



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: May 4, 2021

INVITATION TO BID #52-2020 Synthetic Transmission Fluid

Bid Opening Date: May 18, 2021 **Bid Opening Time:** 2:00 PM
Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507
Type of Bid: Price Contract

Pre Bid Meeting: N/A **Pre Bid Time:** N/A
Address: N/A

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

Ion Wave
<https://lexingtonky.ionwave.net>

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

Check One:	Proposed Delivery:
<input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<input type="checkbox"/> 1-2 days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Submitted by: Clarke Power Services, Inc.
Firm Name
401 Triport Rd.
Address
Georgetown, KY 40324
City, State & Zip

Bid must be signed: , Director of Government Business
(original signature) **Signature of Authorized Company Representative – Title**

Thomas Greenwood
Representative's Name (Typed or printed)
414-218-2715
Area Code - Phone – Extension *Fax #*
tgreenwood@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, Thomas Greenwood, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Thomas Greenwood and he/she is the individual submitting the bid or is the authorized representative of Clarke Power Services, Inc 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.

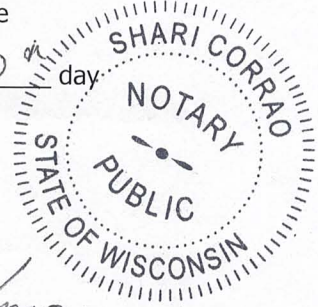
Further, Affiant sayeth naught. TJ Greenwood

STATE OF Wisconsin

COUNTY OF Milwaukee

The foregoing instrument was subscribed, sworn to and acknowledged before me by Thomas Greenwood on this the 10th day of May, 2021.

My Commission expires: 11/27/2024



Shari Corrao
NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes X No

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. Bids that are not submitted via Ion Wave will be rejected.
- 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.

Thomas Greenwood
Digitally signed by Thomas Greenwood
DN: cn=Thomas Greenwood, o, ou,
email=lgreenwood@clarkepst.com, c=US
Date: 2021.05.07 15:46:55 -05'00'

Signature

Clarke Power Services, Inc.

Name of Business

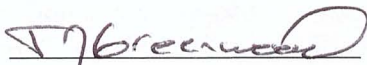
GENERAL PROVISIONS OF BID CONTRACT

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.



5-10-2021

Signature

Date

WORKFORCE ANALYSIS FORM

Name of Organization: Clarke Power Services, Inc (Georgetown, KY location)

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		1															
Professionals		1															
Superintendents																	
Supervisors																	
Foremen																	
Technicians		15						1									
Protective Service																	
Para-Professionals																	
Office/Clerical			1														
Skilled Craft																	
Service/Maintenance		6	1														
Total:	26	23	2					1								24	2

Prepared by: Thomas Greenwood *Thomas Greenwood* Date: 5, 10, 21
 (Name and Title) *Director of Government Business* 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 – Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as

being at least 51% owned, managed and controlled by one or more women.

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to

accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

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

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

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

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

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/ Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

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

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	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 # 52-2020

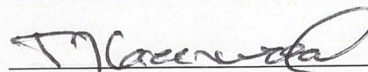
The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval 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. Due to the nature of what we are providing, very little opportunity				
2. exists for exists for subcontracting.				
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, Inc
Company

5/10/2021
Date

 (Thomas Greenwood)
Company Representative

Director of Government Business
Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 52-2020

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 n/a				
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, Inc

Company

5/10/2021

Date

Thomas Greenwood (Thomas Greenwood)

Company Representative

Director of Government Business

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 52-2020

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, Inc

Company

5/10/2021

Date

TJ Greenwood (Thomas Greenwood)

Company Representative

Director of Government Business

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 50-2020

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 Clarke Power Services, Inc	Contact Person Thomas Greenwood
Address/Phone/Email 401 Triport Rd, Georgetown, KY 40324 414-218-2715 tgreenwood@clarkepsi.com	Bid Package / Bid Date 52-2020/ May 2021

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

(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, Inc
Company

5/10/2021
Date

Thomas Greenwood (Thomas Greenwood)
Company Representative

Director of Government Business
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 / Room 338 / Lexington, KY 40507.

Not Applicable

Bid/RFP/Quote # 52-2020

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Clarke Power Services, Inc _____

Thomas Greenwood

 Company Representative

5/10/2021 _____

Director of Government Business _____

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 52-2020

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

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

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

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

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

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

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

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

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

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

Clarke Power Services, Inc

Company

5/10/2021

Date

Thomas Greenwood (Thomas Greenwood)

Company Representative

Director of Government Business

Title

→ Clarke fully supports MWDBE & Veteran participation efforts. However, the sale of transmission fluid in a 55 gallon drum, usually produced and shipped direct from the manufacturer, offers very little opportunity for MWDBE & Veteran subcontracting. As an Allison Distributor, Clarke is authorized to sell the product. The OEM usually controls the production of the product and the shipping channels, consequently that is way very little MWDBE or Veteran subcontracting opportunity exists.

COMPLY
YES/NO

1.0 SCOPE OF BID

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

2.0 REQUIREMENTS

2.1 Transmission fluid shall be premium quality, manufactured from synthetic base oils and designed specifically for use in Allison heavy-duty automatic transmissions.

2.2 Transmission fluids bid shall meet all the below listed standards.

2.3 **Allison TES-295** - Product literature and labeling shall carry the "Allison Approved" logo.

2.4 The following products are pre-qualified under this specification:

- Allison TranSynd
- Castrol TranSynd
- BP Autran Syn 295
- Cognis Emgard 2805
- International Fleetrite Synthetic ATF
- Mack Bulldog Synthetic ATF
- Mobil Delvac Synthetic ATF
- Shell Spirax S6 ATF

BP Castrol 668 → Allison Approved # is 668-10032020

2.3 Bids for products not listed above must include the Allison TES-295 approval number in the bid package. Bid packages without the TES-295 approval number will be automatically rejected.

2.3 All product shall be virgin material. No recycled or re-refined oils will be accepted.

2.5 Successful bidder shall supply product information tank labels.

3.0 NOTES

3.1 Delivery and storage in 55 gallon drums is acceptable. There shall be no core charge for drums or totes.

3.2 Literature: Oil manufacturer's complete specifications and product

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

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

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



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™

Fill Code:  Allison Transmission

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.



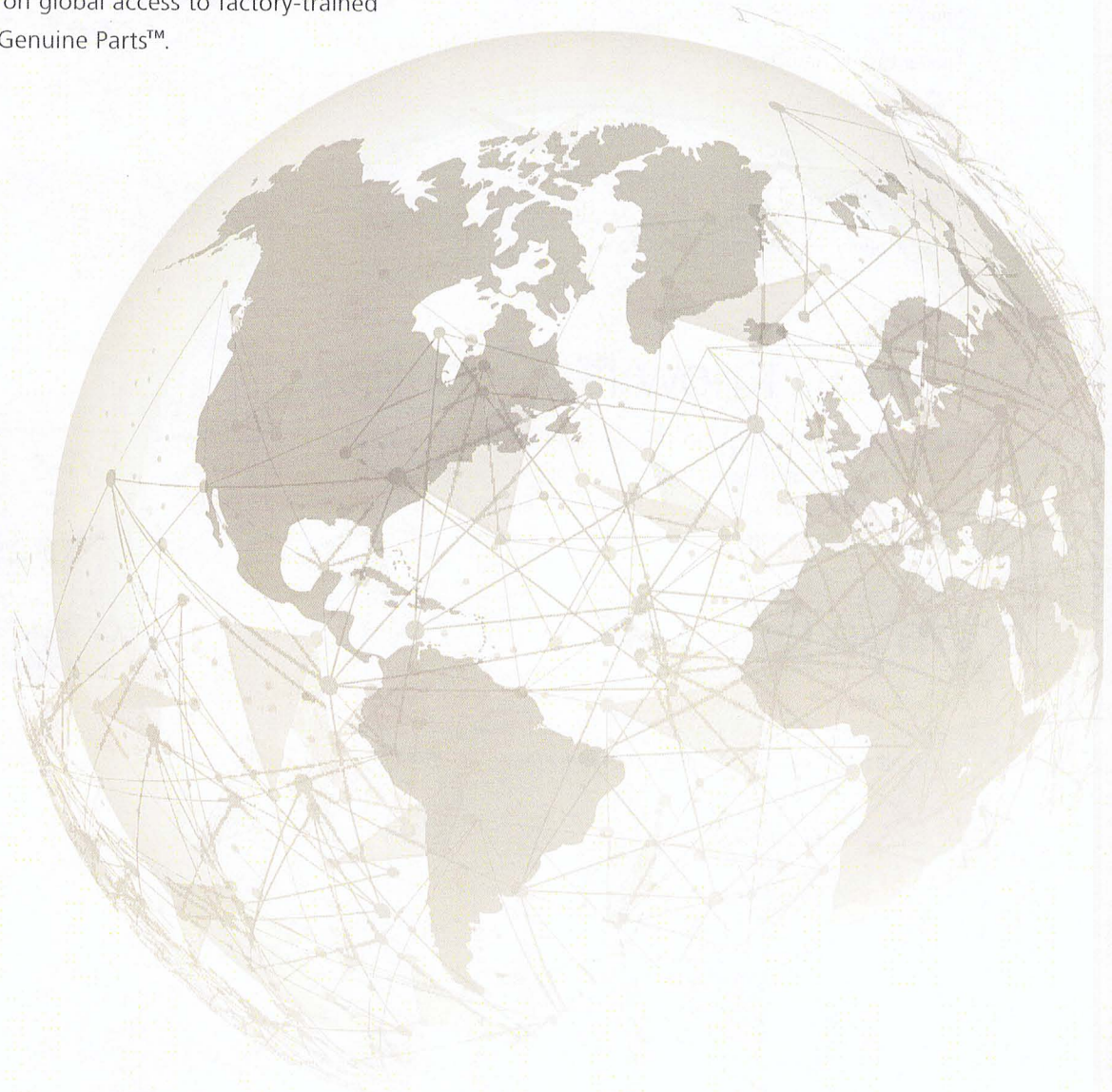
We've Got It All

From on-highway to off-highway vocations, we have a current listing of all Allison Transmission approved fluids for each application. Visit our website to see our entire list of fluids at allisontransmission.com/parts-service/approved-fluids.

A World of Support

From our headquarters in Indianapolis, Indiana, USA, to our manufacturing plants in Hungary and India, to approximately 1,500 Allison Authorized Distributors and Dealers around the globe, you are never far from the products, training, service and support you demand.

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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TranSynd 668

Full-Synthetic Automatic Transmission Fluid

Description

Castrol TranSynd 668 is a premium, full-synthetic automatic transmission fluid specifically formulated for Allison Transmission® on-highway automatic transmissions. TranSynd 668 provides oxidative stability, anti-wear performance, and friction durability, as well as TES 668™ specification differentiators such as extended anti-shudder durability and extended clutch friction durability. This fluid features an Allison TES 668 approval. The TES 668 spec is fully backwards compatible for TES 295® applications, but is not backwards compatible for TES 468™ applications.

Advantages

- Delivers improved gear protection.
- Delivers extended anti-shudder durability.
- Delivers extended clutch-friction durability.
- Excellent corrosion and foaming resistance.
- Excellent thermal and oxidative stability that helps to prevent deposits and oil thickening.
- Excellent transmission cleanliness under all conditions permits extended oil-drain intervals and decreased servicing.
- Excellent temperature reduction through reduced friction leads to longer oil and component life.
- Outstanding cold-flow properties enables faster oil flow to all critical components particularly during cold starts.
- Optimized frictional characteristics gives smoother gear changing at all ambient temperatures and load conditions.
- Excellent shear stability properties help to retain full transmission performance over entire oil-drain interval.

Typical Characteristics

Name	Method	Units	TranSynd 668
Appearance	Visual	-	Bright & Clear
Colour	ASTM D6045	-	6.2
Density @ 15C, Relative	ASTM D4052	g/ml	0.8508
Viscosity, Kinematic 100C	ASTM D445	mm ² /s	6.9
Viscosity, Kinematic 40C	ASTM D445	mm ² /s	33
Viscosity Index	DIN ISO 2909	None	168
Viscosity, Brookfield @ -40C (75W)	ASTM D2983	mPa.s (cP)	< 12.000
Flash Point, COC	ASTM D92	°C	> 210
Pour Point	ASTM D5950	°C	-51

Product Performance Claims

Allison TES 668

Backwards Compatible with Allison TES 295

TranSynd 668

25 Feb 2021

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Castrol (UK) Limited, PO BOX 354, Chertsey Road, Sunbury On Thames, Middlesex, TW16 9AW

www.castrol.com

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

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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/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

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.

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

Date of issue/Date of revision 01/18/2021.

Date of previous issue 12/01/2020.

Prepared by Product Stewardship

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.

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