



LEXINGTON

Bid 68-2023 Clarke Power Services, Inc. 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

Clarke Power Services, Inc. Information

Address: 3133 East Kemper Road
Cincinnati, OH 45241
Phone: (513) 771-2200
Fax: (513) 771-0520
Web Address: clarkepowerservices.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.

Scott Elfers

Signature

Submitted at 6/20/2023 08:46:47 AM (ET)

selfers@clarkepsi.com

Email

Response Attachments

68-2023.pdf

Bid Package

668 Complete Information Final.pdf

TES 668

668 Information.pdf

TES 668

668 Material Data Safety Sheet.pdf

MSD Sheet

Bid Attributes

1 Bid package

Have you completed and attached your bid package? This is a contractual agreement and required for all bids.

YES

Bid Lines

1 as per specifications

Quantity: 1 UOM: Gallon Price: Total:

Response Total: \$29.80



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

<p><input checked="" type="checkbox"/> Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p>Proposed Delivery: 10 days after acceptance of bid.</p>
<p>Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

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

Submitted by: Clarke Power Services

Firm Name
3133 East Kemper Road

Address
Cincinnati Ohio 45241

City, State & Zip

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

Scott Elfers

Representative's Name (Typed or printed)
513-652-5638

Area Code - Phone – Extension *Fax #*
selfers@clarkepsi.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, Clarke Power Services Scott Elfers, and after being first duly sworn under penalty of perjury as follows:

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

Further, Affiant sayeth naught. Scott Elfers

STATE OF Ohio

COUNTY OF Hamilton

The foregoing instrument was subscribed, sworn to and acknowledged before me by Scott Elfers on this the 14th day of June, 2023

My Commission expires: Jan 16th 2027



LINDA CAUDILL
Notary Public
State of Ohio
My Comm. Expires
January 16, 2027

Linda Caudill
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 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 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

Clarke Power Services

Name of Business

GENERAL PROVISIONS OF BID CONTRACT


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

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

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

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


Signature

6/20/23
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Charles Pura Services (Submitted online)

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																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____ Date: ____/____/____
 (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 defined 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	ftyra@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	Sheila Eagle	Sheila.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.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 # LS-2023

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.				
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.

Clarke Power Services
Company

6/20/23
Date

Scott Eifers
Company Representative

Customer Support
Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 68-2023

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.				
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.

Clarke Power Services
Company

6/20/23
Date

Scott E. Hunt
Company Representative

Customer Support
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 69-2023

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.					
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.

Clarke Power Services
Company

6/20/23
Date

Scott Elfers
Company Representative

Customer Support
Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 65-2023

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 <i>Clarke Power Services</i>	Contact Person <i>Scott Eilers</i>
Address/Phone/Email <i>3133 E. Kemper Road 517-652-5678 sellars@clarkepsi.com</i>	Bid Package / Bid Date <i>65-2023 6/20/23</i>

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

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

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

Clarke Power Services
Company
6/20/23
Date

Scott Eilers
Company Representative
Customer Support
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 # 64-2023

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract # <u>64-2023</u>	Work Period/ From: _____ To: _____
Company Name: <u>Clarke Power Services</u>	Address: <u>2133 E. Kumpke Road</u>
Federal Tax ID: _____	Contact Person: <u>Scott Elfers</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

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.

Clarke Power Services
Company

Scott Elfers
Company Representative

6/20/23
Date

Customer Support
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.

SWE _____ 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.

Clarke Power Services
Company
6/20/23
Date

Suzette K. Lewis
Company Representative
Customer Support
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.

Law Elmer

Signature

6/20/23

Date



Section 1. Identification

Product name Castrol TranSynd 668
SDS # 470369
Code 470369-US65

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

Product use Automatic transmission fluid.
For specific application advice see appropriate Technical Data Sheet or consult our company representative.

Supplier BP Lubricants USA Inc.
1500 Valley Road
Wayne, NJ 07470
Telephone: 1-888-CASTROL

EMERGENCY HEALTH INFORMATION: 1 (800) 447-8735
Outside the US: +1 703-527-3887 (CHEMTREC)

EMERGENCY SPILL INFORMATION: 1 (800) 424-9300 CHEMTREC (USA)

Section 2. Hazards identification

OSHA/HCS status This material is not considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture Not classified.

GHS label elements

Signal word No signal word.

Hazard statements No known significant effects or critical hazards.

Precautionary statements

Prevention Not applicable.

Response Not applicable.

Storage Not applicable.

Disposal Not applicable.

Hazards not otherwise classified  Defatting to the skin.

Section 3. Composition/information on ingredients

Substance/mixture Mixture

Highly refined base oil (IP 346 DMSO extract < 3%). Proprietary performance additives.

Section 3. Composition/information on ingredients

Ingredient name	CAS number	%
Distillates (petroleum), hydrotreated light paraffinic	64742-55-8	≥25 - ≤50
Distillates (petroleum), hydrotreated heavy paraffinic	64742-54-7	≥25 - ≤50
Lubricating oils (petroleum), C20-50, hydrotreated neutral oil-based	72623-87-1	≤3
Distillates (petroleum), solvent-dewaxed heavy paraffinic	64742-65-0	≤3
Distillates (petroleum), solvent-dewaxed light paraffinic	64742-56-9	≤3
Lubricating oils (petroleum), C15-30, hydrotreated neutral oil-based	72623-86-0	≤3
Distillates (petroleum), solvent-refined heavy paraffinic	64741-88-4	≤3

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

Eye contact	In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Eyelids should be held away from the eyeball to ensure thorough rinsing. Check for and remove any contact lenses. Get medical attention.
Skin contact	Wash skin thoroughly with soap and water or use recognized skin cleanser. Remove contaminated clothing and shoes. Wash clothing before reuse. Clean shoes thoroughly before reuse. Get medical attention if symptoms occur.
Inhalation	If inhaled, remove to fresh air. In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours. Get medical attention if symptoms occur.
Ingestion	Do not induce vomiting unless directed to do so by medical personnel. Get medical attention if symptoms occur.
Protection of first-aiders	No action shall be taken involving any personal risk or without suitable training.

Most important symptoms/effects, acute and delayed

See Section 11 for more detailed information on health effects and symptoms.

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician	Treatment should in general be symptomatic and directed to relieving any effects. In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours.
Specific treatments	No specific treatment.

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media	In case of fire, use foam, dry chemical or carbon dioxide extinguisher or spray.
Unsuitable extinguishing media	Do not use water jet.

Specific hazards arising from the chemical

In a fire or if heated, a pressure increase will occur and the container may burst.

Hazardous combustion products

Combustion products may include the following:
carbon oxides (CO, CO₂) (carbon monoxide, carbon dioxide)
nitrogen oxides (NO, NO₂ etc.)

Special protective actions for fire-fighters

No action shall be taken involving any personal risk or without suitable training. Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire.

Special protective equipment for fire-fighters

Fire-fighters should wear positive pressure self-contained breathing apparatus (SCBA) and full turnout gear.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel

No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Put on appropriate personal protective equipment. Floors may be slippery; use care to avoid falling.

For emergency responders

If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions

Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

Small spill

Stop leak if without risk. Move containers from spill area. Absorb with an inert material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill

Stop leak if without risk. Move containers from spill area. Prevent entry into sewers, water courses, basements or confined areas. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations. Dispose of via a licensed waste disposal contractor.

Section 7. Handling and storage

Precautions for safe handling

Protective measures

Put on appropriate personal protective equipment (see Section 8).

Advice on general occupational hygiene

Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Wash thoroughly after handling. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for safe storage, including any incompatibilities

Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Keep container tightly closed and sealed until ready for use. Store and use only in equipment/containers designed for use with this product. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

Not suitable

Prolonged exposure to elevated temperature

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Distillates (petroleum), hydrotreated light paraffinic

ACGIH TLV (United States).

TWA: 5 mg/m³ 8 hours. Issued/Revised: 11/2009 Form: Inhalable fraction

OSHA PEL (United States).

TWA: 5 mg/m³ 8 hours. Issued/Revised: 6/1993

Distillates (petroleum), hydrotreated heavy paraffinic

ACGIH TLV (United States).

TWA: 5 mg/m³ 8 hours. Issued/Revised: 11/2009 Form: Inhalable fraction

OSHA PEL (United States).

TWA: 5 mg/m³ 8 hours. Issued/Revised: 6/1993

Lubricating oils (petroleum), C20-50, hydrotreated neutral oil-based

None.

Section 8. Exposure controls/personal protection

Distillates (petroleum), solvent-dewaxed heavy paraffinic

ACGIH TLV (United States).

TWA: 5 mg/m³ 8 hours. Issued/Revised: 11/2009 Form: Inhalable fraction

OSHA PEL (United States).

TWA: 5 mg/m³ 8 hours. Issued/Revised: 6/1993

Distillates (petroleum), solvent-dewaxed light paraffinic

ACGIH TLV (United States).

TWA: 5 mg/m³ 8 hours. Issued/Revised: 11/2009 Form: Inhalable fraction

OSHA PEL (United States).

TWA: 5 mg/m³ 8 hours. Issued/Revised: 6/1993

Lubricating oils (petroleum), C15-30, hydrotreated neutral oil-based

ACGIH TLV (United States).

TWA: 5 mg/m³ 8 hours. Issued/Revised: 11/2009 Form: Inhalable fraction

OSHA PEL (United States).

TWA: 5 mg/m³ 8 hours. Issued/Revised: 6/1993

Distillates (petroleum), solvent-refined heavy paraffinic

ACGIH TLV (United States).

TWA: 5 mg/m³ 8 hours. Issued/Revised: 11/2009 Form: Inhalable fraction

OSHA PEL (United States).

TWA: 5 mg/m³ 8 hours. Issued/Revised: 6/1993

Appropriate engineering controls

All activities involving chemicals should be assessed for their risks to health, to ensure exposures are adequately controlled. Personal protective equipment should only be considered after other forms of control measures (e.g. engineering controls) have been suitably evaluated. Personal protective equipment should conform to appropriate standards, be suitable for use, be kept in good condition and properly maintained. Your supplier of personal protective equipment should be consulted for advice on selection and appropriate standards. For further information contact your national organisation for standards.

Provide exhaust ventilation or other engineering controls to keep the relevant airborne concentrations below their respective occupational exposure limits.

The final choice of protective equipment will depend upon a risk assessment. It is important to ensure that all items of personal protective equipment are compatible.

Environmental exposure controls

Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures

Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection

Safety glasses with side shields.

Skin protection

Hand protection

Wear protective gloves if prolonged or repeated contact is likely. Wear chemical resistant gloves. Recommended: Nitrile gloves. The correct choice of protective gloves depends upon the chemicals being handled, the conditions of work and use, and the condition of the gloves (even the best chemically resistant glove will break down after repeated chemical exposures). Most gloves provide only a short time of protection before they must be discarded and replaced. Because specific work environments and material handling practices vary, safety procedures should be developed for each intended application. Gloves should therefore be chosen in consultation with the supplier/manufacturer and with a full assessment of the working conditions.

Section 8. Exposure controls/personal protection

Body protection

Use of protective clothing is good industrial practice. Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Cotton or polyester/cotton overalls will only provide protection against light superficial contamination that will not soak through to the skin. Overalls should be laundered on a regular basis. When the risk of skin exposure is high (e.g. when cleaning up spillages or if there is a risk of splashing) then chemical resistant aprons and/or impervious chemical suits and boots will be required.

Other skin protection

Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection

In case of insufficient ventilation, wear suitable respiratory equipment. The correct choice of respiratory protection depends upon the chemicals being handled, the conditions of work and use, and the condition of the respiratory equipment. Safety procedures should be developed for each intended application. Respiratory protection equipment should therefore be chosen in consultation with the supplier/manufacturer and with a full assessment of the working conditions.

Section 9. Physical and chemical properties

The conditions of measurement of all properties are at standard temperature and pressure unless otherwise indicated.

Appearance

Physical state	Liquid.
Color	Red.
Odor	Not available.
Odor threshold	Not available.
pH	Not applicable.
Melting point/freezing point	Not available.
Boiling point, initial boiling point, and boiling range	Not available.
Flash point	Open cup: >210°C (>410°F) [Cleveland]
Pour point	-51 °C
Evaporation rate	Not available.
Flammability	Not applicable. Based on - Physical state
Lower and upper explosion limit/flammability limit	Not available.
Vapor pressure	

Ingredient name	Vapor Pressure at 20 °C			Vapor pressure at 50 °C		
	mm Hg	kPa	Method	mm Hg	kPa	Method
Distillates (petroleum), hydrotreated light paraffinic	<0.08	<0.011	ASTM D 5191			
Distillates (petroleum), hydrotreated heavy paraffinic	<0.08	<0.011	ASTM D 5191			
Lubricating oils (petroleum), C20-50, hydrotreated neutral oil-based	<0.08	<0.011	ASTM D 5191			
Distillates (petroleum), solvent-dewaxed heavy paraffinic	<0.08	<0.011	ASTM D 5191			
Distillates (petroleum), solvent-dewaxed light paraffinic	<0.08	<0.011	ASTM D 5191			

Relative vapor density	Not available.
Density	<1000 kg/m ³ (<1 g/cm ³) at 15°C

Section 9. Physical and chemical properties

Solubility	insoluble in water.
Partition coefficient: n-octanol/water	Not applicable.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Kinematic: 33 mm ² /s (33 cSt) at 40°C Kinematic: 6.5 to 7.5 mm ² /s (6.5 to 7.5 cSt) at 100°C
Particle characteristics	
Median particle size	Not applicable.

Section 10. Stability and reactivity

Reactivity	No specific test data available for this product. Refer to Conditions to avoid and Incompatible materials for additional information.
Chemical stability	The product is stable.
Possibility of hazardous reactions	Under normal conditions of storage and use, hazardous reactions will not occur. Under normal conditions of storage and use, hazardous polymerization will not occur.
Conditions to avoid	Avoid all possible sources of ignition (spark or flame).
Incompatible materials	Reactive or incompatible with the following materials: oxidizing materials.
Hazardous decomposition products	Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Aspiration hazard

Name	Result
Distillates (petroleum), hydrotreated light paraffinic	ASPIRATION HAZARD - Category 1
Lubricating oils (petroleum), C20-50, hydrotreated neutral oil-based	ASPIRATION HAZARD - Category 1
Distillates (petroleum), solvent-dewaxed light paraffinic	ASPIRATION HAZARD - Category 1
Lubricating oils (petroleum), C15-30, hydrotreated neutral oil-based	ASPIRATION HAZARD - Category 1

Information on the likely routes of exposure Routes of entry anticipated: Dermal, Inhalation.

Potential acute health effects

Eye contact	No known significant effects or critical hazards.
Skin contact	No known significant effects or critical hazards.
Inhalation	Exposure to decomposition products may cause a health hazard. Serious effects may be delayed following exposure.
Ingestion	No known significant effects or critical hazards.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact	No specific data.
Skin contact	Adverse symptoms may include the following: irritation dryness cracking
Inhalation	May be harmful by inhalation if exposure to vapor, mists or fumes resulting from thermal decomposition products occurs.
Ingestion	No specific data.

Section 11. Toxicological information

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects Not available.

Potential delayed effects Not available.

Long term exposure

Potential immediate effects Not available.

Potential delayed effects Not available.

Potential chronic health effects

General No known significant effects or critical hazards.

Carcinogenicity No known significant effects or critical hazards.

Mutagenicity No known significant effects or critical hazards.

Teratogenicity No known significant effects or critical hazards.

Developmental effects No known significant effects or critical hazards.

Fertility effects No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Not available.

Section 12. Ecological information

Toxicity

No testing has been performed by the manufacturer.

Persistence and degradability

Not expected to be rapidly degradable.

Bioaccumulative potential

This product is not expected to bioaccumulate through food chains in the environment.

Mobility in soil

Soil/water partition coefficient (K_{oc}) Not available.

Mobility Spillages may penetrate the soil causing ground water contamination.

Other adverse effects No known significant effects or critical hazards.

Other ecological information Spills may form a film on water surfaces causing physical damage to organisms. Oxygen transfer could also be impaired.

Section 13. Disposal considerations

Disposal methods

The generation of waste should be avoided or minimized wherever possible. Significant quantities of waste product residues should not be disposed of via the foul sewer but processed in a suitable effluent treatment plant. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Empty containers or liners may retain some product residues. Avoid dispersal

Section 13. Disposal considerations

of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

	DOT Classification	TDG Classification	IMDG	IATA
UN number	Not regulated.	Not regulated.	Not regulated.	Not regulated.
UN proper shipping name	-	-	-	-
Transport hazard class(es)	-	-	-	-
Packing group	-	-	-	-
Environmental hazards	No.	No.	No.	No.
Additional information	-	-	-	-

Special precautions for user Not available.

Transport in bulk according to IMO instruments Not available.

Section 15. Regulatory information

U.S. Federal regulations

United States inventory (TSCA 8b) All components are active or exempted.

SARA 302/304

Composition/information on ingredients

No products were found.

SARA 311/312

Classification Not applicable.

SARA 313

Form R - Reporting requirements This product does not contain any hazardous ingredients at or above regulated thresholds.

Supplier notification This product does not contain any hazardous ingredients at or above regulated thresholds.

State regulations

Massachusetts

The following components are listed: MINERAL OIL, PETROLEUM DISTILLATES, HYDROTREATED LIGHT PARAFFINIC; OIL MIST, MINERAL; OIL MIST, MINERAL; OIL MIST, MINERAL; MINERAL OIL, PETROLEUM DISTILLATES, SOLVENT-DEWAXED LIGHT PARAFFINIC; OIL MIST, MINERAL; OIL MIST, MINERAL

New Jersey

The following components are listed: MINERAL OIL (UNTREATED and MILDLY TREATED); Amines, polyethylenepoly-, reaction products with succinic anhydride polyisobutenyl derivs., borated

Pennsylvania

The following components are listed: Amines, polyethylenepoly-, reaction products with succinic anhydride polyisobutenyl derivs., borated

California Prop. 65

Section 15. Regulatory information

⚠ WARNING: This product can expose you to chemicals including Benzene, which is known to the State of California to cause cancer and birth defects or other reproductive harm. This product can expose you to chemicals including sulfur dioxide, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Other regulations

Australia inventory (AIIC)	All components are listed or exempted.
Canada inventory	All components are listed or exempted.
China inventory (IECSC)	All components are listed or exempted.
Japan inventory (CSCL)	All components are listed or exempted.
Korea inventory (KECI)	All components are listed or exempted.
Philippines inventory (PICCS)	All components are listed or exempted.
Taiwan Chemical Substances Inventory (TCSI)	All components are listed or exempted.
REACH Status	For the REACH status of this product please consult your company contact, as identified in Section 1.

Section 16. Other information

[National Fire Protection Association \(U.S.A.\)](#)



History

Date of issue/Date of revision	08/09/2022.
Date of previous issue	10/05/2021.
Prepared by	Product Stewardship
Key to abbreviations	ACGIH = American Conference of Industrial Hygienists ATE = Acute Toxicity Estimate BCF = Bioconcentration Factor CAS Number = Chemical Abstracts Service Registry Number GHS = Globally Harmonized System of Classification and Labelling of Chemicals IATA = International Air Transport Association IBC = Intermediate Bulk Container IMDG = International Maritime Dangerous Goods LogPow = logarithm of the octanol/water partition coefficient MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution) OEL = Occupational Exposure Limit SDS = Safety Data Sheet STEL = Short term exposure limit TWA = Time weighted average UN = United Nations UN Number = United Nations Number, a four digit number assigned by the United Nations Committee of Experts on the Transport of Dangerous Goods. Varies = may contain one or more of the following 64741-88-4, 64741-89-5, 64741-95-3, 64741-96-4, 64742-01-4, 64742-44-5, 64742-45-6, 64742-52-5, 64742-53-6, 64742-54-7, 64742-55-8, 64742-56-9, 64742-57-0, 64742-58-1, 64742-62-7, 64742-63-8, 64742-65-0, 64742-70-7, 72623-85-9, 72623-86-0, 72623-87-1

▣ Indicates information that has changed from previously issued version.

[Notice to reader](#)

Section 16. Other information

All reasonably practicable steps have been taken to ensure this data sheet and the health, safety and environmental information contained in it is accurate as of the date specified below. No warranty or representation, express or implied is made as to the accuracy or completeness of the data and information in this data sheet.

The data and advice given apply when the product is sold for the stated application or applications. You should not use the product other than for the stated application or applications without seeking advice from BP Group.

It is the user's obligation to evaluate and use this product safely and to comply with all applicable laws and regulations. The BP Group shall not be responsible for any damage or injury resulting from use, other than the stated product use of the material, from any failure to adhere to recommendations, or from any hazards inherent in the nature of the material. Purchasers of the product for supply to a third party for use at work, have a duty to take all necessary steps to ensure that any person handling or using the product is provided with the information in this sheet. Employers have a duty to tell employees and others who may be affected of any hazards described in this sheet and of any precautions that should be taken. You can contact the BP Group to ensure that this document is the most current available. Alteration of this document is strictly prohibited.



TES 668™ Transmission Fluid



Harness The Power of Genuine
Genuine Protection, Durability and Reliability



This Allison Transmission uses TES 668™ synthetic automatic transmission fluid
To maintain optimum transmission performance, refill with TES 668™
TES Date: _____
SAK111N (01/2010)

Quality From Start to Finish

Since Allison's beginning, our founder James A. Allison stated that quality is first and foremost. In fact, Allison Transmission became the world's leading producer of medium- and heavy-duty fully automatic transmissions through proven quality from start to finish. Our work doesn't stop when an Allison transmission leaves the factory—we work to maintain the value and quality of an Allison transmission over its life by approving transmission fluids that are comprehensively tested to comply with Allison Transmission product standards.

The Next Generation and Latest Technology

Allison Transmission, the largest global manufacturer of medium- and heavy-duty fully automatic transmissions, announces a new formulation of its high-performing transmission fluid. TES 668™ is a modern formulation with many advantages compared to mineral-based, non-synthetic fluids. This next generation transmission fluid is specified for all Allison 1000 Series™, 2000 Series™, 3000 Series™ and 4000 Series™ automatic transmissions.

TES 668 improves upon mineral-based fluids in a number of key areas, such as oxidative stability, anti-wear performance and friction modifier durability. These factors improve the quality of the shifts and reduce the noise, vibration and harshness experienced as mineral-based fluid ages. Better friction performance provides more consistent clutch application—even across temperature variations and load sizes.

The robust formulation of TES 668 meets the most demanding specs related to fluid stability, lubrication and cold operation. This allows Allison to support long drain intervals, even when operating under heavy loads. TES 668 is specified for Allison products to ensure ideal operation. There are a range of durability problems that come from using an unapproved fluid in an Allison product, including seal and friction issues. Using genuine automatic transmission fluid from an Allison Approved or Allison Authorized partner is key to optimum performance and the long-lasting durability of Allison's products.

Only The Best

Because Allison transmissions are of the highest quality, they deserve superior fluids. Allison TES 668 fluid keeps your transmission running like an Allison should. Just like the Allison Automatics themselves, the Allison TES 668 specification takes advantage of the latest developments in fluid formulation technology. TES 668 builds on the proven 20 year record of TES 295® fluids by delivering the same great performance with a modern additive package. TES 668 also provides a streamlined approach to aftermarket approvals which allows broader availability of approved fluids to end users. Due to the high level of quality, TES 668 meets the needs to be used in combination with the Allison Extended Transmission Coverages (ETC).

Benefits of TES 668™

Features + Benefits	TES 668™	Mineral-Based Fluids
Compatibility	✓	✓
Durability	✓	✓
Lower Operating Expenses	✓	✓
Backed By An Allison Factory Warranty	✓	✓
Supported By Allison Global Service Network	✓	✓
Better Shift Quality	✓	
Improved Friction Performance	✓	
Improved Anti-Wear Performance	✓	
Longer Lasting Anti-Shudder Agent	✓	
Cold Performance	✓	
Extended Drain Intervals	✓	
Enhanced Transmission Performance	✓	
Offers Optimum Transmission Protection	✓	

How To Know It's Genuine?

Allison Transmission takes its fluids reputation seriously. Whenever we approve a new oil, we give it our badge of approval and a designated approval number after it meets the Allison standards. Approved oils will carry the approved badge on the bottle, as seen to the right, and with the approval number, for example 668-10002020.



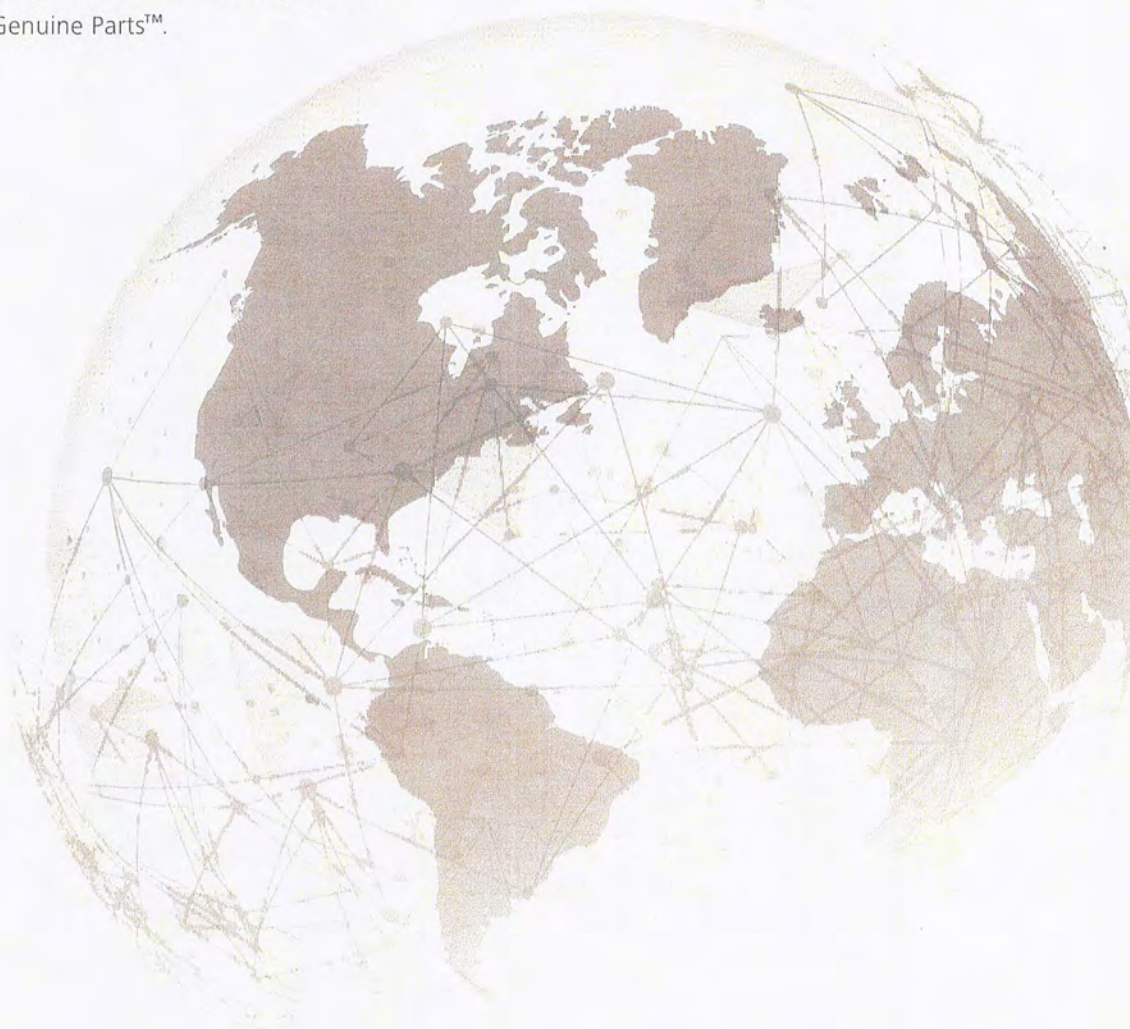
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A World of Support

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Our support starts from the moment an Allison transmission is specified. We work with you to ensure that the model and ratings fit your engine to create a tailored package of powerful performance and reliable efficiency. When you need parts or service, you can count on global access to factory-trained specialists and Allison Genuine Parts™.



*One Allison Way
Indianapolis, Indiana USA 46222-3271*

*Information or specifications subject to
change without notice or obligation.*

allisontransmission.com

SA8742EN (2020/09)

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WATCH

WORLDWIDE ALLISON TRANSMISSION COMMUNICATION HOTLINE



Revisions to this document are noted by a stripe in the left-hand margin

WATCH #568, Rev. A
July 16, 2021
Page 1 of 3

SUBJECT: Next Generation On-Highway Fluid – TES 668™

MODELS AFFECTED: 1000, 2000, 3000, 4000, and H 40/50 EP™ Series

Introduction:

Allison Transmission is pleased to announce the launch of its next generation of fluid – TES 668™.

TES 668™ is a modern transmission fluid formulation which utilizes the latest additive technology to meet the needs of current and future applications.

TES 668™ builds on the demonstrated performance of TES 295® fluids in a number of key areas such as oxidative stability, anti-wear performance, and friction modifier durability.

TES 668™ will be the new fluid specification for all Allison 1000, 2000, 3000, 4000, and H 40/50 EP™ Series On-Highway products.

Although TES 295®, TES 389®, and TES 468™ will still be available and acceptable, Allison recommends that all OEMs, channel partners, and end users begin to transition to TES 668™.

Allison plants will begin using TES 668™ fluid in January 2021 for the 1000, 2000, 3000, and 4000 Series and in July 2021 for the H 40/50 EP™ Series products.

TES 668™ is acceptable in all 1000, 2000, 3000, 4000, and H 40/50 EP™ Series applications where TES 295® is approved and compatible with all 1000, 2000, 3000, and 4000 Series installations using TES 295® and/or TES 389® fluids. TES 668™ is also compatible with H 40/50 EP™ Series installations using TES 468™ fluids.

- TES 668™ fluids can be mixed with TES 295®, TES 389®, and TES 468™ fluids.
- TES 668™ fluids have the same oil change/drain intervals as TES 295® fluids.
- TES 668™ fluids have the same prognostic settings as TES 295® fluids.
- TES 668™ fluids have the same oil temperature operating range as TES 295® fluids.
- TES 668™ fluids will not affect the transmission oil cooling, oil levels, calibrations, or any other aspects of the transmission installation.

Additional Information:

TES 668™ provides an aftermarket approval process that allows additional oil marketers to seek approval for TES 668™ formulations. We now have a dozen approved fluids available. Visit <https://www.allisontransmission.com/parts-service/approved-fluids/> to find the latest list of approved fluids.

CF / WA8728EN

5547156

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Frequently Asked Questions:

- Why is Allison switching to this fluid?
 - Allison Transmission is moving to a new factory transmission fluid to take advantage of the latest developments in fluid formulation technology. TES 668™ builds on the proven 20 year record of TES 295® fluids by delivering greater performance with a modern additive package. TES 668™ also provides a streamlined approach to aftermarket approvals which allows broader availability of approved fluids to OEMs and end users.
- Which Allison products will be using the TES 668™ transmission fluids?
 - The TES 668™ fluids are released for Allison 1000, 2000, 3000, 4000, and H 40/50 EP™ Series products.
- When is Allison changing to this fluid?
 - Beginning January 1, 2021 all Allison factories will begin using TES 668™ as the new factory fill fluid for all new 1000, 2000, 3000, and 4000 Series and effective July 19, 2021 for all new H 40/50 EP™ Series On-Highway products.
- Are we required to change to this fluid?
 - While there is no requirement at this point to switch to the new fluid, Allison recommends that all OEMs, channel partners, and end users begin to transition to TES 668™.
- Are the different fluids that Allison supports compatible with each other or will they need to be switched at the time when Allison's factories change?
 - Fluid can be mixed with TES 295®, TES 389® and TES 468™.
- What is the cost of this fluid going to be?
 - Because Allison Transmission does not sell fluids, it does not set the price of TES 668™. Please contact an approved oil marketer to obtain a quotation.
- Who are the suppliers of the new fluid?
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- Will Allison still honor the existing oil change/drain intervals if there is a mixture of TES 295® with TES 668™? What about if there is a mixture of TES 668™ and TES 389®? What about if there is a mixture of TES 668™ and TES 468™?
 - Yes:
 - The oil change/drain interval for the TES 668™ fluids is the same as the TES 295® fluids, and thus is the same as for a mixture of the TES 668™ and the TES 295® fluids.
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- With Allison's 5th Generation and 6th Generation Controls, how do you select TES 668™ for prognostics?
 - Use the TES 295® selection option.
- Will there be any impact on warranty or Extended Transmission Coverage (ETC)?
 - No, there will be no impact on warranty or ETC as TES 668™ is superseding TES 295®. TES 668™ fluid meets the terms of warranty and ETC policies.

The Performance Tradition Continues

Castrol
TranSynd
668



Allison TranSynd®

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NEW JUG DESIGN

NEW

Castrol® TranSynd® 668

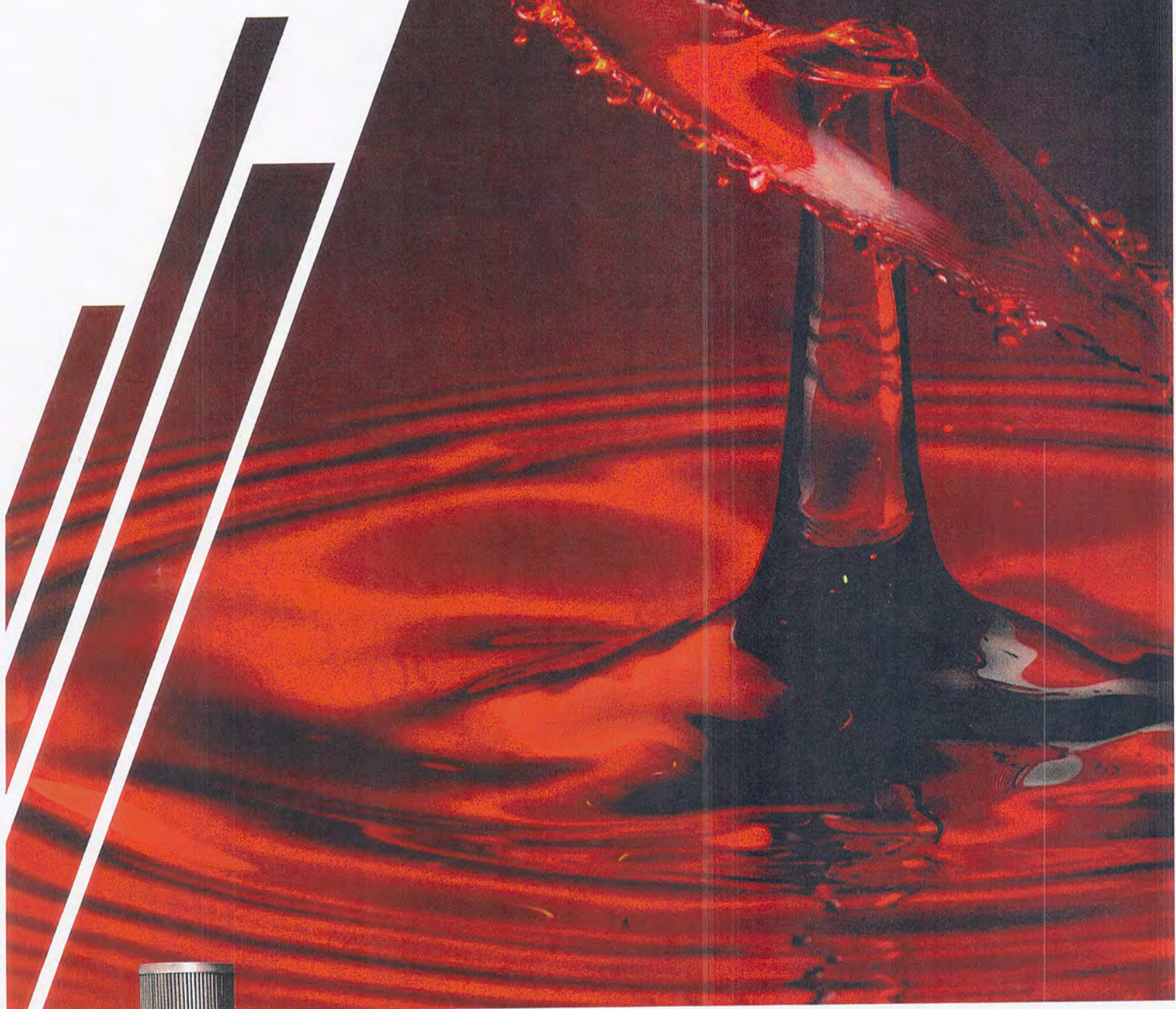
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IT'S MORE THAN JUST OIL. IT'S LIQUID ENGINEERING.®

Castrol



TES 668™ Transmission Fluid



Harness The Power of Genuine
Genuine Protection, Durability and Reliability



This Allison Transmission uses TES 668™ synthetic automatic transmission fluid
To maintain optimum transmission performance, refill with **TES 668™**

8 Date: _____

SA610N1030992

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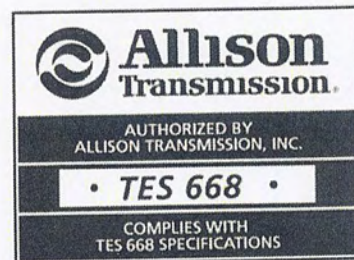
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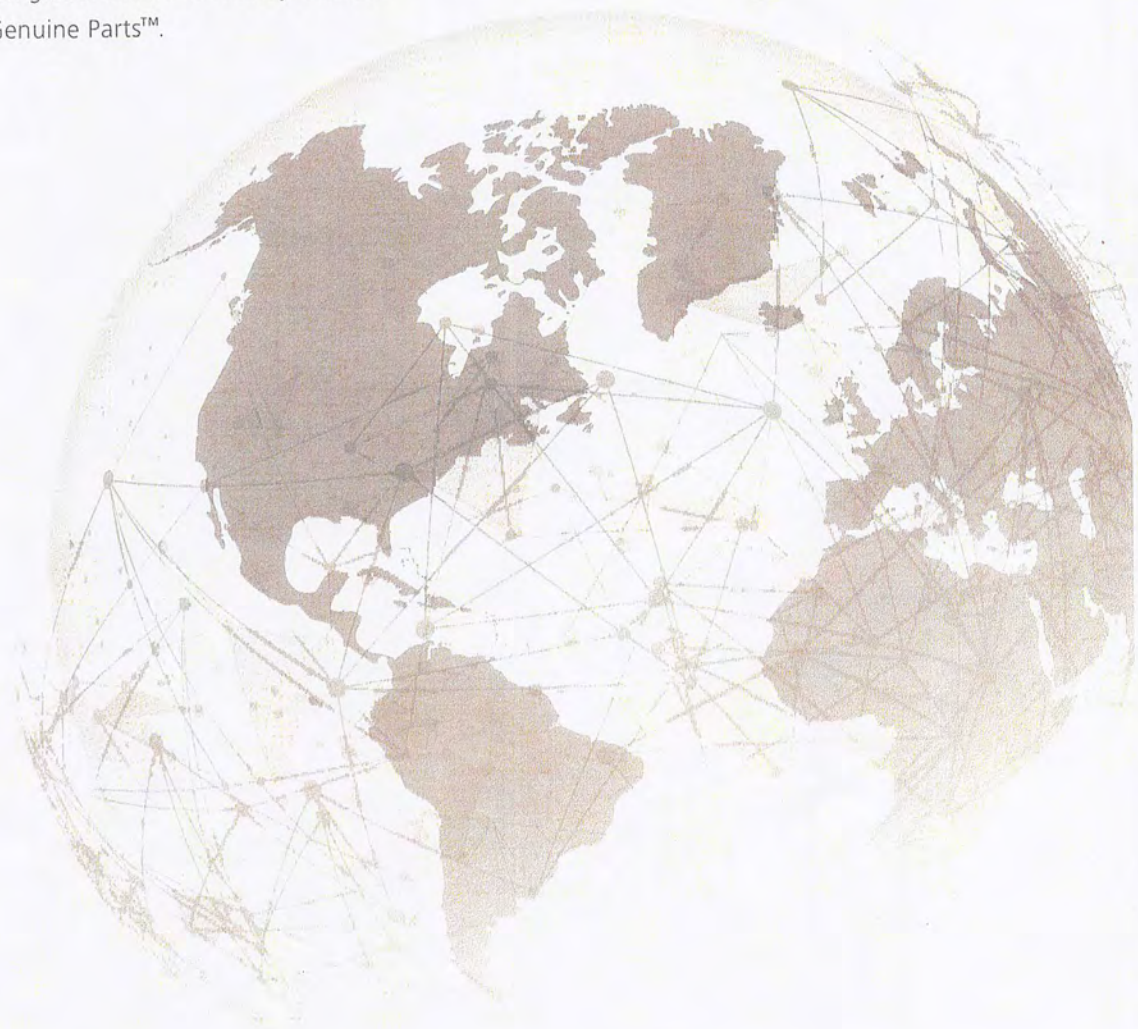
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WATCH #568, Rev. A
July 16, 2021
Page 1 of 3

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Castrol
TranSynd
668



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NEW JUG DESIGN

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IT'S MORE THAN JUST OIL. IT'S LIQUID ENGINEERING.™

Castrol

Section 1. Identification

Product name Castrol TranSynd 668
 SDS # 470369
 Code 470369-US03

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

Product use Automatic transmission fluid.
 For specific application advice see appropriate Technical Data Sheet or consult our company representative.

Supplier BP Lubricants USA Inc.
 1500 Valley Road
 Wayne, NJ 07470
 Telephone: (973) 633-2200

EMERGENCY HEALTH INFORMATION: 1 (800) 447-8735
 Outside the US: +1 703-527-3887 (CHEMTREC)

EMERGENCY SPILL INFORMATION: 1 (800) 424-9300 CHEMTREC (USA)

Section 2. Hazards identification

OSHA/HCS status This material is not considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture Not classified.

GHS label elements

Signal word No signal word.

Hazard statements No known significant effects or critical hazards.

Precautionary statements

Prevention Not applicable.

Response Not applicable.

Storage Not applicable.

Disposal Not applicable.

Hazards not otherwise classified Defatting to the skin.

Section 3. Composition/information on ingredients

Substance/mixture Mixture
 Highly refined base oil (IP 346 DMSO extract < 3%). Proprietary performance additives.

Ingredient name	CAS number	%
<input checked="" type="checkbox"/> Distillates (petroleum), hydrotreated light paraffinic	64742-55-8	≥25 - ≤50
Distillates (petroleum), hydrotreated heavy paraffinic	64742-54-7	≥25 - ≤50
Lubricating oils (petroleum), C20-50, hydrotreated neutral oil-based	72623-87-1	≤3
Distillates (petroleum), solvent-dewaxed heavy paraffinic	64742-65-0	≤3
Lubricating oils (petroleum), C15-30, hydrotreated neutral oil-based	72623-86-0	≤3
Distillates (petroleum), solvent-refined heavy paraffinic	64741-88-4	≤3

Product name Castrol TranSynd 668

Product code 470369-US03

Page: 1/9

Version 2 Date of issue 01/18/2021.

Format US

Language ENGLISH

Section 3. Composition/information on ingredients

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

Eye contact	In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Eyelids should be held away from the eyeball to ensure thorough rinsing. Check for and remove any contact lenses. Get medical attention.
Skin contact	Wash skin thoroughly with soap and water or use recognized skin cleanser. Remove contaminated clothing and shoes. Wash clothing before reuse. Clean shoes thoroughly before reuse. Get medical attention if symptoms occur.
Inhalation	If inhaled, remove to fresh air. In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours. Get medical attention if symptoms occur.
Ingestion	Do not induce vomiting unless directed to do so by medical personnel. Get medical attention if symptoms occur.
Protection of first-aiders	No action shall be taken involving any personal risk or without suitable training.

Most important symptoms/effects, acute and delayed

See Section 11 for more detailed information on health effects and symptoms.

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician	Treatment should in general be symptomatic and directed to relieving any effects. In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours.
Specific treatments	No specific treatment.

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media	In case of fire, use foam, dry chemical or carbon dioxide extinguisher or spray.
Unsuitable extinguishing media	Do not use water jet.

Specific hazards arising from the chemical

In a fire or if heated, a pressure increase will occur and the container may burst.

Hazardous combustion products

Combustion products may include the following:
carbon oxides (CO, CO₂) (carbon monoxide, carbon dioxide)
nitrogen oxides (NO, NO₂ etc.)

Special protective actions for fire-fighters

No action shall be taken involving any personal risk or without suitable training. Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire.

Special protective equipment for fire-fighters

Fire-fighters should wear positive pressure self-contained breathing apparatus (SCBA) and full turnout gear.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel	No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Put on appropriate personal protective equipment. Floors may be slippery; use care to avoid falling.
For emergency responders	If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".
Environmental precautions	Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

Small spill	Stop leak if without risk. Move containers from spill area. Absorb with an inert material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.
Large spill	Stop leak if without risk. Move containers from spill area. Prevent entry into sewers, water courses, basements or confined areas. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations. Dispose of via a licensed waste disposal contractor.

Section 7. Handling and storage

Precautions for safe handling

Protective measures	Put on appropriate personal protective equipment (see Section 8).
Advice on general occupational hygiene	Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Wash thoroughly after handling. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.
Conditions for safe storage, including any incompatibilities	Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Keep container tightly closed and sealed until ready for use. Store and use only in equipment/containers designed for use with this product. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.
Not suitable	Prolonged exposure to elevated temperature

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Distillates (petroleum), hydrotreated light paraffinic	ACGIH TLV (United States). TWA: 5 mg/m ³ 8 hours. Issued/Revised: 11/2009 Form: Inhalable fraction OSHA PEL (United States). TWA: 5 mg/m ³ 8 hours. Issued/Revised: 6/1993
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Lubricating oils (petroleum), C20-50, hydrotreated neutral oil-based	None.

Section 8. Exposure controls/personal protection

Distillates (petroleum), solvent-dewaxed heavy paraffinic

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TWA: 5 mg/m³ 8 hours. Issued/Revised: 11/2009 Form: Inhalable fraction

OSHA PEL (United States).

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Lubricating oils (petroleum), C15-30, hydrotreated neutral oil-based

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OSHA PEL (United States).

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Distillates (petroleum), solvent-refined heavy paraffinic

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Appropriate engineering controls

All activities involving chemicals should be assessed for their risks to health, to ensure exposures are adequately controlled. Personal protective equipment should only be considered after other forms of control measures (e.g. engineering controls) have been suitably evaluated. Personal protective equipment should conform to appropriate standards, be suitable for use, be kept in good condition and properly maintained. Your supplier of personal protective equipment should be consulted for advice on selection and appropriate standards. For further information contact your national organisation for standards.

Provide exhaust ventilation or other engineering controls to keep the relevant airborne concentrations below their respective occupational exposure limits.

The final choice of protective equipment will depend upon a risk assessment. It is important to ensure that all items of personal protective equipment are compatible.

Environmental exposure controls

Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures

Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection

Safety glasses with side shields.

Skin protection

Hand protection

Wear protective gloves if prolonged or repeated contact is likely. Wear chemical resistant gloves. Recommended: Nitrile gloves. The correct choice of protective gloves depends upon the chemicals being handled, the conditions of work and use, and the condition of the gloves (even the best chemically resistant glove will break down after repeated chemical exposures). Most gloves provide only a short time of protection before they must be discarded and replaced. Because specific work environments and material handling practices vary, safety procedures should be developed for each intended application. Gloves should therefore be chosen in consultation with the supplier/manufacturer and with a full assessment of the working conditions.

Body protection

Use of protective clothing is good industrial practice. Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Cotton or polyester/cotton overalls will only provide protection against light superficial contamination that will not soak through to the skin. Overalls should be laundered on a regular basis. When the risk of skin exposure is high (e.g. when cleaning up spillages or if there is a risk of splashing) then chemical resistant aprons and/or impervious chemical

Section 8. Exposure controls/personal protection

Other skin protection	suits and boots will be required. Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
Respiratory protection	In case of insufficient ventilation, wear suitable respiratory equipment. The correct choice of respiratory protection depends upon the chemicals being handled, the conditions of work and use, and the condition of the respiratory equipment. Safety procedures should be developed for each intended application. Respiratory protection equipment should therefore be chosen in consultation with the supplier/manufacturer and with a full assessment of the working conditions.

Section 9. Physical and chemical properties

Appearance

Physical state	Liquid.
Color	Red.
Odor	Not available.
Odor threshold	Not available.
pH	Not applicable.
Melting point	Not available.
Boiling point	Not available.
Flash point	Open cup: >210°C (>410°F) [Cleveland.]
Pour point	-51 °C
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable. Based on - Physical state
Lower and upper explosive (flammable) limits	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Density	<1000 kg/m ³ (<1 g/cm ³) at 15°C
Solubility	insoluble in water.
Partition coefficient: n-octanol/water	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Kinematic: 33 mm ² /s (33 cSt) at 40°C Kinematic: 6.5 to 7.5 mm ² /s (6.5 to 7.5 cSt) at 100°C

Section 10. Stability and reactivity

Reactivity	No specific test data available for this product. Refer to Conditions to avoid and Incompatible materials for additional information.
Chemical stability	The product is stable.
Possibility of hazardous reactions	Under normal conditions of storage and use, hazardous reactions will not occur. Under normal conditions of storage and use, hazardous polymerization will not occur.
Conditions to avoid	Avoid all possible sources of ignition (spark or flame).
Incompatible materials	Reactive or incompatible with the following materials: oxidizing materials.
Hazardous decomposition products	Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Aspiration hazard

Name	Result
Distillates (petroleum), hydrotreated light paraffinic	ASPIRATION HAZARD - Category 1
Lubricating oils (petroleum), C20-50, hydrotreated neutral oil-based	ASPIRATION HAZARD - Category 1
Lubricating oils (petroleum), C15-30, hydrotreated neutral oil-based	ASPIRATION HAZARD - Category 1

Information on the likely routes of exposure

Routes of entry anticipated: Dermal, Inhalation.

Potential acute health effects

Eye contact	No known significant effects or critical hazards.
Skin contact	No known significant effects or critical hazards.
Inhalation	Exposure to decomposition products may cause a health hazard. Serious effects may be delayed following exposure.
Ingestion	No known significant effects or critical hazards.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact	No specific data.
Skin contact	Adverse symptoms may include the following: irritation dryness cracking
Inhalation	May be harmful by inhalation if exposure to vapor, mists or fumes resulting from thermal decomposition products occurs.
Ingestion	No specific data.

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects	Not available.
Potential delayed effects	Not available.

Long term exposure

Potential immediate effects	Not available.
Potential delayed effects	Not available.

Potential chronic health effects

General	No known significant effects or critical hazards.
Carcinogenicity	No known significant effects or critical hazards.
Mutagenicity	No known significant effects or critical hazards.
Teratogenicity	No known significant effects or critical hazards.
Developmental effects	No known significant effects or critical hazards.
Fertility effects	No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Not available.

Section 12. Ecological information

Toxicity

No testing has been performed by the manufacturer.

Persistence and degradability

Not expected to be rapidly degradable.

Bioaccumulative potential

This product is not expected to bioaccumulate through food chains in the environment.

Mobility in soil

Soil/water partition coefficient (K_{oc})

Not available.

Mobility

Spillages may penetrate the soil causing ground water contamination.

Other adverse effects

No known significant effects or critical hazards.

Other ecological information

Spills may form a film on water surfaces causing physical damage to organisms. Oxygen transfer could also be impaired.

Section 13. Disposal considerations

Disposal methods

The generation of waste should be avoided or minimized wherever possible. Significant quantities of waste product residues should not be disposed of via the foul sewer but processed in a suitable effluent treatment plant. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

	DOT Classification	TDG Classification	IMDG	IATA
UN number	Not regulated.	Not regulated.	Not regulated.	Not regulated.
UN proper shipping name	-	-	-	-
Transport hazard class(es)	-	-	-	-
Packing group	-	-	-	-
Environmental hazards	No.	No.	No.	No.
Additional information	-	-	-	-

Special precautions for user

Not available.

Transport in bulk according to IMO instruments

Not available.

Section 15. Regulatory information

U.S. Federal regulations

United States inventory (TSCA 8b) All components are active or exempted.

SARA 302/304

Composition/information on ingredients

No products were found.

SARA 311/312

Classification Not applicable.

SARA 313

Form R - Reporting requirements This product does not contain any hazardous ingredients at or above regulated thresholds.

Supplier notification This product does not contain any hazardous ingredients at or above regulated thresholds.

State regulations

Massachusetts

The following components are listed: MINERAL OIL, PETROLEUM DISTILLATES, HYDROTREATED LIGHT PARAFFINIC; OIL MIST, MINERAL; OIL MIST, MINERAL; OIL MIST, MINERAL; OIL MIST, MINERAL; OIL MIST, MINERAL

New Jersey

The following components are listed: MINERAL OIL (UNTREATED and MILDLY TREATED); Amines, polyethylenepoly-, reaction products with succinic anhydride polyisobutenyl derivs., borated

Pennsylvania

The following components are listed: Amines, polyethylenepoly-, reaction products with succinic anhydride polyisobutenyl derivs., borated

California Prop. 65

⚠ WARNING: This product can expose you to chemicals including Benzene, which is known to the State of California to cause cancer and birth defects or other reproductive harm. This product can expose you to chemicals including sulfur dioxide, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Other regulations

Australia inventory (AICS) All components are listed or exempted.

Canada inventory All components are listed or exempted.

China inventory (IECSC) All components are listed or exempted.

Japan inventory (ENCS) All components are listed or exempted.

Korea inventory (KECI) All components are listed or exempted.

Philippines inventory (PICCS) All components are listed or exempted.

Taiwan Chemical Substances Inventory (TCSI) All components are listed or exempted.

REACH Status For the REACH status of this product please consult your company contact, as identified in Section 1.

Section 16. Other information

National Fire Protection Association (U.S.A.)



History

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Section 16. Other information

Key to abbreviations

ACGIH = American Conference of Industrial Hygienists
ATE = Acute Toxicity Estimate
BCF = Bioconcentration Factor
CAS Number = Chemical Abstracts Service Registry Number
GHS = Globally Harmonized System of Classification and Labelling of Chemicals
IATA = International Air Transport Association
IBC = Intermediate Bulk Container
IMDG = International Maritime Dangerous Goods
LogPow = logarithm of the octanol/water partition coefficient
MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
OEL = Occupational Exposure Limit
SDS = Safety Data Sheet
STEL = Short term exposure limit
TWA = Time weighted average
UN = United Nations
UN Number = United Nations Number, a four digit number assigned by the United Nations Committee of Experts on the Transport of Dangerous Goods.
Varies = may contain one or more of the following 64741-88-4, 64741-89-5, 64741-95-3, 64741-96-4, 64742-01-4, 64742-44-5, 64742-45-6, 64742-52-5, 64742-53-6, 64742-54-7, 64742-55-8, 64742-56-9, 64742-57-0, 64742-58-1, 64742-62-7, 64742-63-8, 64742-65-0, 64742-70-7, 72623-85-9, 72623-86-0, 72623-87-1

✔ Indicates information that has changed from previously issued version.

Notice to reader

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