



# LEXINGTON

## **Bid 57-2024 Addendum 1**

### **Riley Oil Company**

### **Bob Riley Dist Inc**

### **Supplier Response**

#### **Event Information**

Number: Bid 57-2024 Addendum 1  
Title: Hydraulic Oil  
Type: Competitive Bid  
Issue Date: 4/9/2024  
Deadline: 4/23/2024 02:00 PM (ET)  
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

PLEASE UPLOAD YOUR DOCUMENTS AS ONE FILE.

#### **Contact Information**

Contact: Jessica Allinder  
Address: Procurement  
Government Center Building  
200 East Main Street  
Lexington, KY 40507  
Email: [jallinder@lexingtonky.gov](mailto:jallinder@lexingtonky.gov)

Riley Oil Company Information

Address: P O bOX 630  
Richmond, KY 40476-0630  
Phone: (859) 623-4032  
Email: libby@rileyoil.com

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

scott himes

Signature

Submitted at 4/19/2024 10:43:17 AM (ET)

scott@rileyoil.com

Email

Response Attachments

doc06792720240419104007.pdf  
hydraulic Oil Bid 57-2024

Bid Attributes

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

## Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Procurement

Date of Issue: April 9, 2024

### INVITATION TO BID # 57-2024 Hydraulic Oil

**Bid Opening Date:** April 23, 2024

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

**Address:** All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A

**Pre Bid Time:** N/A

**Address:** N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **4/23/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

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

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

Submitted by: \_\_\_\_\_

*Riley Oil Company*  
Firm Name

PO 630

Address

Richmond Ky 40476

City, State & Zip

**Bid must be signed:** \_\_\_\_\_

*Scott Himes*

Signature of Authorized Company Representative – Title

*SCOTT Himes*

Representative's Name (Typed or printed)

859 661 7830

Area Code - Phone – Extension

Fax #

*scott@rileyoil.com*

E-Mail Address

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

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

  
\_\_\_\_\_  
Signature

4-19-24  
Date

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN  
DIRECTOR  
DIVISION OF PROCUREMENT

**ADDENDUM #1**

Bid Number: #57-2024

Date: April 12, 2024

Subject: Hydraulic Oil

Address Inquiries to:  
Jessica Allinder  
[jallinder@lexingtonky.gov](mailto:jallinder@lexingtonky.gov)

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced bid:**

1. Posting previous tabsheet as requested. There is one price increase on file - \$8.03 to \$8.19.

Todd Slatin, Director  
Division of Procurement

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Riley Oil Company

ADDRESS: Richmond Ky

SIGNATURE OF BIDDER: Scott Homes



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

**AFFIDAVIT**

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

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

Further, Affiant sayeth naught. Scott Himes Scott Himes

STATE OF Kentucky

COUNTY OF Madison

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Jeannie M. Smith on this the 15 day  
of April, 2024.

My Commission expires: 11/31/25

Jeannie M. Smith  
NOTARY PUBLIC, STATE AT LARGE



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





## AW Hydraulic Oils

**STARFIRE AW HYDRAULIC OILS** are high-performance hydraulic fluids formulated from select base stocks and advanced additive technology to deliver ultimate equipment protection and extended operating life. STARFIRE AW Hydraulic Oils contain active anti-wear agents, anti-oxidation, anti-corrosion, anti-rust and anti-foam additive components.

### APPLICATIONS

- Parker Hannifin (Denison) HF-O, HF-1, HF-2, & T6H2OC
- Eaton Vickers 35VQ25A Pump, M-2950-S, & I-286-S
- Cincinnati Milacron P-68, P-69, & P-70 or DIN 51524-2

### BENEFITS

- Formulated with premium base stocks for added resistance to thermal breakdown
- Outstanding wear protection
- Excellent resistance to system rust and oil oxidation
- Maintains excellent water-separating properties
- Excellent foam control and air release deliver consistent system operation

ISO GRADE	AW32	AW 46	AW 68
Viscosity: cSt @ 40°C	32.74	44.28	66.20
cSt@100°C	6.03	7.83	11.13
Viscosity Index	132	148	162
Pour Point, °F	-37	-35	-36
Flash Point (COC), °F	235	239	248
Specific Gravity @ 60°F (15.6°C)	0.849	0.850	0.850
Gravity, °API	35.08	35.06	34.96
Density (LB/GA)	7.08	7.08	7.09
Oxidation, hrs	3000	3000	3000

4. DELIVERY

4.1 Bid price shall include delivery to requesting division's location. Majority of product will be delivered in bulk form to the Division of Fleet Services facility at 669 Byrd Thurman Drive, Lexington, Ky.

5. BID PROPOSAL – use as many spaces as needed

5.1 ISO grade 32 : **drum** price per gallon (delivered) \$ 8<sup>07</sup>

5.1.1 ISO grade 32 : **bulk** price per gallon (delivered) \$ 7<sup>07</sup>

5.2 ISO grade \_\_\_\_\_ : **drum** price per gallon (delivered) \$ \_\_\_\_\_

5.2.1 ISO grade \_\_\_\_\_ : **bulk** price per gallon (delivered) \$ \_\_\_\_\_

5.3 ISO grade \_\_\_\_\_ : **drum** price per gallon (delivered) \$ \_\_\_\_\_

5.3.1 ISO grade \_\_\_\_\_ : **bulk** price per gallon (delivered) \$ \_\_\_\_\_

5.4 ISO grade \_\_\_\_\_ : **drum** price per gallon (delivered) \$ \_\_\_\_\_

5.4.1 ISO grade \_\_\_\_\_ : **bulk** price per gallon (delivered) \$ \_\_\_\_\_

5.5 ISO grade \_\_\_\_\_ : **drum** price per gallon (delivered) \$ \_\_\_\_\_

5.5.1 ISO grade \_\_\_\_\_ : **bulk** price per gallon (delivered) \$ \_\_\_\_\_

5.6 ISO grade \_\_\_\_\_ : **drum** price per gallon (delivered) \$ \_\_\_\_\_

5.6.1 ISO grade \_\_\_\_\_ : **bulk** price per gallon (delivered) \$ \_\_\_\_\_

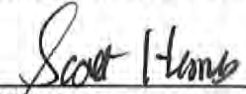
5.7 ISO grade \_\_\_\_\_ : **drum** price per gallon (delivered) \$ \_\_\_\_\_

5.7.1 ISO grade \_\_\_\_\_ : **bulk** price per gallon (delivered) \$ \_\_\_\_\_



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

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

  
Signature

4-19-24  
Date

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law


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

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

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

### Bidders

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

  
\_\_\_\_\_  
Signature

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

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

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

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

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

#### Key Benefits

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

### **B. GREEN SEAL CERTIFIED PRODUCTS**

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

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

### **C. GREEN COMMUNITY**

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

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

Yes ☒ No ☐

## **II. Bid Conditions**

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal