



LEXINGTON

Bid 68-2023 APOLLO OIL LLC APOLLO LUBRICANTS Supplier Response

Event Information

Number: Bid 68-2023
Title: Synthetic Transmission Fluid
Type: Competitive Bid
Issue Date: 6/6/2023
Deadline: 6/20/2023 02:00 PM (ET)
Notes: **ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.**

Bid packages without the TES-668 approval number will be automatically rejected.

ALL bid documentation needs to be completed.

Contact Information

Contact: Jessica Allinder
Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: jallinder@lexingtonky.gov

APOLLO OIL LLC Information

Contact: DWAYNE LEE
Address: 1175 EARLY DR
WINCHESTER, KY 40391
Phone: (800) 473-5823
Fax: (800) 473-5823
Toll Free: (800) 473-5823
Email: dwlee@apollooil.com
Web Address: www.apollooil.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Christopher Todd Creech

Signature

Submitted at 6/13/2023 12:17:45 PM (ET)

tcreech@cadencepetroleum.com

Email

Response Attachments

LFUCG Apollo Oil Bid 68-2023 Synthetic Transmission Fluid Rebid.pdf

Apollo Oil bid package.

Bid Attributes

1	Bid package Have you completed and attached your bid package? This is a contractual agreement and required for all bids. <input checked="" type="checkbox"/> YES
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Bid Lines

1	as per specifications Quantity: <u> 1 </u> UOM: <u> Gallon </u> Price: <input type="text" value="\$25.45"/> Total: <input type="text" value="\$25.45"/>
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Response Total: \$25.45



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: June 6, 2023

INVITATION TO BID # 68-2023 Synthetic Transmission Fluid Rebid

Bid Opening Date: June 20, 2023

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 **06/20/2023**. 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

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

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

Submitted by: APOLLO OIL
Firm Name

1175 EARLY DRIVE
Address

WINCHESTER, KY 40391
City, State & Zip

Bid must be signed: [Signature] **AREA SALES MANAGER**
Signature of Authorized Company Representative – Title

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

859 749 8308
Area Code - Phone – Extension *Fax #*

TCREECH@CAPENCEPETROLEUM.COM
E-Mail Address

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

AFFIDAVIT

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

1. His/her name is CHRISTOPHER TODD CREECH and he/she is the individual submitting the bid or is the authorized representative of APOLLO 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. _____

STATE OF Kentucky

COUNTY OF Clark

The foregoing instrument was subscribed, sworn to and acknowledged before me by Christopher T. Creech on this the 12th day of June, 2023

My Commission expires: 3/29/27

Carol Hoddix
NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes X No _____

D. COOPERATIVE CONTRACT

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

Yes X No _____

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- 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 Central Purchasing. 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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing 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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing 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 Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

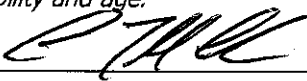
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of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

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

Bidders

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

Signature



Name of Business

APOLLO OIL

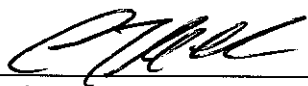
GENERAL PROVISIONS OF BID CONTRACT

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

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

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

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


Signature

6/12/23
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Apollo Oil

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	3	2	1													2	1
Professionals	6	6														6	
Superintendents																	
Supervisors	1	1														1	
Foremen																	
Technicians	12	11				1											
Protective Service																	
Para-Professionals																	
Office/Clerical	2		2														2
Skilled Craft	13	11				2											
Service/Maintenance	2	2														2	
Total:																	3

Prepared by: Carol Haddix, H.R. manager Date: 6, 12, 23
 (Name and Title) Revised 2015-Dec-15

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
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 Central Purchasing 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 Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
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 Central Purchasing (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 Central Purchasing 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 Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program 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 Central Purchasing):

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>)

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 68-2023 SYNTHETIC TRANSMISSION FWID REBID

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 Central Purchasing 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. <u>NONE</u>				
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.

APOLLO OIL
Company

6/12/23
Date

CHRISTOPHER TODD CREECH
Company Representative

AREA SALES MANAGER
Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 68-2023 SYNTHETIC TRANSMISSION PUMP REPAD

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 Central Purchasing 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. <u>NONE</u>				
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.

APOLLO 610
Company

6/12/23
Date

CHRISTOPHER TODD CREECH
Company Representative

AREA SALES MANAGER
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 60-2023 SYNTHETIC TRANSMISSION FUND REBID

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 Central Purchasing 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. <u>NONE</u>					
2.					
3.					
4.					

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

APOLLO OIL
Company

6/12/23
Date

CHRISTOPHER TODD CREECH
Company Representative

AREA SALES MANAGER
Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 68-2023 SYNTHETIC TRANSMISSION FLUID REBID

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 <u>APOLLO OIL</u>	Contact Person <u>CHRISTOPHER TODD CREECH</u>
Address/Phone/Email <u>1175 EMORY DRIVE WINCHESTER, KY 40391 859 749 8308 TCREECH@CADENCEPETROLEUM.COM</u>	Bid Package / Bid Date <u>68-2023 SYNTHETIC TRANSMISSION FLUID REBID</u>

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
<u>NONE</u>								

(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.

APOLLO OIL
 Company
6/12/23
 Date

CHRISTOPHER TODD CREECH
 Company Representative
AREA SALES MANAGER
 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 Central Purchasing/ 200 East Main Street/ Lexington, KY 40507.

Bid/RFP/Quote # 68-2023 SYNTHETIC TRANSMISSION FLUID REBID

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From:	To:
Company Name: <u>APOLLO OIL</u>	Address: <u>1175 EARL DRIVE WINCHESTER, KY 40391</u>	
Federal Tax ID: <u>81-4084872</u>	Contact Person: <u>CHRISTOPHER TODD CREECH</u>	

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
<u>NONE</u>							

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.

APOLLO OIL
Company

CHRISTOPHER TODD CREECH
Company Representative

6/12/23
Date

AREA SALES MANAGER
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 Central Purchasing 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 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.

_____ 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 MWDBE 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.

APOLLO OIL

Company
6/12/23

Date

CHRISTOPHER TODD CREECH

Company Representative
AREA SALES MANAGER

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.

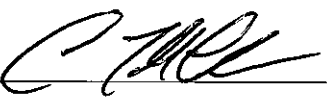
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails 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(l). Funds may not be provided to excluded or disqualified persons.

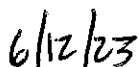
17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52,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



Date

1.0 SCOPE AND CLASSIFICATION

- 1.1 This specification describes the minimum requirements for a premium quality synthetic automatic transmission fluid suitable for use in all Allison automatic transmissions and meeting the requirements set forth in the most recent Allison Extended Transmission Coverage Agreement.

2.0 REQUIREMENTS

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

3.0 NOTES

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

PRODUCT INFORMATION



VALVOLINE™ SYN GARD™ 668 AUTOMATIC TRANSMISSION FLUID

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

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

Approvals and Licenses:

TES-668 Approved

App Num: 668-10112021

Valvoline SYN GARD 668 Automatic Transmission Fluid Advantages:

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

Typical Properties:

KV100 (cSt)	6.8
KV40 (cSt)	33.3
Viscosity Index	168
Density (g/cm ³)	0.8508
Flash Point (°C)	205
TBN (mq KOH/g)	4.7
Gear Scuffing Wear Test (FLS)	>12

Part Numbers:

Bulk	896029
55 Gallon Drum	896083
Tote	896081
Pail	896085

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

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

Effective Date:
8/20/21

Author:
JD

TRUSTED FOR 150 YEARS

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29 CFR 1910.1200 (OSHA HazCom 2012)

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product identifier
Trade name : Valvoline™ SYN GARD™ 668
Automatic Transmission Fluid
Product code : 896081

Details of the supplier of the safety data sheet Valvoline LLC 100 Valvoline Way Lexington, KY 40509 United States of America (USA) 1-800-TEAMVAL (1-800-832-6825) SDS@valvoline.com	Emergency telephone number 1-800-VALVOLINE (1-800-825-8654) Regulatory Information Number 1-800-TEAMVAL (1-800-832-6825) Product Information 1-800-TEAMVAL (1-800-832-6825)
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SECTION 2. HAZARDS IDENTIFICATION

GHS Classification
Reproductive toxicity : Category 2

GHS label elements
Hazard pictograms :



Signal Word : Warning

Hazard Statements : Suspected of damaging the unborn child.

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



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Storage:

Store locked up.

Disposal:

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

Other hazards

Static-accumulating flammable liquid.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

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

Actual concentration is withheld as a trade secret

SECTION 4. FIRST AID MEASURES

General advice

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

If inhaled

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



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

SECTION 5. FIREFIGHTING MEASURES

- Suitable extinguishing media : Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
Water spray
Foam
Carbon dioxide (CO₂)
Dry chemical
- Unsuitable extinguishing media : High volume water jet
- Specific hazards during firefighting : Do not allow run-off from fire fighting to enter drains or water courses.
- Hazardous combustion products : No hazardous combustion products are known
- Specific extinguishing methods :

Product is compatible with standard fire-fighting agents.
- Further information : Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
- Special protective equipment for firefighters : In the event of fire, wear self-contained breathing apparatus.



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SECTION 6. ACCIDENTAL RELEASE MEASURES

- Personal precautions, protective equipment and emergency procedures : Ensure adequate ventilation.
Persons not wearing protective equipment should be excluded from area of spill until clean-up has been completed.

- Environmental precautions : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities.

- Methods and materials for containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.

- Other information : Comply with all applicable federal, state, and local regulations.

SECTION 7. HANDLING AND STORAGE

- Advice on safe handling : Do not breathe vapours/dust.
Do not smoke.
Container hazardous when empty.
Smoking, eating and drinking should be prohibited in the application area.
For personal protection see section 8.
Dispose of rinse water in accordance with local and national regulations.

- Conditions for safe storage : Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

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





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



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		PEL	Mist 5 mg/m3 particulate	CAL PEL
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Engineering measures : Provide sufficient mechanical (general and/or local exhaust) ventilation to maintain exposure below exposure guidelines (if applicable) or below levels that cause known, suspected or apparent adverse effects.

Personal protective equipment
Respiratory protection : No personal respiratory protective equipment normally required.

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

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

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

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

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

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : liquid

Odour : No data available



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



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Oxidizing properties : No data available

SECTION 10. STABILITY AND REACTIVITY

Reactivity : No decomposition if stored and applied as directed.

Chemical stability : Stable under recommended storage conditions.

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

Conditions to avoid : excessive heat

Incompatible materials : alkalis
Strong acids
Strong oxidizing agents

Hazardous decomposition products : No hazardous decomposition products are known.

SECTION 11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Inhalation
Skin contact
Eye Contact
Ingestion

Acute toxicity

Not classified based on available information.

Components:

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

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

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

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

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

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

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



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LUBRICATING OILS, PETROLEUM, C20-50, HYDROTREATED:

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

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

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

METHYL-1H-BENZOTRIAZOLE:

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

Skin corrosion/irritation

Not classified based on available information.

Components:

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

- Species : Rabbit
- Result : No skin irritation

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

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

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

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

Result : Repeated exposure may cause skin dryness or cracking.

LUBRICATING OILS, PETROLEUM, C20-50, HYDROTREATED:

- Species : Rabbit
- Result : No skin irritation

Serious eye damage/eye irritation

Not classified based on available information.

Product:

Remarks : Unlikely to cause eye irritation or injury.

Components:

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

- Species : Rabbit
- Result : No eye irritation



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DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

Result : No eye irritation.
Assessment : No eye irritation

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

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

LUBRICATING OILS, PETROLEUM, C20-50, HYDROTREATED:

Species : Rabbit
Result : No eye irritation

METHYL-1H-BENZOTRIAZOLE:

Result : Slight, transient irritation

Respiratory or skin sensitisation

Skin sensitisation

Not classified based on available information.

Respiratory sensitisation

Not classified based on available information.

Components:

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

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

LUBRICATING OILS, PETROLEUM, C20-50, HYDROTREATED:

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

METHYL-1H-BENZOTRIAZOLE:

Assessment : Does not cause skin sensitisation.

Germ cell mutagenicity

Not classified based on available information.

Carcinogenicity

Not classified based on available information.

Components:

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

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

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

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

LUBRICATING OILS, PETROLEUM, C20-50, HYDROTREATED:

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



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- IARC** No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.
- OSHA** No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.
- NTP** No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Reproductive toxicity

Suspected of damaging the unborn child.

Components:

METHYL-1H-BENZOTRIAZOLE:

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

STOT - single exposure

Not classified based on available information.

STOT - repeated exposure

Not classified based on available information.

Aspiration toxicity

Not classified based on available information.

Components:

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

May be fatal if swallowed and enters airways.

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

May be fatal if swallowed and enters airways.

LUBRICATING OILS, PETROLEUM, C20-50, HYDROTREATED:

No aspiration toxicity classification

Further information

Product:

Remarks : No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

Product:

Ecotoxicology Assessment

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

Long-term (chronic) aquatic hazard

: Chronic aquatic toxicity Category 3; Harmful to aquatic life with long lasting effects.



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Components:

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

- Toxicity to fish : LL50 (*Pimephales promelas* (fathead minnow)): > 100 mg/l
Exposure time: 96 h
Test Type: static test
Test substance: WAF
Method: OECD Test Guideline 203
Remarks: No toxicity at the limit of solubility
- Toxicity to daphnia and other aquatic invertebrates : EL50 (*Daphnia magna* (Water flea)): > 10,000 mg/l
Exposure time: 48 h
Test Type: static test
Test substance: WAF
Method: OECD Test Guideline 202
- Toxicity to algae : NOEL (*Pseudokirchneriella subcapitata* (green algae)): >= 100 mg/l
End point: Growth inhibition
Exposure time: 72 h
Test Type: static test
Test substance: WAF
Method: OECD Test Guideline 201
- Toxicity to fish (Chronic toxicity) : NOELR (*Oncorhynchus mykiss* (rainbow trout)): Calculated >= 1,000 mg/l
Exposure time: 14 d
- Toxicity to daphnia and other aquatic invertebrates (Chronic toxicity) : NOEL (*Daphnia* (water flea)): 10 mg/l
Exposure time: 21 d
Test substance: WAF
Method: OECD Test Guideline 211
- Ecotoxicology Assessment
Short-term (acute) aquatic hazard : Not classified based on available information.
- Long-term (chronic) aquatic hazard : Not classified based on available information.
- DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:**
- Ecotoxicology Assessment
Short-term (acute) aquatic hazard : Not classified based on available information.
- Long-term (chronic) aquatic hazard : Not classified based on available information.
- LUBRICATING OILS, PETROLEUM, C20-50, HYDROTREATED:**
- Toxicity to fish : LL50 (*Pimephales promelas* (fathead minnow)): > 100 mg/l
Exposure time: 96 h



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

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

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

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

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

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

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

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

Ecotoxicology Assessment
Short-term (acute) aquatic hazard :

Acute aquatic toxicity Category 2; Toxic to aquatic life.

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



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

Persistence and degradability

Components:

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

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

LUBRICATING OILS, PETROLEUM, C20-50, HYDROTREATED:

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

No data available

Bioaccumulative potential

Components:

METHYL-1H-BENZOTRIAZOLE:

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

No data available

Mobility in soil

Components:

No data available

Other adverse effects

No data available

Product:

Regulation

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

Remarks

Additional ecological information

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

Components:

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

General advice

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



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

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

SECTION 14. TRANSPORT INFORMATION

International Regulations

UNRTDG

Not regulated as a dangerous good

IATA-DGR

Not regulated as a dangerous good

IMDG-Code

Not regulated as a dangerous good

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

Not applicable for product as supplied.

National Regulations

CFR ROAD

Not regulated as a dangerous good

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

SECTION 15. REGULATORY INFORMATION

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

CERCLA Reportable Quantity

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

*: Calculated RQ exceeds reasonably attainable upper limit.



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SARA 304 Extremely Hazardous Substances Reportable Quantity

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

SARA 302 Extremely Hazardous Substances Threshold Planning Quantity

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

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

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

Clean Air Act

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

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

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

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

Clean Water Act

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

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

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

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

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

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

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

DSL : All components of this product are on the Canadian DSL

AICS : On the inventory, or in compliance with the inventory

ENCS : On the inventory, or in compliance with the inventory

KECI : On the inventory, or in compliance with the inventory

PICCS : On the inventory, or in compliance with the inventory

IECSC : On the inventory, or in compliance with the inventory

TCSI : Not in compliance with the inventory



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TSCA : On TSCA Inventory

TSCA list

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

Inventories

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

SECTION 16. OTHER INFORMATION

Further information

Internal information : 000000278348

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

NFPA Flammable and Combustible Liquids Classification
 Combustible Liquid Class IIIB

Full text of H-Statements

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

Sources of key data used to compile the Safety Data Sheet
 Valvoline internal data including own and sponsored test reports
 The UNECE administers regional agreements implementing harmonised classification for labelling (GHS) and transport.



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

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

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

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

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



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