREDIENTS

COMPONENTS	CAS NUMBER	AMOUNT
Distillates, hydrotreated heavy paraffinic	64742-54-7	30 - 75 %weight
Lubricating oils, petroleum, C20-50, hydrotreated neutral oil-based	72623-87-1	0 - 45 %weight
Highly refined mineral oil (C15 - C50)	Mixture	10 - 15 %weight

## SECTION 4 FIRST AID MEASURES

#### Description of first aid measures

**Eye:** No specific first aid measures are required. As a precaution, remove contact lenses, if worn, and flush eyes with water.

**Skin:** No specific first aid measures are required. As a precaution, remove clothing and shoes if contaminated. To remove the material from skin, use soap and water. Discard contaminated clothing and shoes or thoroughly clean before reuse.

**Ingestion:** No specific first aid measures are required. Do not induce vomiting. As a precaution, get medical advice.

**Inhalation:** No specific first aid measures are required. If exposed to excessive levels of material in the air, move the exposed person to fresh air. Get medical attention if coughing or respiratory discomfort occurs.

#### **Most important symptoms and effects, both acute and delayed**

#### **IMMEDIATE HEALTH EFFECTS**

**Eye:** Not expected to cause prolonged or significant eye irritation.

**Skin:** Contact with the skin is not expected to cause prolonged or significant irritation. Contact with the skin is not expected to cause an allergic skin response. Not expected to be harmful to internal organs if absorbed through the skin.

**Ingestion:** Not expected to be harmful if swallowed.

**Inhalation:** Not expected to be harmful if inhaled. Contains a petroleum-based mineral oil. May cause respiratory irritation or other pulmonary effects following prolonged or repeated inhalation of oil mist at airborne levels above the recommended mineral oil mist exposure limit. Symptoms of respiratory irritation may include coughing and difficulty breathing.

**DELAYED OR OTHER HEALTH EFFECTS:** Not classified

**Indication of any immediate medical attention and special treatment needed** Not Applicable

### **SECTION 5 FIRE FIGHTING MEASURES**

**EXTINGUISHING MEDIA:** Use water fog, foam, dry chemical or carbon dioxide (CO<sub>2</sub>) to extinguish flames.

#### **PROTECTION OF FIRE FIGHTERS:**

**Fire Fighting Instructions:** This material will burn although it is not easily ignited. See Section 7 for proper handling and storage. For fires involving this material, do not enter any enclosed or confined fire space without proper protective equipment, including self-contained breathing apparatus.

**Combustion Products:** Highly dependent on combustion conditions. A complex mixture of airborne solids, liquids, and gases including carbon monoxide, carbon dioxide, and unidentified organic compounds will be evolved when this material undergoes combustion. Combustion may form oxides of: Nitrogen, Sulfur, Boron, Molybdenum.

### **SECTION 6 ACCIDENTAL RELEASE MEASURES**

**Protective Measures:** Eliminate all sources of ignition in vicinity of spilled material.

**Spill Management:** Stop the source of the release if you can do it without risk. Contain release to prevent further contamination of soil, surface water or groundwater. Clean up spill as soon as possible, observing precautions in Exposure Controls/Personal Protection. Use appropriate techniques such as applying non-combustible absorbent materials or pumping. Where feasible and appropriate, remove contaminated soil. Place contaminated materials in disposable containers and dispose of in a manner consistent with applicable regulations.

**Reporting:** Report spills to local authorities and/or the U.S. Coast Guard's National Response Center at (800) 424-8802 as appropriate or required.

### **SECTION 7 HANDLING AND STORAGE**

**General Handling Information:** Avoid contaminating soil or releasing this material into sewage and

drainage systems and bodies of water.

**Precautionary Measures:** Keep out of the reach of children.

**Static Hazard:** Electrostatic charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding may be necessary but may not, by themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures.

**Container Warnings:** Container is not designed to contain pressure. Do not use pressure to empty container or it may rupture with explosive force. Empty containers retain product residue (solid, liquid, and/or vapor) and can be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, static electricity, or other sources of ignition. They may explode and cause injury or death. Empty containers should be completely drained, properly closed, and promptly returned to a drum reconditioner or disposed of properly.

## SECTION 8 EXPOSURE CONTROLS/PERSONAL PROTECTION

### GENERAL CONSIDERATIONS:

Consider the potential hazards of this material (see Section 2), applicable exposure limits, job activities, and other substances in the workplace when designing engineering controls and selecting personal protective equipment (PPE). If engineering controls or work practices are not adequate to prevent exposure to harmful levels of this material, refer to PPE information below.

Factors that affect PPE include, but are not limited to: properties of the chemical, other chemicals which may contact the same PPE, physical requirements (fit & sizing, cut/puncture protection, dexterity, thermal protection, etc.), and potential allergic reactions to the PPE material. It is the responsibility of the user to read and understand all instructions and limitations supplied with the equipment since protection is usually provided for a limited time or under certain circumstances. Refer to appropriate CEN standards.

### ENGINEERING CONTROLS:

Use in a well-ventilated area.

### PERSONAL PROTECTIVE EQUIPMENT

**Eye/Face Protection:** Wear protective equipment to prevent eye contact. Selection of protective equipment may include safety glasses, chemical goggles, face shields, or a combination depending on the work operations conducted.

**Skin Protection:** Wear chemical personal protective equipment (PPE) to prevent skin contact. Selection of chemical protective clothing should be performed by an Occupational Hygienist or Safety Professional and be based upon applicable standards (ASTM F739 or EN 374). Using chemical PPE depends upon operations conducted and may include chemical gloves, boots, chemical apron, chemical suit, and complete facial protection. Refer to PPE manufacturers to obtain breakthrough time information to determine how long PPE can be used before it needs to be replaced. Unless specific glove manufacturer data indicates otherwise, the below table is based upon available industry data to assist in the glove selection process and is intended to be used as reference only.

Chemical Glove Material	Thickness (mm)	Typical Breakthrough Time (minutes)
Butyl	0.7	120
Nitrile	0.8	240
Viton Butyl	0.3	240

**Respiratory Protection:** No respiratory protection is normally required.

If user operations generate an oil mist, determine if airborne concentrations are below the occupational exposure limit for mineral oil mist. If not, wear an approved respirator that provides adequate protection

from the measured concentrations of this material. For air-purifying respirators use a particulate cartridge.

Use a positive pressure air-supplying respirator in circumstances where air-purifying respirators may not provide adequate protection.

**Occupational Exposure Limits:**

Component	Agency	Form	TWA	STEL	Ceiling	Notation
Distillates, hydrotreated heavy paraffinic	ACGIH	Inhalable fraction	5 mg/m3	--	--	--
Distillates, hydrotreated heavy paraffinic	ACGIH	--	5 mg/m3	10 mg/m3	--	--
Distillates, hydrotreated heavy paraffinic	OSHA Z-1	--	5 mg/m3	--	--	--
Lubricating oils, petroleum, C20-50, hydrotreated neutral oil-based	ACGIH	Inhalable fraction	5 mg/m3	--	--	--
Highly refined mineral oil (C15 - C50)	ACGIH	--	5 mg/m3	10 mg/m3	--	--
Highly refined mineral oil (C15 - C50)	OSHA Z-1	--	5 mg/m3	--	--	--

Consult local authorities for appropriate values.

**SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES**

**Attention: the data below are typical values and do not constitute a specification.**

**Color:** Amber

**Physical State:** Liquid

**Odor:** Petroleum odor

**Odor Threshold:** No data available

**pH:** Not Applicable

**Vapor Pressure:** No data available

**Vapor Density (Air = 1):** No data available

**Initial Boiling Point:** No data available

**Solubility:** Soluble in hydrocarbons; insoluble in water

**Freezing Point:** No data available

**Melting Point:** No data available

**Density:** 0.868 kg/l @ 15°C (59°F) (Typical)

**Viscosity:** 111.50 mm<sup>2</sup>/s @ 40°C (104°F) (Typical)

**Coefficient of Therm. Expansion / °F:** No data available

**Evaporation Rate:** No data available

**Decomposition temperature:** No data available

**Octanol/Water Partition Coefficient:** No data available

**FLAMMABLE PROPERTIES:**

**Flammability (solid, gas):** Not Applicable

**Flashpoint:** (Cleveland Open Cup) 204 °C (399 °F) (Minimum)

**Autoignition:** No data available

**Flammability (Explosive) Limits (% by volume in air):** Lower: Not Applicable Upper: Not Applicable

**SECTION 10 STABILITY AND REACTIVITY**

**Reactivity:** May react with strong acids or strong oxidizing agents, such as chlorates, nitrates,

peroxides, etc.

**Chemical Stability:** This material is considered stable under normal ambient and anticipated storage and handling conditions of temperature and pressure.

**Incompatibility With Other Materials:** Not applicable

**Hazardous Decomposition Products:** None known (None expected)

**Hazardous Polymerization:** Hazardous polymerization will not occur.

## SECTION 11 TOXICOLOGICAL INFORMATION

### Information on toxicological effects

**Serious Eye Damage/Irritation:** The material is not considered an eye irritant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

**Skin Corrosion/Irritation:** The material is not considered a skin irritant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

**Skin Sensitization:** The material is not considered a skin sensitizer. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

**Acute Dermal Toxicity:** The material is not considered a dermal toxicant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

**Acute Oral Toxicity:** The material is not considered an oral toxicant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

**Acute Inhalation Toxicity:** The material is not considered an inhalation toxicant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

**Acute Toxicity Estimate:** Not Determined

**Germ Cell Mutagenicity:** The material is not considered a mutagen. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

**Carcinogenicity:** The material is not considered a carcinogen. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

**Reproductive Toxicity:** The material is not considered a reproductive toxicant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

**Specific Target Organ Toxicity - Single Exposure:** The material is not considered a target organ toxicant (single exposure). The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

**Specific Target Organ Toxicity - Repeated Exposure:** The material is not considered a target organ toxicant (repeated exposure). The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

**Aspiration Hazard:** The material is not considered an aspiration hazard.

### ADDITIONAL TOXICOLOGY INFORMATION:

During use in engines, contamination of oil with low levels of cancer-causing combustion products occurs. Used motor oils have been shown to cause skin cancer in mice following repeated application and continuous exposure. Brief or intermittent skin contact with used motor oil is not expected to have serious effects in humans if the oil is thoroughly removed by washing with soap and water.

This product contains petroleum base oils which may be refined by various processes including severe solvent extraction, severe hydrocracking, or severe hydrotreating. None of the oils requires a cancer warning under the OSHA Hazard Communication Standard (29 CFR 1910.1200). These oils have not been listed in the National Toxicology Program (NTP) Annual Report nor have they been classified by the



International Agency for Research on Cancer (IARC) as; carcinogenic to humans (Group 1), probably carcinogenic to humans (Group 2A), or possibly carcinogenic to humans (Group 2B).

These oils have not been classified by the American Conference of Governmental Industrial Hygienists (ACGIH) as: confirmed human carcinogen (A1), suspected human carcinogen (A2), or confirmed animal carcinogen with unknown relevance to humans (A3).

## SECTION 12 ECOLOGICAL INFORMATION

### ECOTOXICITY

This material is not expected to be harmful to aquatic organisms.

The product has not been tested. The statement has been derived from the properties of the individual components.

### MOBILITY

No data available.

### PERSISTENCE AND DEGRADABILITY

This material is not expected to be readily biodegradable. The product has not been tested. The statement has been derived from the properties of the individual components.

### POTENTIAL TO BIOACCUMULATE

Bioconcentration Factor: No data available.

Octanol/Water Partition Coefficient: No data available

## SECTION 13 DISPOSAL CONSIDERATIONS

Use material for its intended purpose or recycle if possible. Oil collection services are available for used oil recycling or disposal. Place contaminated materials in containers and dispose of in a manner consistent with applicable regulations. Contact your sales representative or local environmental or health authorities for approved disposal or recycling methods.

## SECTION 14 TRANSPORT INFORMATION

The description shown may not apply to all shipping situations. Consult 49CFR, or appropriate Dangerous Goods Regulations, for additional description requirements (e.g., technical name) and mode-specific or quantity-specific shipping requirements.

**DOT Shipping Description:** NOT REGULATED AS HAZARDOUS MATERIAL UNDER 49 CFR

**IMO/IMDG Shipping Description:** NOT REGULATED AS DANGEROUS GOODS FOR TRANSPORT UNDER THE IMDG CODE

**ICAO/IATA Shipping Description:** NOT REGULATED AS DANGEROUS GOODS FOR TRANSPORT UNDER ICAO

**Transport in bulk according to Annex II of MARPOL 73/78 and the IBC code:**  
Not applicable

## SECTION 15 REGULATORY INFORMATION

**EPCRA 311/312 CATEGORIES:** Not applicable

### REGULATORY LISTS SEARCHED:

01-1=IARC Group 1

05=MA RTK

01-2A=IARC Group 2A	06=NJ RTK
01-2B=IARC Group 2B	07=PA RTK
02=NTP Carcinogen	08-1=TSCA 5(e)
03=EPCRA 313	08-2=TSCA 12(b)
04=CA Proposition 65	

The following components of this material are found on the regulatory lists indicated.  
 Distillates, hydrotreated heavy paraffinic 05, 07

**CHEMICAL INVENTORIES:**

All components comply with the following chemical inventory requirements: AIIIC (Australia), DSL (Canada), ENCS (Japan), KECI (Korea), NZIoC (New Zealand), PICCS (Philippines), TCSI (Taiwan), TSCA (United States).

One or more components is listed on ELINCS (European Union). All other components are listed or exempted from listing on EINECS.

**NEW JERSEY RTK CLASSIFICATION:**

Under the New Jersey Right-to-Know Act L. 1983 Chapter 315 N.J.S.A. 34:5A-1 et. seq., the product is to be identified as follows: PETROLEUM OIL (Motor oil)

<b>SECTION 16 OTHER INFORMATION</b>
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**NFPA RATINGS:** Health: 0 Flammability: 1 Reactivity: 0

**HMIS RATINGS:** Health: 0 Flammability: 1 Reactivity: 0  
 (0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme, PPE:- Personal Protection Equipment Index recommendation, \*- Chronic Effect Indicator). These values are obtained using the guidelines or published evaluations prepared by the National Fire Protection Association (NFPA) or the National Paint and Coating Association (for HMIS ratings).

**REVISION STATEMENT:** SECTION 04 - Delayed Health Effects - Target Organ(s) information was modified.

- SECTION 08 - Eye/Face Protection information was modified.
- SECTION 08 - General Considerations information was modified.
- SECTION 08 - Personal Protective Equipment List information was deleted.
- SECTION 08 - Personal Protective Equipment information was added.
- SECTION 08 - Skin Protection information was modified.
- SECTION 11 - Carcinogenicity information was added.
- SECTION 11 - Germ Cell Mutagenicity information was added.
- SECTION 11 - Reproductive Toxicity information was added.
- SECTION 11 - Specific Target Organ Toxicity - Repeated Exposure information was added.
- SECTION 11 - Specific Target Organ Toxicity - Single Exposure information was added.
- SECTION 11 - Toxicological Information information was added.
- SECTION 11 - Toxicological Information information was modified.
- SECTION 12 - Ecological Information information was added.
- SECTION 12 - Ecological Information information was deleted.
- SECTION 15 - Regulatory Information information was modified.

**Revision Date:** February 15, 2023

**ABBREVIATIONS THAT MAY HAVE BEEN USED IN THIS DOCUMENT:**

TLV - Threshold Limit Value	TWA - Time Weighted Average
-----------------------------	-----------------------------

STEL - Short-term Exposure Limit	PEL - Permissible Exposure Limit
GHS - Globally Harmonized System	CAS - Chemical Abstract Service Number
ACGIH - American Conference of Governmental Industrial Hygienists	IMO/IMDG - International Maritime Dangerous Goods Code
API - American Petroleum Institute	SDS - Safety Data Sheet
HMS - Hazardous Materials Information System	NFPA - National Fire Protection Association (USA)
DOT - Department of Transportation (USA)	NTP - National Toxicology Program (USA)
IARC - International Agency for Research on Cancer	OSHA - Occupational Safety and Health Administration
NCEL - New Chemical Exposure Limit	EPA - Environmental Protection Agency
SCBA - Self-Contained Breathing Apparatus	

Prepared according to the 29 CFR 1910.1200 (2012) by Chevron Technical Center, 6001 Bollinger Canyon Road, San Ramon, CA 94583.

**The above information is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made available subsequent to the date hereof may suggest modifications of the information, we do not assume any responsibility for the results of its use. This information is furnished upon condition that the person receiving it shall make his own determination of the suitability of the material for his particular purpose.**



# DELO<sup>®</sup> 600 ADF 15W-40

## PRODUCT DESCRIPTION

"Delo. Let's go further.<sup>®</sup>"

Delo<sup>®</sup> 600 ADF 15W-40 with Ultra Low Ash Technology is a premium, high-performance, synthetic blend, heavy-duty, long drain and mixed-fleet engine oil. It is recommended for Tier IV Final & 2017 greenhouse gas-compliant, naturally aspirated and turbocharged four-stroke diesel engines, in which the API CK-4 service category and 15W-40 viscosity grade are recommended. It is also formulated for mobile compressed natural gas (CNG) engines.

Delo 600 ADF 15W-40 provides extended diesel particulate filter (DPF) service intervals between manual cleanings and reduced fuel economy loss associated with DPF regenerations and ash build-up.

## CUSTOMER BENEFITS

Delo 600 ADF 15W-40 with *OMNIMAX*<sup>™</sup> is an API CK-4 performance heavy-duty engine oil, specifically formulated for off- and on-highway applications, including Tier IV Final and 2017 greenhouse gas-compliant (GHG 2017) engines with lower CO<sub>2</sub> emissions, as well as EPA 2010 compliant low emission diesel engines with Selective Catalytic Reduction (SCR), Diesel Particulate Filter (DPF) and Exhaust Gas Recirculation (EGR) systems, calling for API CK-4. It is also approved for use in mobile CNG engines that require oils meeting Cummins Engineering Standard (CES) 20092, making it an excellent solution for fleets seeking a single product to service their diesel and CNG-fueled applications.

*OMNIMAX* delivers maximum system protection to both the engine and the emissions system. This all-encompassing protection helps drastically reduce the rate of DPF clogging to deliver extended DPF<sup>1</sup> service life and industry-redefining fuel economy retention.



Delo 600 ADF 15W-40 delivers value through:

- **Extended Emission Control System Interval** — Provides more than two times diesel particulate filter (DPF) service interval for minimal downtime and cleaning, thus managing your maintenance costs.
- **Maintain Fuel Economy Longer** — Less metallic additive ash build-up in DPF means less fuel consumed for regeneration and less DPF back pressure to help maintain fuel economy.
- **Exceptional Deposit Control** — Provides high performance piston deposit control and turbocharger protection due to its superb oxidation performance. Its high performing detergent and dispersant additives provide excellent diesel engine component protection.
- **Superb Long Drain Performance** — Formulated for exceptional long oil drain protection for both on and off-road diesel and CNG engines.
- **Minimized Operating Costs** — Exceptional soot dispersancy and wear control. Cylinders, pistons, rings, and valve train components are well protected against wear and corrosion, providing optimum service life and minimal maintenance. Contributes to maximum equipment utilization and minimal downtime.

<sup>1</sup> Up to 2.5 times the extended DPF ash cleaning interval and up to 3% improved fuel economy retention based on Chevron field trials and engine tests.

Product(s) manufactured in the USA.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

A **Chevron** company product

10 November 2023  
HDMO-85

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Chevron, the Chevron Hallmark, OmniMax, Delo, and Delo. Let's go further. are trademarks owned by Chevron Intellectual Property LLC. All other trademarks are property of their respective owners.

- **Warranty Plus Protection** — Bumper-to-bumper warranty protection from the engine to the drive train. Payment for Chevron Lubricant-related damage to your equipment, including parts and labor.<sup>2</sup> Problem resolution and technical advice from Chevron's Lubrication experts.
- **Access to Chevron's Lubrication and Industry Knowledge** — Helps maximize your bottom line business results.

## FEATURES

Delo® 600 ADF 15W-40 is formulated with *OMNIMAX*™, a Chevron Patented Technology. *OMNIMAX* delivers maximum system protection to both the engine and emissions systems. This all-encompassing protection helps drastically reduce DPF clogging, delivering industry redefining fuel economy retention and extended DPF service life.

Delo 600 ADF 15W-40 meets or exceeds current heavy-duty engine oil specifications to provide durability and wear protection of critical diesel engine parts.

## FUNCTIONS

Delo 600 ADF 15W-40 with *OMNIMAX* meets or exceeds API CK-4 performance requirements with ultra-low levels of metallic additives reducing the amount of ash build-up in engine emission after treatment systems such as diesel particulate filters (DPF) thus reducing the frequency of regeneration and unit cleaning.

Delo 600 ADF 15W-40 helps to keep rings clean and free for maximum combustion pressure and to provide minimal wear. It minimizes valve and piston crown land deposits, thus managing oil consumption. Its high level of ashless dispersants keeps fuel soot in suspension and thus helps to avoid oil filter clogging, heavy cylinder head sludge, abrasive polishing wear, high viscosity increase, oil gelling, and minimizes the risk of valve train wear.

Specially selected oxidation inhibitors control oxidation, oil thickening and sludge. Its unique blend of anti-wear additives protects against valve train wear and adhesion of highly loaded parts operating under boundary lubrication. A specially selected viscosity index improver ensures easy flow at low temperatures

and excellent film protection in hot engine areas. A defoaming additive protects against air entrainment.

## APPLICATIONS

Delo 600 ADF 15W-40 with *OMNIMAX* is an API CK-4, ultra-low ash heavy duty engine oil specifically formulated for on highway applications, including 2017 greenhouse gas (GHG 17) compliant diesel engines with lower CO<sub>2</sub> emissions, in addition to 2010 compliant low emission diesel engines with Selective Catalytic Reduction (SCR), Diesel Particulate Filter (DPF) and Exhaust Gas Recirculation (EGR) systems calling for 15W-40 premium heavy duty motor oil.

Delo 600 ADF 15W-40 with ultra-low ash additive technology is also recommended for off highway Tier IV Final emission compliant engine applications where an 15W-40 viscosity grade is required. It is formulated for engines with Selective Catalytic Reduction (SCR), Diesel Particulate Filter (DPF) and Exhaust Gas Recirculation (EGR) systems. It is also approved for use in mobile CNG engines that require oils meeting Cummins Engineering Standard (CES) 20092, making it an excellent solution for fleets seeking a single product to service their diesel and CNG-fueled applications.

It is fully compatible with previous engine models and previous API Oil Service Categories.

### Delo 600 ADF 15W-40 is approved:

- **for use in Cummins mobile compressed natural gas (CNG) engines**
- **for use in mixed diesel and CNG engine fleets**

### Delo 600 ADF 15W-40 is also approved for:

- **API Service Categories** CK-4, CJ-4, CI-4 PLUS, CI-4, CH-4
- **Cummins** CES 20086, CES 20092
- **Detroit Fluids Specification (DFS)** 93K222
- **DEUTZ** DQC IV-18 LA
- **DTFR** 15C100 (previously known as MB Approval 228.31)
- **Mack** EOS 4.5
- **MAN** M3775
- **Renault** RLD-3
- **Volvo** VDS-4,5

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<sup>2</sup> See Warranty Plus for details and restrictions.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

- ZF TE-ML 04C

**Delo 600 ADF 15W-40 is recommended for:**

- ACEA E6/E9
- Caterpillar ECF-3

## TYPICAL TEST DATA

SAE Grade	15W-40
Product Number	257009
SDS Number	
U.S.	50742
Canada	50743
Mexico	50744
Density at 15°C, kg/L	0.868
Viscosity, Kinematic	
mm <sup>2</sup> /s at 40°C	111.5
mm <sup>2</sup> /s at 100°C	14.9
Viscosity, Cold Crank, °C/mPa.s	-20/6400
Viscosity, MRV, °C/mPa.s	-25/19300
Viscosity, HTHS, mPa.s	4.4
Viscosity Index	136
Flash Point, °C(°F)	248(478)
Pour Point, °C(°F)	-30(-22)
Sulfated Ash, mass %	0.4
Base Number, mgKOH/g, ASTM D2896	7
Sulfur, mass %	0.2

Minor variations in product typical test data are to be expected in normal manufacturing.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.



**Credit Department**  
 2335 S. Forbes Drive  
 Montgomery, AL 36110  
 Phone: 334-777-2924

Email completed forms to: [creditapps@reladyne.com](mailto:creditapps@reladyne.com)  
 Or complete online at:  
<https://reladyne.com/apply-for-credit>

**Please include and attach your W9 & Tax Exemption**

The undersigned requests CREDIT from RelaDyne, Inc. and its subsidiaries and assigns.

## CREDIT APPLICATION

LEGAL BUSINESS NAME:		DBA:	
BUSINESS ADDRESS:	RES ADDR: <input type="checkbox"/>	PRIMARY SHIP TO ADDRESS:	RES ADDR: <input type="checkbox"/>
CITY, STATE, ZIP CODE:		RECEIVING CONTACT: RECEIVING PHONE:	RECEIVING HOURS:
BUSINESS TELEPHONE:		DELIVERY INSTRUCTIONS:	DOCK: <input type="checkbox"/> FORKLIFT: <input type="checkbox"/>
BUSINESS FAX:		PURCHASING PHONE:	
ACCT PAY CONTACT:		PURCHASING CONTACT:	
ACCT PAY EMAIL ADDRESS:	EMAIL INVOICES TO:	PURCH EMAIL ADDRESS:	
COMPANY WEBSITE:		BUSINESS TYPE:	<input type="checkbox"/> CORP <input type="checkbox"/> SOLE PROP <input type="checkbox"/> PRTSHP <input type="checkbox"/> OTHER
YEARS IN BUSINESS:		ADDITIONAL CONTACT:	
TAX EXEMPT: (attach certificates)	<input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input type="checkbox"/> COUNTY/PARISH	TIN/SSN:	SIC Code:
DUNN & BRADSTREET #:		ESTIMATED MONTHLY PURCHASE (\$):	
RELADYNE SALES REP:	Anibal Hernandez		

### PRINCIPAL OWNERS OR OFFICERS

NAME:	TITLE:
HOME ADDRESS:	HOME PHONE:
EMAIL:	FAX:
NAME:	TITLE:
HOME ADDRESS:	HOME PHONE:
EMAIL:	FAX:
NAME:	TITLE:
HOME ADDRESS:	HOME PHONE:
EMAIL:	FAX:

### CREDIT / TRADE REFERENCES – MUST HAVE OPEN ACCOUNTS

BUSINESS NAME:	PHONE:
CONTACT:	FAX:
ADDRESS:	EMAIL:
BUSINESS NAME:	PHONE:
CONTACT:	FAX:
ADDRESS:	EMAIL:
BUSINESS NAME:	PHONE:
CONTACT:	FAX:
ADDRESS:	EMAIL:



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 2335 S. Forbes Drive  
 Montgomery, AL 36110  
 Phone: 334-777-2924

Email completed forms to: [creditapps@reladyne.com](mailto:creditapps@reladyne.com)  
**Or complete online at:**  
<https://reladyne.com/apply-for-credit>

BANK INFORMATION			
BANK NAME:		CONTACT:	
ADDRESS:		ACCOUNT #:	
DEFAULT PAYMENT:	<input type="checkbox"/> DRAFT(DEFAULT) <input type="checkbox"/> CASH	TELEPHONE:	
	<input type="checkbox"/> CHECK <input type="checkbox"/> CREDIT CARD	FAX:	
We authorize banks, credit reporting agencies and any credit references to provide requested account information now and at any time in the future.			
<b>SIGNED:</b>		PRINT NAME:	
TITLE:		DATE:	

### SALES AGREEMENT

The undersigned, in consideration for the extension of credit by RelaDyne, Inc. and its subsidiaries and assigns, "Seller," agrees to pay its account per Seller's then current billing terms –and further, that a monthly service charge of 1.5% (18% per annum) will be added on any past due portion, and this 1.5% monthly (18% per annum) rate of interest shall apply to any Judgment obtained against the undersigned in the event of default in payment. In the event of such default in payment, the undersigned agrees to pay all costs of collection, including but not limited to, a reasonable attorney fee whether suit be brought or not, when incurred for consultation, litigation, post-Judgment collection procedures (discovery, garnishment, levy, contempt proceedings and Proceedings Supplementary), and appellate services, as well as attorney fees incurred in litigating entitlement to, and quantifying the amount of, attorney fees. The undersigned agrees that regardless of place of payment all suits at law or in equity for any breach of this agreement or for default in payment shall be instituted and maintained in a court of competent jurisdiction in Hamilton County, Ohio, and the undersigned waives any venue/forum non-convenes rights and right to jury trial. The undersigned certifies that the information contained in the Credit Application is true and correct and further agrees that any changes in ownership or officers, or form that the business operates as, shall be made known to Seller in writing and delivered to Seller by certified U.S. Mail, return receipt requested, or by a nationally recognized courier service or said changes shall be ineffective as to Seller's enforcement of the terms of this agreement. The undersigned shall report any dispute concerning any billing within thirty days from the date of such billing in writing by certified mail, return receipt requested or by a nationally recognized courier service. Failure to report any such dispute shall constitute a waiver of any claim by the undersigned with respect to such dispute. This agreement contains the entire agreement between the parties and may not be modified or amended except by a writing signed by Seller. The undersigned acknowledges that it is an ordinary and customary record-keeping business practice of Seller to scan or otherwise convert its Sales Agreements into digital form for the purpose of electronic storage and that the original may be destroyed. The undersigned agrees that any subsequent reproduction of the electronically stored version of this Sales Agreement that may later be produced in the ordinary course of record-keeping procedure shall have the same force and effect of the destroyed original for all purposes, including admissibility into evidence in all jurisdictions, courts, and tribunals. The terms of this agreement shall be governed by the laws of the State of Ohio and the undersigned submits to the jurisdiction of the Courts of the State of Ohio.

<b>SIGNED:</b>		PRINT NAME:	
TITLE:		DATE:	

**BOTH SIGNATURES REQUIRED BY AN AUTHORIZED SIGNER ONLY.  
 ALTERATIONS TO THE SALES AGREEMENT WILL NOT BE ACCEPTED.**