

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: October 15, 2014

## INVITATION TO BID #164-2014 Synthetic Transmission Fluid

Bid Opening Date: **October 29, 2014**

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

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

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **10/29/2014**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 669 Byrd Thurman Drive, Lexington KY

Bid Security Required:  Yes  No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required:  Yes  No

<p align="center"><b>Check One:</b></p> <p><input type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>		<p><b>Proposed Delivery:</b> <u>7</u> days after acceptance of bid.</p>
<p><b>Procurement Card Usage</b>—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		

Submitted by: Riley Oil Company  
Firm Name

PO Box 630  
Address

Richmond Ky 40476  
City, State & Zip

**Bid must be signed:**  
(original signature) Scott Himes sales  
Signature of Authorized Company Representative – Title

Scott Himes  
Representative's Name (Typed or printed)

859-623-4032 859-624-5306  
Area Code - Phone - Extension Fax #

SCOTT@rileyoil.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, Scott Himes, and after being first duly sworn under penalty of perjury as follows:

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

Further, Affiant sayeth naught. Scott Himes

STATE OF Ky

COUNTY OF MADISON

The foregoing instrument was subscribed, sworn to and acknowledged before me by Scott Himes on this the 24th day of October, 2014.

My Commission expires: September 13, 2017

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

### **C. GREEN COMMUNITY**

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

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

Yes  No

**EQUAL OPPORTUNITY AGREEMENT**

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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 handicap.*

- 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.*

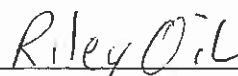
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of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

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name of Business

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. 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.
19. 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

10-24-14  
Date

Riley Oil Co.

description shall be submitted with bid. Literature submitted shall explicitly show compliance with this specification including the Allison TES-295 approval number. Literature shall be manufacturer's original printed material. Complete MSDS sheets shall be submitted with bid.

3.3 Bids submitted shall be in the form of price per gallon.

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

Lexington, Ky. \$ 24.95 <sup>GTS</sup> per gallon delivered.

Drums - 24.95 (55 gallon drum)  
TOTES - 24.72 (330 gallon tote)

Shell Spirax S6 ATF A295



# Shell Spirax S6 ATF A295

- Maintenance Saving
- Enhanced Efficiency

*Synthetic Extended Drain Heavy Duty Automatic Transmission Fluid*

Shell Spirax S6 ATF A295 Oil is a fully synthetic, heavy-duty automatic transmission fluid which is specifically designed and approved for use in transmissions requiring Allison TES-295 fluids. Spirax S6 ATF A295 is approved for extended service intervals and remains stable even under severe operating conditions.

## DESIGNED TO MEET CHALLENGES

### Performance, Features & Benefits

- **Long enhanced protection – long equipment life**  
Viscosity Control : Spirax S6 ATF A295 incorporates latest synthetic base fluid technology and mechanically stable viscosity index improver technology to help ensure the viscosity of the oil remains constant over the complete oil drain, thus helping to ensure consistent lubrication and oil film thickness required to ensure protection of the gears, bearings and other mechanical components.
- **Long fluid life – maintenance saving**  
The exceptional oxidation resistance of Spirax S6 ATF A295 helps resist formation of deposits to ensure longer fluid life and better fluid performance under arduous conditions.  
Extended fluid life demonstrated in full scale long duration transmission testing.
- **Enhanced efficiency**  
Extremely high frictional stability, excellent viscometric control and durability helps ensure consistent shifting and power transfer characteristics. This helps provide smooth shifting and helps maintain the fuel efficient operation of the transmissions.  
Excellent low temperature properties help ensure efficient transmission operation even under cold climate conditions.  
Excellent anti-foam and filterability characteristics to help ensure efficient and effective lubrication and hydraulic control system performance within the transmission.

### Main Applications



- **Allison Medium/Heavy Duty Automatic Transmissions**  
Spirax S6 ATF A295 was developed to meet the extended drain requirements of late model medium and heavy duty Allison automatic transmissions. It is particularly suitable for transmissions requiring a TES-295 type product.  
Spirax S6 ATF A295 is recommended for use in transmissions found in the following applications:
- Municipal fleets
- Vans, school buses
- Buses and Coaches
- Emergency vehicles
- Commercial vehicles and trucks
- Motor-homes
- Heavy duty pickup trucks
- Spirax S6 ATF A295 can also be used in some ZF and Voith heavy duty transmissions as well as those previously serviceable by Dexron® III and Mercon® fluids, and is particularly suited to mixed fleet operations.

### Specifications, Approvals & Recommendations

- Approved:
- Allison TES-295 AN-121008
  - Allison TES-468 AN-121008
- Suitable for use in applications calling for:
- Former Dexron-III applications
  - Voith DIWA transmissions
  - ZF TE-ML, 14A, 14B, 14C
  - MAN 339 Z3
  - MB 236.91
  - Caterpillar AT-1

For a full listing of equipment approvals and recommendations, please consult your local Shell Technical Help Desk.

## Typical Physical Characteristics

Properties			Method	Shell Spirax S6 ATF A295
Kinematic Viscosity	@40 <sup>o</sup> C	cSt	ASTM D445	36
Kinematic Viscosity	@100 <sup>o</sup> C	cSt	ASTM D445	7.3
Viscosity Index			ASTM D2270	181
Density	@15 <sup>o</sup> C	kg/l	ASTM D287	0.840
Flash Point (COC)		°C	ASTM D92	213
Pour Point		°C	ISO 3016	-51

These characteristics are typical of current production. Whilst future production will conform to Shell's specification, variations in these characteristics may occur.

## Health, Safety & Environment

### • Health and Safety

Shell Spirax S6 ATF A295 is unlikely to present any significant health or safety hazard when properly used in the recommended application and good standards of personal hygiene are maintained.

Avoid contact with skin. Use impervious gloves with used oil. After skin contact, wash immediately with soap and water.

Guidance on Health and Safety is available on the appropriate Material Safety Data Sheet, which can be obtained from <http://www.epc.shell.com/>

### • Protect the Environment

Take used oil to an authorised collection point. Do not discharge into drains, soil or water.

## Additional Information

### • Advice

Advice on applications not covered here may be obtained from your Shell representative.



**Safety Data Sheet****SECTION 1. IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING****1.1 Product Identifier**

**Material Name** : Shell Spirax S6 ATF A295  
**Product Code** : 001D8305

**1.2 Relevant identified uses of the substance or mixture and uses advised against**

**Product Use** : Transmission oil.  
**Uses Advised Against** : This product must not be used in applications other than those recommended in Section 1, without first seeking the advice of the supplier.

**1.3 Details of the Supplier of the safety data sheet**

**Manufacturer/Supplier** : Shell UK Oil Products Limited  
Shell Centre  
London  
SE1 7NA  
United Kingdom

**Telephone** : (+44) 08708500939  
**Email Contact for Safety Data Sheet** : If you have any enquiries about the content of this SDS please email lubricantSDS@shell.com

**1.4 Emergency Telephone Number**

: +44-(0) 151-350-4595

**SECTION 2. HAZARDS IDENTIFICATION****2.1 Classification of the substance or mixture**

67/548/EEC or 1999/45/EC	
Hazard Characteristics	R-phrases(s)
Not classified as dangerous under EC criteria.;	

**Sensitiser not sufficient to classify** : Contains triazole derivatives. May produce an allergic reaction.

## Safety Data Sheet

### 2.2 Label Elements

#### Labeling according to Directive 1999/45/EC

EC Symbols : No Hazard Symbol required

EC Classification : Not classified as dangerous under EC criteria.

EC Risk Phrases : Not classified.

EC Safety Phrases : Not classified.

### 2.3 Other Hazards

**Health Hazards** : Not expected to be a health hazard when used under normal conditions. Prolonged or repeated skin contact without proper cleaning can clog the pores of the skin resulting in disorders such as oil acne/folliculitis. Used oil may contain harmful impurities.

**Safety Hazards** : Not classified as flammable but will burn.

**Environmental Hazards** : Not classified as dangerous for the environment.

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## SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

### 3.1 Substance

**Material Name** : Not applicable.

### 3.2 Mixtures

**Mixture Description** : Blend of polyolefins, synthetic esters and additives.

#### Hazardous Components

##### Classification of components according to Regulation (EC) No 1272/2008

Chemical Name	CAS No.	EC Number	REACH Registration No.	Conc.
Substituted triazole	91273-04-0	401-280-0	Not available / Not applicable.	0.10 - 0.50%
Triazole derivative	80584-90-3	279-503-4	Not available / Not applicable.	0.10 - 0.50%

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Interchangeable low viscosity base oil (<20,5 cSt @40°C) *	*	*	applicable.	0.00 - 90.00%
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Chemical Name	Hazard Class & Category	Hazard Statement
Substituted triazole	Skin Corr., 1B; Skin Sens., 1; Aquatic Chronic, 2;	H314; H317; H411;
Triazole derivative	Skin Corr., 2; Skin Sens., 1; Aquatic Chronic, 2;	H315; H317; H411;
Interchangeable low viscosity base oil (<20,5 cSt @40°C) *	Asp. Tox., 1;	H304;

## Classification of components according to 67/548/EEC

Chemical Name	CAS No.	EC Number	REACH Registration No.	Symbol(s)	R-phrase(s)	Conc.
Substituted triazole	91273-04-0	401-280-0	Not available / Not applicable.	C, N	R34; R43; R51/53	0.10 - 0.50%
Triazole derivative	80584-90-3	279-503-4	Not available / Not applicable.	Xi, N	R38; R43; R51/53	0.10 - 0.50%

**Additional Information** : The highly refined mineral oil contains <3% (w/w) DMSO-extract, according to IP346. The highly refined mineral oil is only present as additive diluent.

Refer to Ch 16 for full text of R- and H- phrases.

\* contains one or more of the following CAS-numbers (REACH registration numbers): 64742-53-6 (01-2119480375-34), 64742-54-7 (01-2119484627-25), 64742-55-8 (01-2119487077-29), 64742-56-9 (01-2119480132-48), 64742-65-0 (01-2119471299-27), 68037-01-4 (01-2119486452-34), 72623-86-0 (01-2119474878-16), 72623-87-1 (01-2119474889-13), 8042-47-5 (01-2119487078-27), 848301-69-9 (01-0000020164-80).

This mixture does not contain any REACH registered substances that are assessed to be a PBT or a vPvB.

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### SECTION 4. FIRST AID MEASURES

#### 4.1 Description of First Aid Measures

- General Information** : Not expected to be a health hazard when used under normal conditions.
- Inhalation** : No treatment necessary under normal conditions of use. If symptoms persist, obtain medical advice.
- Skin Contact** : Remove contaminated clothing. Flush exposed area with water and follow by washing with soap if available. If persistent irritation occurs, obtain medical attention.
- Eye Contact** : Flush eye with copious quantities of water. If persistent irritation occurs, obtain medical attention.
- Ingestion** : In general no treatment is necessary unless large quantities are swallowed, however, get medical advice.
- Self-protection of the first aider** : When administering first aid, ensure that you are wearing the appropriate personal protective equipment according to the incident, injury and surroundings.
- 4.2 Most important symptoms and effects, both acute and delayed** : Oil acne/folliculitis signs and symptoms may include formation of black pustules and spots on the skin of exposed areas. Ingestion may result in nausea, vomiting and/or diarrhoea.
- 4.3 Indication of any immediate medical attention and special treatment needed** : Notes to doctor/physician:  
Treat symptomatically.

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### SECTION 5. FIRE FIGHTING MEASURES

Clear fire area of all non-emergency personnel.

- 5.1 Extinguishing Media** : Foam, water spray or fog. Dry chemical powder, carbon dioxide, sand or earth may be used for small fires only.
- Unsuitable Extinguishing Media** : Do not use water in a jet.
- 5.2 Special hazards arising from the substance or mixture** : Hazardous combustion products may include: A complex mixture of airborne solid and liquid particulates and gases (smoke). Carbon monoxide. Unidentified organic and inorganic compounds.
- 5.3 Advice for firefighters** : Proper protective equipment including chemical resistant gloves are to be worn; chemical resistant suit is indicated if large contact with spilled product is expected. Self-Contained Breathing Apparatus must be worn when approaching a fire in a confined space. Select fire fighter's clothing approved to

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relevant Standards (e.g. Europe: EN469).

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### SECTION 6. ACCIDENTAL RELEASE MEASURES

Avoid contact with spilled or released material. For guidance on selection of personal protective equipment see Chapter 8 of this Material Safety Data Sheet. Observe the relevant local and international regulations.

- 6.1 Personal Precautions, Protective Equipment and Emergency Procedures** : 6.1.1 For non emergency personnel: Avoid contact with skin and eyes.  
6.1.2 For emergency responders: Avoid contact with skin and eyes.
- 6.2 Environmental Precautions** : Use appropriate containment to avoid environmental contamination. Prevent from spreading or entering drains, ditches or rivers by using sand, earth, or other appropriate barriers.
- 6.3 Methods and Material for Containment and Cleaning Up** : Slippery when spilt. Avoid accidents, clean up immediately. Prevent from spreading by making a barrier with sand, earth or other containment material. Reclaim liquid directly or in an absorbent. Soak up residue with an absorbent such as clay, sand or other suitable material and dispose of properly.
- Additional Advice** : Local authorities should be advised if significant spillages cannot be contained.
- 6.4 Reference to other sections** : For guidance on selection of personal protective equipment see Chapter 8 of this Material Safety Data Sheet. For guidance on disposal of spilled material see Chapter 13 of this Material Safety Data Sheet.

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### SECTION 7. HANDLING AND STORAGE

- General Precautions** : Use local exhaust ventilation if there is risk of inhalation of vapours, mists or aerosols. Use the information in this data sheet as input to a risk assessment of local circumstances to help determine appropriate controls for safe handling, storage and disposal of this material.
- 7.1 Precautions for Safe Handling** : Avoid prolonged or repeated contact with skin. Avoid inhaling vapour and/or mists. When handling product in drums, safety footwear should be worn and proper handling equipment should be used. Properly dispose of any contaminated rags or cleaning materials in order to prevent fires. Keep container tightly closed and in a cool, well-ventilated place. Use properly labelled and closeable containers.
- Product Transfer** : This material has the potential to be a static accumulator.

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- Proper grounding and bonding procedures should be used during all bulk transfer operations.
- 7.2 Conditions for safe storage, including any incompatibilities** : Store at ambient temperature.
- Refer to section 15 for any additional specific legislation covering the packaging and storage of this product. The storage of this product may be subject to the Control of Pollution (Oil Storage) (England) Regulations. Further guidance may be obtained from the local environmental agency office.
- Recommended Materials** : For containers or container linings, use mild steel or high density polyethylene.
- Unsuitable Materials** : PVC.
- 7.3 Specific end use(s)** : Not applicable
- Additional Information** : Polyethylene containers should not be exposed to high temperatures because of possible risk of distortion. Exposure to this product should be reduced as low as reasonably practicable. Reference should be made to the Health and Safety Executive's publication "COSHH Essentials".

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### SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

If the American Conference of Governmental Industrial Hygienists (ACGIH) value is provided on this document, it is provided for information only.

#### 8.1 Control Parameters

##### Occupational Exposure Limits

Material	Source	Type	ppm	mg/m3	Notation
Oil mist, mineral	ACGIH	TWA(Inhalable fraction.)		5 mg/m3	

#### Biological Exposure Index (BEI)

No biological limit allocated.

**PNEC related information** : Data not available

**Monitoring Methods** : Monitoring of the concentration of substances in the breathing

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zone of workers or in the general workplace may be required to confirm compliance with an OEL and adequacy of exposure controls. For some substances biological monitoring may also be appropriate. Validated exposure measurement methods should be applied by a competent person and samples analysed by an accredited laboratory. Examples of sources of recommended exposure measurement methods are given below or contact the supplier. Further national methods may be available.

National Institute of Occupational Safety and Health (NIOSH), USA: Manual of Analytical Methods <http://www.cdc.gov/niosh/>

Occupational Safety and Health Administration (OSHA), USA: Sampling and Analytical Methods <http://www.osha.gov/>

Health and Safety Executive (HSE), UK: Methods for the Determination of Hazardous Substances  
<http://www.hse.gov.uk/>

Institut für Arbeitsschutz Deutschen Gesetzlichen Unfallversicherung (IFA), Germany.  
<http://www.dguv.de/inhalt/index.jsp>

L'Institut National de Recherche et de Sécurité, (INRS), France  
<http://www.inrs.fr/accueil>

### 8.2 Exposure Controls General Information

: The level of protection and types of controls necessary will vary depending upon potential exposure conditions. Select controls based on a risk assessment of local circumstances. Appropriate measures include: Adequate ventilation to control airborne concentrations. Where material is heated, sprayed or mist formed, there is greater potential for airborne concentrations to be generated.

Define procedures for safe handling and maintenance of controls. Educate and train workers in the hazards and control measures relevant to normal activities associated with this product. Ensure appropriate selection, testing and maintenance of equipment used to control exposure, e.g. personal protective equipment, local exhaust ventilation. Drain

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down system prior to equipment break-in or maintenance. Retain drain downs in sealed storage pending disposal or for subsequent recycle. Always observe good personal hygiene measures, such as washing hands after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Discard contaminated clothing and footwear that cannot be cleaned. Practice good housekeeping.

**Occupational Exposure Controls**

- Personal Protective Equipment** : The provided information is made in consideration of the PPE directive (Council Directive 89/686/EEC) and the CEN European Committee for Standardisation (CEN) standards. Personal protective equipment (PPE) should meet recommended national standards. Check with PPE suppliers.
- Eye Protection** : Wear safety glasses or full face shield if splashes are likely to occur. Approved to EU Standard EN166.
- Hand Protection** : Where hand contact with the product may occur the use of gloves approved to relevant standards (e.g. Europe: EN374, US: F739) made from the following materials may provide suitable chemical protection: PVC, neoprene or nitrile rubber gloves. Suitability and durability of a glove is dependent on usage, e.g. frequency and duration of contact, chemical resistance of glove material, dexterity. Always seek advice from glove suppliers. Contaminated gloves should be replaced. Personal hygiene is a key element of effective hand care. Gloves must only be worn on clean hands. After using gloves, hands should be washed and dried thoroughly. Application of a non-perfumed moisturizer is recommended. For continuous contact we recommend gloves with breakthrough time of more than 240 minutes with preference for > 480 minutes where suitable gloves can be identified. For short-term/splash protection we recommend the same, but recognise that suitable gloves offering this level of protection may not be available and in this case a lower breakthrough time may be acceptable so long as appropriate maintenance and replacement regimes are followed. Glove thickness is not a good predictor of glove resistance to a chemical as it is dependent on the exact composition of the glove material.
- Body protection** : Skin protection not ordinarily required beyond standard issue work clothes.
- Respiratory Protection** : No respiratory protection is ordinarily required under normal conditions of use. In accordance with good industrial hygiene



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practices, precautions should be taken to avoid breathing of material. If engineering controls do not maintain airborne concentrations to a level which is adequate to protect worker health, select respiratory protection equipment suitable for the specific conditions of use and meeting relevant legislation. Check with respiratory protective equipment suppliers. Where air-filtering respirators are suitable, select an appropriate combination of mask and filter. Select a filter suitable for combined particulate/organic gases and vapors [Type A/Type P boiling point > 65°C (149°F)] meeting EN14387 and EN143.

**Thermal Hazards** : Not applicable.

### Environmental Exposure Controls

**Environmental exposure control measures** : Take appropriate measures to fulfil the requirements of relevant environmental protection legislation. Avoid contamination of the environment by following advice given in Chapter 6. If necessary, prevent undissolved material from being discharged to waste water. Waste water should be treated in a municipal or industrial waste water treatment plant before discharge to surface water. Local guidelines on emission limits for volatile substances must be observed for the discharge of exhaust air containing vapour.

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## SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

### 9.1 Information on basic physical and chemical properties

Appearance : Red. Liquid at room temperature.  
Odour : Slight hydrocarbon.  
Odour threshold : Data not available  
pH : Not applicable.  
Initial Boiling Point and Boiling Range : > 280 °C / 536 °F estimated value(s)  
Pour point : Typical -51 °C / -60 °F  
Flash point : Typical 235 °C / 455 °F (COC)  
Upper / lower Flammability or Explosion limits : Typical 1 - 10 %(V)  
Auto-ignition temperature : > 320 °C / 608 °F  
Vapour pressure : < 0.5 Pa at 20 °C / 68 °F (estimated value(s))  
Relative Density : Typical 0.85 at 15 °C / 59 °F  
Density : Typical 847 kg/m<sup>3</sup> at 15 °C / 59 °F  
Water solubility : Negligible.  
Solubility in other solvents : Data not available

## Safety Data Sheet

n-octanol/water partition coefficient (log Pow)	: > 6 (based on information on similar products)
Dynamic viscosity	: Data not available
Kinematic viscosity	: Typical 35 - 40 mm <sup>2</sup> /s at 40 °C / 104 °F
Vapour density (air=1)	: > 1 (estimated value(s))
Evaporation rate (nBuAc=1)	: Data not available
Decomposition Temperature	: Data not available
Flammability	: Data not available
Oxidizing Properties	: Data not available
Explosive Properties	: Not classified

### 9.2 Other Information

Electrical conductivity	: This material is not expected to be a static accumulator.
Other Information	: not a VOC
Volatile organic compound	: 0 %

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## SECTION 10. STABILITY AND REACTIVITY

10.1 Reactivity	: The product does not pose any further reactivity hazards in addition to those listed in the following sub-paragraph.
10.2 Chemical stability	: No hazardous reaction is expected when handled and stored according to provisions.
10.3 Possibility of Hazardous Reactions	: Reacts with strong oxidising agents.
10.4 Conditions to Avoid	: Extremes of temperature and direct sunlight.
10.5 Incompatible Materials	: Strong oxidising agents.
10.6 Hazardous Decomposition Products	: Hazardous decomposition products are not expected to form during normal storage.

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## SECTION 11. TOXICOLOGICAL INFORMATION

### 11.1 Information on Toxicological effects

Basis for Assessment	: Information given is based on data on the components and the toxicology of similar products. Unless indicated otherwise, the data presented is representative of the product as a whole, rather than for individual component(s).
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## Safety Data Sheet

<b>Likely Routes of Exposure</b>	: Skin and eye contact are the primary routes of exposure although exposure may occur following accidental ingestion.
<b>Acute Oral Toxicity</b>	: Expected to be of low toxicity: LD50 > 5000 mg/kg , Rat
<b>Acute Dermal Toxicity</b>	: Expected to be of low toxicity: LD50 > 5000 mg/kg , Rabbit
<b>Acute Inhalation Toxicity</b>	: Not considered to be an inhalation hazard under normal conditions of use.
<b>Skin corrosion/irritation</b>	: Expected to be slightly irritating. Prolonged or repeated skin contact without proper cleaning can clog the pores of the skin resulting in disorders such as oil acne/folliculitis.
<b>Serious eye damage/irritation</b>	: Expected to be slightly irritating.
<b>Respiratory Irritation</b>	: Inhalation of vapours or mists may cause irritation.
<b>Respiratory or skin sensitisation</b>	: For respiratory and skin sensitisation: Not expected to be a sensitiser.
<b>Aspiration Hazard</b>	: Not considered an aspiration hazard.
<b>Germ cell mutagenicity</b>	: Not considered a mutagenic hazard.
<b>Carcinogenicity</b>	: Not expected to be carcinogenic.

Material	Carcinogenicity Classification
Highly refined mineral oil (IP346 <3%)	ACGIH Group A4: Not classifiable as a human carcinogen.
Highly refined mineral oil (IP346 <3%)	IARC 3: Not classifiable as to carcinogenicity to humans.
Highly refined mineral oil (IP346 <3%)	GHS / CLP: No carcinogenicity classification

**Reproductive and Developmental Toxicity** : Not expected to be a hazard.

**Summary on evaluation of the CMR properties**

<b>Carcinogenicity</b>	: This product does not meet the criteria for classification in categories 1A/1B.,
<b>Mutagenicity</b>	: This product does not meet the criteria for classification in categories 1A/1B.
<b>Reproductive Toxicity (fertility)</b>	: This product does not meet the criteria for classification in categories 1A/1B.
<b>Specific target organ toxicity - single exposure</b>	: Not expected to be a hazard.
<b>Specific target organ toxicity - repeated exposure</b>	: Not expected to be a hazard.
<b>Additional Information</b>	: Used oils may contain harmful impurities that have

## Safety Data Sheet

accumulated during use. The concentration of such impurities will depend on use and they may present risks to health and the environment on disposal. ALL used oil should be handled with caution and skin contact avoided as far as possible. Classifications by other authorities under varying regulatory frameworks may exist.

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### SECTION 12. ECOLOGICAL INFORMATION

- Basis for Assessment** : Ecotoxicological data have not been determined specifically for this product. Information given is based on a knowledge of the components and the ecotoxicology of similar products. Unless indicated otherwise, the data presented is representative of the product as a whole, rather than for individual component(s).
- 12.1 Toxicity**  
**Acute Toxicity** : Poorly soluble mixture. May cause physical fouling of aquatic organisms. Expected to be practically non toxic: LL/EL/IL50 > 100 mg/l (to aquatic organisms) LL/EL50 expressed as the nominal amount of product required to prepare aqueous test extract.
- 12.2 Persistence and degradability** : Expected to be not readily biodegradable. Major constituents are expected to be inherently biodegradable, but the product contains components that may persist in the environment.
- 12.3 Bioaccumulative Potential** : Contains components with the potential to bioaccumulate.
- 12.4 Mobility in Soil** : Liquid under most environmental conditions. If it enters soil, it will adsorb to soil particles and will not be mobile. Floats on water.
- 12.5 Result of PBT and vPvB assesment** : This mixture does not contain any REACH registered substances that are assessed to be a PBT or a vPvB.
- 12.6 Other Adverse Effects** : Product is a mixture of non-volatile components, which are not expected to be released to air in any significant quantities. Not expected to have ozone depletion potential, photochemical ozone creation potential or global warming potential.

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### SECTION 13. DISPOSAL CONSIDERATIONS

#### 13.1 Waste Treatment Methods

## Safety Data Sheet

- Material Disposal** : Recover or recycle if possible. It is the responsibility of the waste generator to determine the toxicity and physical properties of the material generated to determine the proper waste classification and disposal methods in compliance with applicable regulations. Do not dispose into the environment, in drains or in water courses.
- Container Disposal** : Dispose in accordance with prevailing regulations, preferably to a recognised collector or contractor. The competence of the collector or contractor should be established beforehand.
- Local Legislation** : Disposal should be in accordance with applicable regional, national, and local laws and regulations.  
EU Waste Disposal Code (EWC): 13 02 06 synthetic engine, gear and lubricating oils. Classification of waste is always the responsibility of the end user.

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### SECTION 14. TRANSPORT INFORMATION

#### Land transport (ADR/RID):

##### ADR

This product is not classified as dangerous for this mode of transport. Therefore 14.1 UN Number, 14.2 UN Proper Shipping name, 14.3 Transport hazard class(es), 14.4 Packing group, 14.5 Environmental hazards, 14.6 Special precautions for user do not apply.

##### RID

This product is not classified as dangerous for this mode of transport. Therefore 14.1 UN Number, 14.2 UN Proper Shipping name, 14.3 Transport hazard class(es), 14.4 Packing group, 14.5 Environmental hazards, 14.6 Special precautions for user do not apply.

#### Inland waterways transport (ADN):

This product is not classified as dangerous for this mode of transport. Therefore 14.1 UN Number, 14.2 UN Proper Shipping name, 14.3 Transport hazard class(es), 14.4 Packing group, 14.5 Environmental hazards, 14.6 Special precautions for user do not apply.

#### Sea transport (IMDG Code):

This product is not classified as dangerous for this mode of transport. Therefore 14.1 UN Number, 14.2 UN Proper Shipping name, 14.3 Transport hazard class(es), 14.4 Packing group, 14.5 Environmental hazards, 14.6 Special precautions for user do not apply.

#### Air transport (IATA):

This product is not classified as dangerous for this mode of transport. Therefore 14.1 UN Number, 14.2 UN Proper Shipping name, 14.3 Transport hazard class(es), 14.4 Packing group, 14.5 Environmental hazards, 14.6 Special precautions for user do not apply.

## Safety Data Sheet

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

Pollution Category : Not applicable.  
Ship Type : Not applicable.  
Product Name : Not applicable.  
Special Precaution : Not applicable.

Additional Information : MARPOL Annex 1 rules apply for bulk shipments by sea.

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## SECTION 15. REGULATORY INFORMATION

The regulatory information is not intended to be comprehensive. Other regulations may apply to this material.

### 15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

#### Other regulatory Information

Authorisations and/or restrictions on use : Product is not subject to Authorisation under REACH.

Recommended Restrictions on Use (Advice Against) : This product must not be used in applications other than those recommended in Section 1, without first seeking the advice of the supplier.

#### Chemical Inventory Status

EINECS : All components listed or polymer exempt.

TSCA : All components listed.

Other Information : Environmental Protection Act 1990 (as amended).  
Health and Safety at Work etc. Act 1974.  
Consumers Protection Act 1987.  
Pollution Prevention and Control Act 1999.  
Environment Act 1995.  
Factories Act 1961.  
The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment (Amendment) Regulations 2011.  
Chemicals (Hazard Information and Packaging for Supply) Regulations 2009.  
Control of Substances Hazardous to Health Regulations 2002

## Safety Data Sheet

(as amended).  
Merchant Shipping (Dangerous Goods and Marine Pollutants) Regulations 1997.  
Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (as amended).  
Personal Protective Equipment Regulations 2002.  
Personal Protective Equipment at Work Regulations 1992.  
Hazardous Waste (England and Wales) Regulations 2005(as amended).  
Control of Major Accident Hazards Regulations 1999 (as amended).  
Renewable Transport Fuel Obligations Order 2007 (as amended).  
Energy Act 2011.  
Environmental Permitting (England and Wales) Regulations 2010 (as amended).  
Waste (England and Wales) Regulations 2011 (as amended).  
Planning (Hazardous Substances) Act 1990 and associated regulations.  
The Environmental Protection (Controls on Ozone-Depleting Substances) Regulations 2011.

**15.2 Chemical Safety Assessment** : No Chemical Safety Assessment has been carried out for this substance/mixture by the supplier.

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### SECTION 16. OTHER INFORMATION

#### R-phrases

	Not classified.
R34	Causes burns.
R38	Irritating to skin.
R43	May cause sensitisation by skin contact.
R51/53	Toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.

#### CLP Hazard Statements

H304	May be fatal if swallowed and enters airways.
H314	Causes severe skin burns and eye damage.
H315	Causes skin irritation.
H317	May cause an allergic skin reaction.
H411	Toxic to aquatic life with long lasting effects.

## Safety Data Sheet

**Additional Information** : No Exposure Scenario annex is attached to this safety data sheet. It is a non-classified mixture containing hazardous substances as detailed in Section 3; relevant information from Exposure Scenarios for the hazardous substances contained have been integrated into the core sections 1-16 of this SDS.

### Other Information

### Abbreviations and Acronyms

: Acute Tox. = Acute toxicity  
Asp. Tox. = Aspiration hazard  
Aquatic Acute = Acute hazards to the aquatic environment  
Aquatic Chronic = Hazardous to the aquatic environment - Long-term Hazard  
Eye Dam. = Serious eye damage/eye irritation  
Flam. Liq. = Flammable liquids  
Skin Corr. = Skin corrosion/irritation  
Skin Sens. = Skin sensitizer  
STOT SE = Specific target organ toxicity - single exposure  
STOT RE = Specific target organ toxicity - repeated exposure

The standard abbreviations and acronyms used in this document can be looked up in reference literature (e.g. scientific dictionaries) and/or websites.

ACGIH = American Conference of Governmental Industrial Hygienists  
ADR = European Agreement concerning the International Carriage of Dangerous Goods by Road  
AICS = Australian Inventory of Chemical Substances  
ASTM = American Society for Testing and Materials  
BEL = Biological exposure limits  
BTEX = Benzene, Toluene, Ethylbenzene, Xylenes  
CAS = Chemical Abstracts Service  
CEFIC = European Chemical Industry Council  
CLP = Classification Packaging and Labelling  
COC = Cleveland Open-Cup  
DIN = Deutsches Institut für Normung  
DMEL = Derived Minimal Effect Level  
DNEL = Derived No Effect Level  
DSL = Canada Domestic Substance List  
EC = European Commission  
EC50 = Effective Concentration fifty  
ECETOC = European Center on Ecotoxicology and Toxicology Of Chemicals



## Safety Data Sheet

ECHA = European Chemicals Agency  
EINECS = The European Inventory of Existing Commercial Chemical Substances  
EL50 = Effective Loading fifty  
ENCS = Japanese Existing and New Chemical Substances Inventory  
EWC = European Waste Code  
GHS = Globally Harmonised System of Classification and Labelling of Chemicals  
IARC = International Agency for Research on Cancer  
IATA = International Air Transport Association  
IC50 = Inhibitory Concentration fifty  
IL50 = Inhibitory Level fifty  
IMDG = International Maritime Dangerous Goods  
INV = Chinese Chemicals Inventory  
IP346 = Institute of Petroleum test method N° 346 for the determination of polycyclic aromatics DMSO-extractables  
KECI = Korea Existing Chemicals Inventory  
LC50 = Lethal Concentration fifty  
LD50 = Lethal Dose fifty per cent.  
LL/EL/IL = Lethal Loading/Effective Loading/Inhibitory loading  
LL50 = Lethal Loading fifty  
MARPOL = International Convention for the Prevention of Pollution From Ships  
NOEC/NOEL = No Observed Effect Concentration / No Observed Effect Level  
OE\_HPVS = Occupational Exposure - High Production Volume  
PBT = Persistent, Bioaccumulative and Toxic  
PICCS = Philippine Inventory of Chemicals and Chemical Substances  
PNEC = Predicted No Effect Concentration  
REACH = Registration Evaluation And Authorisation Of Chemicals  
RID = Regulations Relating to International Carriage of Dangerous Goods by Rail  
SKIN\_DES = Skin Designation  
STEL = Short term exposure limit  
TRA = Targeted Risk Assessment  
TSCA = US Toxic Substances Control Act  
TWA = Time-Weighted Average  
vPvB = very Persistent and very Bioaccumulative

**SDS Distribution** : The information in this document should be made available to all who may handle the product.

## Safety Data Sheet

- SDS Version Number** : 2.1
- SDS Effective Date** : 10.06.2013
- SDS Revisions** : A vertical bar (|) in the left margin indicates an amendment from the previous version.
- SDS Regulation** : Regulation 1907/2006/EC as amended by Regulation (EU) 453/2010
- Disclaimer** : This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O' Mara  
Commissioner

Addendum #1

Bid Number: Bid #164-2014  
Subject: Synthetic Transmission Fluid

Date: October 20, 2014  
Please address inquiries to:  
Debra Bright  
(859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

The following are the Risk Management Provisions

Todd Slatin, Purchasing Director  
Division of Central Purchasing

All other terms and conditions of the Proposal and specifications are unchanged.

This letter should be signed, attached to and become a part of your Proposal.

PROPOSAL OF:

Riley Oil

ADDRESS:

PO Box 630 Richmond Ky 40476

SIGNATURE OF BIDDER:

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

**FINANCIAL RESPONSIBILITY**

Vendor understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or provision of goods hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Products Liability, Environmental Casualty, and Pollution Liability endorsements unless deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance

programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

#### Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

#### DEFAULT

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the work.

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